

**ALLENDALE CHARTER TOWNSHIP  
PLANNING COMMISSION MEETING**

*January 16, 2023*

*7:00 p.m.*

*Allendale Township Public Meeting Room*

1. Call the Meeting to Order
2. Roll Call
3. Communications and Correspondence:
4. Approval of the January 2, 2023 Planning Commission Minutes
5. Approval of the Agenda
6. Public Comments for *non-public hearing items*
7. Public Hearings:
8. Site Plan Review:
  - A. Hidden Shores West Phase 4 – Site Condominium
  - B. Hidden Shores West Annual Mining Report
9. New Business:
  - A. Election of Officers
10. Old Business:
11. Public Comments
12. Township Board Reports
13. Commissioner and Staff Comments
14. Adjourn

**Next meeting February 6, 2023 at 7:00 p.m.**



**ALLENDALE CHARTER TOWNSHIP  
PLANNING COMMISSION MEETING**

*January 2, 2023*

*7:00 p.m.*

*Allendale Township Public Meeting Room*

1. Call the Meeting to Order
2. Roll Call:  
Present: Longcore, Adams, Zuniga, Chapla, Zeinstra  
Absent: Westerling and Nadda  
Staff and Guests Present: Kevin Yeomans, Fresh Coast Planning, Scott Walper, Sean Caird, Nate Koella, John & Becky Bakale, Todd Stuive
3. Communications and Correspondence: None
4. Motion by Chapla to approve the December 19, 2022, Planning Commission Minutes as presented. Seconded by Adams. **Approved 5-0**
5. Motion by Longcore to approve the January 2, 2023, Planning Commission Agenda as presented. Seconded by Zeinstra. **Approved 5-0**
6. Public Comments for *non-public hearing item*:  
*Chairperson Longcore opened the public comment section for non-public hearing items.*  
*Seeing no comments, Chairperson Longcore closed the public comment section.*
7. Public Hearings:
  - A. John Bakale Mining Application – 12943 76<sup>th</sup> Ave. & 12673 76<sup>th</sup> Ave.  
A representative for the applicant introduced the project.  
Mr. Yeomans from Fresh Coast Planning reviewed the memo that was prepared for the project and informed the public of the process.  
*Chairperson Longcore opened the public comment section for the Public Hearing.*  
Sean Caird, a resident of Allendale, has questions about the times the mine will be operating, dust control and the effect on wells of the surrounding properties.  
Scott Walper, a resident of Allendale, questioned whether this project would be a subdivision or a private pond.  
*Seeing no more comments, Chairperson Longcore closed the public comment section.*  
Chairperson Longcore answered some of the questions brought up by the residents, stating that the mine has agreed to operate on Monday – Friday from 8:00 AM – 5:00 PM. At this time there is no application for a subdivision, and while that is a possibility with the way the property is set up it is unlikely that will happen.  
The applicant has laid down crushed asphalt for the drive and is committed to keeping the dust to a minimum. Last year they sprayed the drive at least 11 times to help control the dust to keep it from affecting the neighbors.  
Motion by Adams to approve the resolution for the John Bakale Mining application located at 12943 76<sup>th</sup> Ave. and 12673 76<sup>th</sup> Ave. with the following conditions:
    - The sidewalk will be deferred until there is a sidewalk going along 76<sup>th</sup>.

- That condition no. 15 regarding the cash deposit be struck from the resolution.

Seconded by Zuniga. **Approved 5-0**

8. Site Plan Review:

A. Rusk Lake Associates Mining Application – 10618 Pierce St.

Todd Stuive from Exxel Engineering, representing the applicant, presented the proposed mining application, stating that the end goal would be a development on the property after the pond is completed.

Mr. Yeomans reviewed the memo that was prepared by Fresh Coast Planning and noted that if the project moves forward they will need to return for a public hearing.

Commissioners asked for clarification as to when possible construction of the site condominium project would be. Mr. Stuive believes that at this time the site condominium project is not slated to start until the mining is complete.

Truck route and maintenance of the gravel road was discussed and Mr. Stuive noted that the applicant was familiar with maintenance of gravel roads for the purpose of mining.

Commissioners discussed the timeline of the project, and the permit will be good for 5 years and if it needs to go longer the applicant will have to return for an extension to the permit.

The proximity of the existing houses to the proposed mining site was discussed.

Commissioners opined that the deferment of the sidewalk along 92<sup>nd</sup> and a waiver from front yard landscaping would be agreeable.

Commissioners directed Mr. Yeomans to set the public hearing for this project.

9. New Business:

A. 2022 Annual Report

Motion by Zeinstra, seconded by Zuniga to approve the 2022 Annual Report as presented.

**Approved 5-0**

B. 2023 Work Program

Motion by Adams to approve the 2023 Work Program with the removal of item 7 – Regulations for development in the 100-year flood plain and to relocate item 11 – Update Planning Commission Bylaws to number 5. Seconded by Zeinstra. **Approved 5-0**

C. Election of Officers

Motion by Adams to table the discussion of the election of officers until new members are appointed as 2 of the members present will be stepping down and 2 members are absent. Seconded by Zeinstra. **Approved 5-0**

10. Old Business: None

11. Public Comments:

*Chairperson Longcore opened the public comment section.*

An attendee inquired about the process of being appointed to the Planning Commission. Chairperson Longcore directed the person to contact Supervisor Elenbaas.

*Seeing no more comments, Chairperson Longcore closed the public comment section.*

12. Township Board Reports:

Mr. Zeinstra reported that the Board finalized the Budget for 2023, did committee appointments, and at the last meeting of the year did the budget amendments for 2022.

13. Commissioner and Staff Comments:

Mr. Adams thanks Chairperson Longcore for his dedication and his time serving as the Chairperson of the Planning Commission.

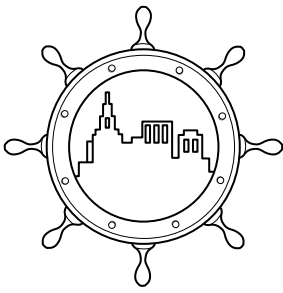
14. Chairperson Longcore adjourned the meeting at 8:15 PM.

**Next meeting January 16, 2023, at 7:00 p.m.**

Minutes respectfully submitted by Kelli McGovern







## 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

**Julie Lovelace**  
616-914-0922  
julie@freshcoastplanning.com

**Kevin Yeomans**  
616-821-4969  
kevin@freshcoastplanning.com

# MEMORANDUM

To: Allendale Charter Township Planning Commission  
From: Gregory L. Ransford, MPA  
Date: January 11, 2023  
Re: Hidden Shores West Phase 4 Site Condominium – Preliminary Review

Attached is a Site Condominium application from Nederveld, Incorporated on behalf of Grand Valley Developers, LLC to establish Phase 4 of Hidden Shores West, which consists of 25 units and related infrastructure. The property is located within the Hidden Shores West Planned Unit Development, which is at the northeast corner of 78<sup>th</sup> Avenue and Pierce Street.

Pursuant to your longstanding direction, the applicant has submitted the site plan for preliminary review prior to scheduling the proposed project for final review and approval. While the submission is for preliminary review, we conducted a comprehensive review related to the Allendale Charter Township Zoning Ordinance to ensure the applicant receives complete guidance early in the process. As a result, the applicant responded with a site plan of the same. Based on this, we provide our observations and findings below.

### Preliminary Review Observations and Findings

As you know, our notations within this memorandum are not composed of the traditional review format (i.e. any applicable review standards, suggested conditions, etcetera) given the preliminary nature of the review. Below are our observations for the Planning Commission and applicant to consider prior to final plan review as well as other relevant notations regarding the proposed.

### General Observations

- Master Deed & Covenants – While a copy of the existing Master Deed and Covenants has been provided, it must be amended to include the details of Phase 4. We have requested a copy of the necessary amendment documents from the applicant.

### Township Staff Reviews

#### *Fire Department*

The Allendale Charter Township Fire Department is generally satisfied with the proposed plans. Their review letter is attached.

#### *Township Water and Sewer Department*

The Allendale Charter Township Water and Sewer Department is generally satisfied with the proposed plans. Their review letter is attached.

#### *Township Engineer*

The Township Engineer advised the applicant that the 2015 Traffic Study for Hidden Shores West likely needs updating. Following, the applicant provided the required trip generation analysis, which is currently under review by the Township Engineer. Once we receive his comments in that regard, we will transmit them to you.

### **Public Hearing**

As you know, site condominium projects require a public hearing. Given this, the Planning Commission will need to schedule said hearing when deemed appropriate.

### **Planning Commission Considerations**

While we would ordinarily provide you a list of considerations prior to your final plan review, we do not have further notations for your consideration.

The application has been scheduled for review at your January 16, 2023 meeting. We expect the applicant to be in attendance. If you have any questions, please let us know.

GLR  
Planner

Attachments

cc: Adam Elenbaas, Supervisor  
Jack Barr, Nederveld Incorporated

# Allendale Public Utilities

December 5, 2022

Mr. Greg Ransford  
Fresh Coast Planning  
119 1/2 Washington Avenue, Studio B  
Grand Haven, MI 49417

Hidden Shores West IV

Mr. Ransford,

This review is regarding the water and sewer for Hidden Shores West IV. I have consulted with Bruce to address his concerns with the water and sewer. The watermain currently ends at the school property. The plans show the watermain being continued to the new entrance and then stops. The watermain for this phase of the project will need to continue to 78th Ave. This will satisfy previous agreements made. The sewer main is showing to be installed from Pierce into the project. This piece of sewer should be removed as master planning has a new trunk sewer being run down Pierce to 56th Ave. We do not want to overburden the sewer within the project by having future developments tie into this point. If you have any questions or concerns please feel free to contact me.

The Public Utility Department reserves the right to make additional comments as needed.

Thank you,



Chad E. Doornbos  
Superintendent of Public Utilities  
Allendale Charter Township

# Allendale Charter Township Fire Department

## FIRE DEPARTMENT

FIRE CHIEF  
MICHAEL KEEFE

DEPUTY CHIEF  
RANDY BOSCH

CAPTAIN  
BUSINESS  
FIRE INSPECTOR  
TONY DOLCE

LIEUTENANT  
TRAINING OFFICER  
SCOTT HARKES

LIEUTENANT  
RENTAL INSPECTOR  
KYLE GARLANGER

LIEUTENANTS  
WILLIAM  
O'DONNELL  
BRUCE NAGELKIRK  
DAVE MARSHALL  
STEVE WOLBRINK

SERGEANTS  
CHRIS HOLMES  
NICK RICHARDS  
DOUG ANDERSON  
JOE FLAGSTADT  
TROY TELLER  
ERIC BUSSCHER



November 18, 2022

Gregory Ransford, Planner  
Planning Commission  
6676 Lake Michigan Drive

RE: Hidden Shores West Phase 4  
Grand Valley Development, LLC  
Mitch Koster  
6401 Lake Michigan Drive  
Allendale MI 49401

Greg:

Site plan for Hidden Shores West Phase 4 has been completed by Allendale Fire. Hydrant spacing is not adequate on current print. Fire hydrant spacing will have to meet the *IFC 2012 Table C105.1*. Fire hydrants can not be spaced more than 500' between hydrants.

Respectfully submitted

Capt. Tony Dolce  
Fire Inspector  
Allendale Fire Department

6676 Lake Michigan Dr., P O Box 539, Allendale MI 49401-0539

Phone: 616-895-6295 Fax: 616-895-6295 ext. 1116 [www.allendale-twp.org](http://www.allendale-twp.org) [mikekeefe@allendale-twp.org](mailto:mikekeefe@allendale-twp.org)



# County of Ottawa

## Office of the Water Resources Commissioner

Joe Bush  
Commissioner

Josiah Timmermans  
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460 Ph.(616) 994-4530 FAX (616) 994-4529 Email [waterresourcescommissioner@miottawa.org](mailto:waterresourcescommissioner@miottawa.org)

December 19, 2022

Mitch Koster  
Grand Valley Developers, LLC  
6410 Lake Michigan Drive  
Allendale, MI 49401

RE: Hidden Shores West Phase 4- **Preliminary Plat Drainage Approval**  
10928 78<sup>th</sup> Ave, 7550 Pierce, 7605 Pierce  
Quarter NW, Section 28, Allendale Township

Dear Mr. Koster,

Upon recommendation of our reviewing engineer, OCWRC hereby grants **Preliminary Plat Drainage Approval** for Hidden Shores West Phase 4 as shown on the preliminary plan and stormwater calculations submitted by Jack Barr, P.E., Nederveld dated November 2, 2022, and November 17, 2022, respectively.

As conditions of approval, please reference the recommendations from our reviewing engineer, Mr. Ken Bosma, P.E. Prein&Newhof in his letter dated November 18, 2022 which was previously sent to you. Those recommendations should be incorporated into the design as you move forward with your construction plan submittal.

Construction plan approval shall not be issued until OCWRC has received and reviewed acceptable plans and storm water calculations, as well as the appropriate fees for this next step in the process. Construction plan review fees shall be calculated by the developer's engineer per the current fee schedule at the time of submittal. These requirements include, in part: 1) A Section 433 Drainage District (with route & course, easements and district boundaries); 2) Deed Restrictions including minimum floor and opening elevations, a block grading plan and sump lateral requirements and restrictions, and; 3) Final Certifications, including engineer's certificates, as-built drawings and surety.

Final approval shall be granted only after receiving and reviewing all final documents, and payment of all applicable fees incurred.

If you have any questions, please contact me at (616) 994-4530.

Sincerely,

Joe Bush  
County of Ottawa  
Water Resources Commissioner



# County of Ottawa

## *Office of the Water Resources Commissioner*

**Joe Bush**  
*Commissioner*

**Josiah Timmermans**  
*Chief Deputy*

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12220 Fillmore Room 141 West Olive, MI 49460 Ph.(616) 994-4530 FAX (616) 994-4529 Email [waterresourcescommissioner@miottawa.org](mailto:waterresourcescommissioner@miottawa.org)

JB/jap

c: Mr. Jack Barr, P.E., Nederveld  
Mr. Ken Bosma, P.E., Prein&Newhof  
Mr. John Gutierrez, P.E., OCRC  
Mr. Adam Elenbaas, Supervisor of Allendale Charter Township



Since 1911

**Ottawa County Road Commission**

14110 Lakeshore Drive  
Grand Haven, Michigan 49417  
(616) 842-5400  
[permits@ottawacorc.com](mailto:permits@ottawacorc.com)

January 6, 2023

Mr. Jack Barr, PE  
Nederveld  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503

**RE: Hidden Shores West Phase 4 Preliminary Plan  
Pierce Street and 78<sup>th</sup> Avenue  
Section 28, Allendale Charter Township**

Dear Mr. Barr:

I have reviewed your Preliminary Plat for the above-mentioned project dated 12/27/2022 and have the following comments:

1. Revise note 3(f) of the General Notes to include the Ottawa County Road Commission and add to it the following note: 'A permit must be obtained from the Ottawa County Road Commission for trees planted within the ROW.'
2. Tree placement must comply with the OCRC sight distance specifications (see page 10 of our specs for public roads). Move/eliminate any tree placements that do not comply with these specs. We understand that this is a conceptual plan and trees will be moved depending on garage placement, etc., but we feel that there will be fewer issues in the future if the concept plan is spec-compliant.

Please submit three (3) sets of revised plans and an electronic pdf file for review and approval.

If you have any questions, please feel free to contact me at (616) 842-5400.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Kuiper".

Jerry Kuiper  
Special Services Aide

CC: Joe Bush, Ottawa County Water Resources Commissioner  
Jessica Pieri, Ottawa County Water Resources Commission  
Adam Elenbaas, Allendale Charter Township





December 27, 2022

Mr. Greg Ransford  
Fresh Coast Planning  
950 Taylor Avenue  
Suite 200  
Grand Haven, MI 49417

Re: Preliminary Plan Submittal; Revisions  
Hidden Shores West Phase 4  
Allendale Township, Ottawa County, Michigan

Dear Mr. Ransford:

Enclosed, along with this cover letter, are (3) sets of revised preliminary plans being submitted for Preliminary Plan review and approval of Phase 4 of the Hidden Shores West project.

Revisions have been made per your review letter dated November 21, 2022, and include the following:

**General Comments**

1. Sheet C-101 identifies an ownership table. Is this accurate?
  - Based upon the Ottawa County GIS Tax Map information this table is accurate as of December 20<sup>th</sup>, 2022. This table is just a summary of the lot ownership at the end of phase 3 where phase 4 will connect.
2. The proposed streetlights seem very close to each other. Please verify. In addition, a light is required at the intersection of Pierce Street and to the intersection immediately north.
  - Streetlights have been added at the two intersections as required and spacing has been changed to provide better spacing. See sheet C-400.
3. Is there a mailbox bank on the road? If so, please show.
  - The existing mail cluster box for the overall site will be expanded to include the new lots. See sheet C-101 for location of existing box on Wetland Lane in Phase 1.



## **Hidden Shores West PUD Resolution 2015-11**

4. Section 1E3 - Provide Master Deed and Restrictive Covenants.
  - A copy is included with this submittal
5. Section 1E5 – remove “optional” from cross section regarding sidewalks.
  - The word “optional” has been removed as requested. See sheet C-400.
6. Section 1E6 – Provide required pathway along Pierce Street of 10 feet in width pursuant to Township specification requirements.
  - The 10 foot pathway along Pierce Street has been added. See sheets C-205 and C-400.
7. Section 1F1 – A berm does not appear to be within the grading plan. Please include, along with the required vegetation.
  - The berm and vegetation have been added. See sheet C-205 and C-400.
8. Section 1F2 – Provide street names.
  - Street names have been approved by OCRC and are included on the revised plans.

## **Article 24 - Site Plan Review**

9. Section 24.05D (3) - Provide to an extent of at least a quarter mile. Typically, a snapshot of the Zoning Map is provided.
  - A snapshot of the Zoning Map has been added to the plans. See sheet C-100.
10. Section 24.05D (8) - Provide to the south, if required.
  - No structures are located within 100 feet of the south boundary line of the proposed development. A note has been added to the plans, see sheet C-101.
11. Section 24.06 (L) – Provide trip generation analysis.
  - Based on Institute of Transportation Engineers (ITE) *Trip Generation Manual* 11<sup>th</sup> Edition, Land Use Code 210 for Single-Family Detached Housing, we anticipate a total of 238 trips per day for Phase 4 (approximately 9.5 vehicle trips per day per home). The existing road network within the PUD and the connecting County roads are capable of managing these trips without decrease in level of service.

Revisions have been made per the Allendale Public Utilities review letter dated December 5, 2022, and include the following:

1. The watermain ending at the school property and continuing to the new entrance will need to be extended to 78<sup>th</sup> Avenue.
  - The water main has been extended to 78<sup>th</sup> Avenue.
2. The sewer main is showing to be installed from Pierce into the project. This piece of sewer should be removed as master planning has a new trunk sewer being run down to Pierce to 56<sup>th</sup> Avenue.
  - The sewer main has been removed.

Revisions have been made per the Allendale Charter Fire Department review letter dated November 18, 2022, and include the following:

1. Hydrant spacing is not adequate on current print. Fire hydrant spacing will have to meet the IFC 2012 Table C105.1. Fire hydrants cannot be spaced more than 500' between hydrants.
  - Hydrant spacing has been changed. See sheet C-400.

We request review of the abovementioned documents with comment or approval provided at your earliest convenience.

Should you have any questions or need additional information, please feel free to contact me at (616) 575-5190 or via email at [jbarr@nederveld.com](mailto:jbarr@nederveld.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Jack B.', is written above the printed name.

Jack Barr, PE  
Director of Engineering

Enclosures

cc: Mr. Tony Dolce; Allendale Fire Department  
Mr. Chad Doornbos; Allendale Public Utilities Department

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9/14/2016 1:33:00 PM

**2016-0033882**

**FILED/SEALED FOR RECORD IN**

**OTTAWA COUNTY, MI**

**JUSTIN F. ROEBUCK**

**COUNTY CLERK/REGISTER OF DEEDS**

**09/14/2016 AT 1:34 PM**

**MASTER DEED 213.00**

## **MASTER DEED**

### ***HIDDEN SHORES WEST***

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 613

- (1) Master Deed establishing Hidden Shores West, a Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Hidden Shores West.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Hidden Shores West.
- (4) Exhibit "C" to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit "D" to Master Deed: Mortgagee Consent to Submission of Property to Condominium Ownership.

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

This Master Deed Drafted By  
and Return to After Recording:

TODD A. HENDRICKS (P45782)  
RHOADES McKEE, PC  
55 Campau Avenue NW, Suite 300  
Grand Rapids, MI 49503

## MASTER DEED

### HIDDEN SHORES WEST

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

This Master Deed is made and executed on this 13th day of September, 2016, by GRAND VALLEY DEVELOPERS, L.L.C., a Michigan limited liability company, of 8518 Pinecroft Ct., Hudsonville, Michigan 49426 (the “Developer”).

#### WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a single family residential site plan condominium project to be known as Hidden Shores West (the “**Project**”), the first phase of which consists of thirty-six (36) units. The Project is located in Allendale Township, Ottawa County, Michigan on the parcel of land described in Article II; and

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

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

#### ARTICLE I NATURE OF PROJECT

1.1 Introduction to the Community. As the Developer of Hidden Shores West, Grand Valley Developers, L.L.C., a Michigan limited liability company, has established this Master Deed to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Hidden Shores West, as a Planned Unit Development. An integral part of the development plan is the creation of the Hidden Shores West Condominium Association, a Michigan non-profit corporation, to operate and/or maintain various common elements and common areas and community improvements and to ultimately administer and enforce this Master Deed and the other Condominium Documents referenced in this Master Deed.

1.2 Nature of Project. The initial phase of the Project consists of thirty-six (36) units individual unit condominium sites, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the

Project. Each Unit in the Project will be served by a public road system and public water and sanitary sewer utilities. The Project's storm water management system may be established by the Developer as an Ottawa County Drain District. The Project may be contracted or expanded in one or more phases in the sole discretion of the Developer, in accordance with Articles XI and XII respectively, of this Master Deed. Until the recording of the "as built" Condominium Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any Unit and/or Common Element without the consent of any Co-owner or Co-owner's mortgagee, so long as such change does not unreasonably impair or diminish the appearance of the Project. Notwithstanding the foregoing, no change shall be made to the Project's Final Development Plan without the prior approval of Allendale Township, as provided in the Allendale Charter Township Zoning Ordinance.

1.3 Co-owner Rights. Each Co-owner in the Project will have a particular and exclusive property right to the Co-owner's Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

## ARTICLE II LEGAL DESCRIPTION

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

Part of the Northwest 1/4, part of the Southwest 1/4, and part of the Southeast 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°21'49"E 1784.10 feet along the North-South 1/4 line of said section to the Point of Beginning; thence S01°21'49"E 879.21 feet along said 1/4 line to the Center of said section; thence S89°57'45"E 19.21 feet along the East-West 1/4 line of said section; thence S00°04'00"E 141.55 feet; thence Westerly 49.51 feet along a 267.00 foot radius curve to the right, said curve having a central angle of 10°37'26", and a chord bearing N64°15'13"W 49.44 feet; thence S31°03'30"W 226.00 feet; N47°56'40"W 178.61 feet; thence S55°49'08"W 59.75 feet; thence S55°23'38"W 56.93 feet; thence S34°36'22"E 105.00 feet; thence S55°23'38"W 226.00 feet; thence N34°36'22"W 98.46 feet; thence S55°23'38"W 140.00 feet; thence N34°36'22"W 98.54 feet; thence Northwesterly 122.90 feet along a 127.00 foot radius curve to the left, said curve having a central angle of 55°26'51", and a chord bearing N62°19'48"W 118.16 feet; thence S89°56'47"W 49.65 feet; thence Westerly 34.68 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 39°44'46", and a chord bearing S70°04'24"W 33.99 feet; thence N46°15'07"W 218.96 feet; thence S00°03'13"E 102.63 feet; thence S88°40'41"W 258.18 feet to the West line of the East 1/2, Southwest 1/4 of said section; thence N01°19'28"W 306.86 feet along said West line to the East-West 1/4 line of said section; thence S89°58'04"E 705.47 feet along said East-West 1/4 line to the centerline of Bass Creek; thence N16°02'00"W 571.70 feet along said creek centerline; thence N72°14'00"E 121.04 feet; thence N85°00'00"E 80.59 feet; thence Northerly 283.16 feet along a 190.00 foot radius curve to the left, said curve having a central angle of 85°23'27", and a chord bearing N17°32'10"E 257.67 feet; thence N25°09'34"W 74.60 feet; thence Northeasterly 261.78 feet along a 91.00 foot radius curve to the right, said curve having a central angle of 164°49'34", and a chord bearing N57°15'13"E 180.41 feet; thence Southerly 98.69 feet along a 140.00 foot radius curve to the right, said curve having a central angle of 40°23'19", and a chord bearing S20°08'21"E 96.66 feet; thence



S00°03'19"W 74.00 feet; thence S89°56'41"E 152.27 feet; thence Northeasterly 84.75 feet along a 83.00 foot radius curve to the right, said curve having a central angle of 58°30'16", and a chord bearing N60°51'28"E 81.12 feet; thence S89°53'25"E 115.67 feet to the Point of Beginning. Contains 23.14 Acres.

part of 70.09.28.100.034  
part of 70.09.28.300.031  
part of 70.09.28.400.004

### ARTICLE III DEFINITIONS

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

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

(b) Administrator. "Administrator" means the Michigan Department of Licensing and Regulatory Affairs, designated to serve in such capacity by the Act.

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

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

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

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

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

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

Ottawa County Treasurer's Office 9.14.16. The records in my office show no unpaid taxes or special assessments for the five tax years of 2015 and prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgments.  
**Bradley J. Slagh, Treasurer** KS

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

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

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

(l) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing for a period of ten (10) years thereafter or for as long as the Developer owns any Unit which it offers for sale, which is longer.

(m) First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held either (1) within fifty-four (54) months from the date of the first Unit conveyance, or (2) within one hundred twenty (120) days after seventy-five percent (75%) of all Units are sold, whichever first occurs.

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

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

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

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

(r) Project. "Project", "Condominium" or "Condominium Project" means Hidden Shores West, a site condominium development established in accordance with the provisions of the Act.

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

(t) Water's Edge Condominiums. "Water's Edge Condominiums" means that certain conventional condominium development, as the same may be expanded from time to time, being developed by the Developer within the Hidden Shores West PUD Zoning District established pursuant to Allendale Charter Township Ordinance No. 2015-10.

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

#### ARTICLE IV COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land. The real property described in Article II of this Master Deed, excluding those portions within the boundaries of any Condominium Unit as depicted on Exhibit B hereto, and excluding those portions of the Project identified as Limited Common Elements, but including easement interests of the Condominium in the property within the boundaries of any unit. Structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(b) Roads and Utility Rights-of-Way. Unless and until such time as the same are dedicated to the Ottawa County Road Commission by the Developer, all roads and utility rights-of-way as depicted on the Condominium Subdivision Plan ("Rights-of-Way"), including the roads built within the Rights-of-Way, but excluding all portions of driveways built upon the area of land located between the boundary of a Unit and the paved portion of the road right-of-way ("Driveway"), which Driveway shall be a Limited Common Element as provided in Section 4.2 (b);

(c) Electrical. The main electrical transmission system throughout the Project located within the Rights-of-Way, but excluding such facilities which serve individual units;

(d) Telephone/Cable. The telephone wiring system, cable television wiring, and any other telecommunications system throughout the Project located within the Rights-of-Way, but excluding such facilities which serve individual units;

(e) Gas. The gas distribution system, if any, throughout the Project located within the Rights-of-Way, but excluding such facilities which serve individual units;

(f) Storm Water Management System. The storm water management system throughout the Project, which system shall be constructed in accordance with the plans approved by the Township's engineer and shall be maintained by the Association in a condition to ensure its proper and intended operation;



(g) Common Element Improvements. All improvements constructed, erected, placed or located on the Project's General Common Elements, including, but not limited to, that portion of the Common Elements depicted as Common Area on the Condominium Subdivision Plan attached hereto as Exhibit B;

(h) Private Pond. The private pond called "North Pond", which is depicted as a General Common Element on the Condominium Subdivision Plan attached hereto as Exhibit B; and

(i) Miscellaneous. All other Common Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project, including, but not limited to, entrance landscaping and the Project's identification signage, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system which serve the Project may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. Each co-owner shall be responsible for connecting the utilities for his unit to the distribution lines lying within the Rights-of-Way at his or her sole expense.

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

(a) Subterranean Land. The land located within Unit boundaries, from and below a depth of twenty (20) feet, as shown on the Subdivision Plan attached as Exhibit B;

(b) Driveways. The Driveway surface serving a Unit;

(c) Mailboxes. Any mail and/or paper box serving a residence on a Unit; and

(d) Miscellaneous. Any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

4.3 Maintenance. The costs of maintenance, repair and replacement of all improvements within the boundaries of a Unit and any Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit. The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will at all times be subject to the approval of the Association, except the Association may not disapprove the appearance of an improvement so long as maintained as constructed with the Developer's approval. In the event that the maintenance, cleaning and decoration of such improvements by the Co-owner does not conform to the reasonable standards established by the Association, the Association will have the right to take such action as may be necessary to bring the improvements up to required standards and to charge the cost thereof to the Co-owner responsible for the cleaning, decoration and/or maintenance. The Association will in no event be obligated to repair any residence or other improvement located within or appurtenant to a Unit nor will the Association be obligated to make any capital expenditures of any type whatever with respect to such residences or improvements or to perform any maintenance or repair thereon.

If any Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within the Co-owner's Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units. A Co-owner may make improvements or modifications to the Co-owner's Unit, at his or her expense, if the purpose or modification is to facilitate access or movement within the unit for persons with disabilities who reside in or regularly visit the unit, in accordance with the provisions of Section 47a of the Act. No such improvement shall be made until the plans and specifications therefor have first been approved by the Association.

The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, uninvited visitor, invitee, family member or pet. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or their family, guests, uninvited visitors, agents or invitees, unless, and to the extent, any such cost or damage is covered by insurance maintained by the Association. 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 of the Bylaws.

4.4 Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan and their respective interests in the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan. Without limitation on the generality of the foregoing, the Developer or the Association, as the case may be, will have full power and authority to dedicate to public use, grant easements over or convey title to the land constituting the General Common Elements within the Easement for Public and Private Utilities depicted on the Condominium Subdivision Plan or any part thereof, and to execute all documents and to do all things on behalf of the Co-owners' mortgagees and other interested persons as are necessary or convenient in the exercise of such powers, provided all Units continue to have reasonable access and utility services.

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

## ARTICLE V DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the first phase of the Project is set forth in the Condominium Subdivision Plan as surveyed by Nederveld, Inc., 217 Grandville Avenue, SW, Suite 302, Grand Rapids, Michigan, 49503. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B".

5.2 Percentage of Value. The total value of the Project is one hundred percent (100%). The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The Developer may expand the Condominium Project by creating additional Units in the Expansion Area (as defined in Article XII hereof). Such expansion would result in a change in the actual percentage of value attributable to each Unit presently included in the Condominium Project (such percentages of value of all Units in the first phase of the Project would, however, remain equal to each other). The percentages of value for all Units which may be created in the Expansion Area shall be determined by Developer, in accordance with the above method of valuation.

## ARTICLE VI EASEMENTS

6.1 Easement for Maintenance of Residence Exteriors, Etc. There are hereby created easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residences that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in Section 4.3. There also will exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

6.2 Grant of Easements by Association. The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Development Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefited thereby.

6.3 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

6.4 Utility Easements. An Easement for Public and Private Utilities is hereby created within the ten (10) foot wide private easement for public utilities depicted on Exhibit B, and those portions of the Project depicted as private easements for public utilities on Exhibit B, as a non-exclusive perpetual easement for the benefit of the Co-owners, for utility companies and for governmental entities (including, but not limited to Allendale Township), providing utility services to the Project and/or having utility service facilities in the Project for the following purposes only: the right to install, repair, replace, maintain and/or extend gas lines, electricity lines, telephone lines, cablevision lines, water mains and sewer mains; the right to install equipment associated with such utility services such as lines, valves, hydrants, fittings and other improvements; and rights of ingress and egress for the installation, repair,

replacement, maintenance and extension of such utility services and facilities at reasonable times. Such easement area shall also be for the benefit of the Developer and the Association for purposes of installing and maintaining street lights and associated wiring.

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

6.6 Reservation of Easements by Developer. In addition to rights reserved by the Developer elsewhere in the Condominium Documents, Developer hereby expressly reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors grantees and assigns, a perpetual easement for the unrestricted use of all roads and General Common Elements (as defined in Section 4.1 above) now or hereafter located in any and all phases of the Condominium Project for any legitimate purpose, including, but not limited to, ingress and egress from all or any portion of all phases of the Project for the purpose of constructing residences upon Units or other improvements upon any all phases of the Project.

6.7 Entrance Landscaping and Project Sign Easements. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successor and assigns, and the Association, a perpetual easement 1) for the maintenance, repair and replacement of landscaping, sidewalk and other improvements located on the Project's General Common Elements, and 2) for the maintenance, repair and replacement of the Project's identification sign(s).

6.8 Drainage/Detention Easements. Perpetual easement in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through and under those portions of the Project, designated as private easements for public drainage on Exhibit B, for the installation, construction, maintenance, repair, and replacement of storm water drainage and detention facilities and equipment. All, maintenance, repair, and replacement costs associated with such facilities and equipment shall be the responsibility of the Association. The Developer reserves the right, in its exclusive discretion, to establish a county drain district over all or a portion of the Project's stormwater management system. The Co-Owners of any Unit encumbered by a drainage easement shall incur no cost (beyond their share of costs incurred by the Association) with respect to the construction, maintenance, repair, or replacement of such equipment and facilities within such easements except to the extent of repair or replacement caused by an intentional or negligent act of the Co-Owner or his agents, invitees, or family members. No changes shall be made by a Unit Co-owner in the grading of any Unit or area used as drainage swales which would alter surface water run-off drainage patterns without the prior written consent of the Developer during the Development Period and thereafter the Association.

6.9 Sales Office. The Developer, and its agents, representatives, and employees, may maintain offices and other facilities on the Project and engage in any acts reasonably necessary to

facilitate the development and sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold Units.

6.10 Easements and Common Elements. Developer grants to each Unit Co-owner a non-exclusive right and easement of use, access, and enjoyment in and to the common elements, subject to the Condominium Documents, any restrictions or limitations contained in this Master Deed, the Association's right to i) adopt rules regulating use and enjoyment of the common elements, including rules limiting the number of guests who may use the common elements, ii) suspend a Co-owner's right to use the common elements in the Project for any period of time during which any charge against such Co-owner's Unit remains delinquent or such Co-owner is in violation of the Condominium Documents, iii) dedicate or transfer all or any part of the common element to the public, iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated on the common elements, v) mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limits in the Condominium Documents.

6.11 Termination of Easements. Developer reserves to itself, and his successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed.

6.12 Easement for Waters Edge Condominiums. Developer hereby conveys and establishes for the benefit of the Water Edge Condominiums a non-exclusive perpetual easement to use the surface of North Pond, subject to the provisions and limitations of this Section 6.12. The use of North Pond by members of Waters Edge Condominiums shall be subject to rules and regulations which may be adopted by the Developer or the Hidden Shores Condominium Association from time to time, and those restrictions contained in the Bylaws attached to the Master Deed as Exhibit A (including, but not limited to the restrictions contained in Section 6.1.25), as the same relate to North Pond. Further, the condominium association for Water Edge Condominiums shall be responsible for contributing financially each year to the operation, insurance, maintenance, repair and replacement of North Pond a proportionate share of such expenses based upon the number of completed condominium units within Waters Edge Condominiums and the number of Units in the Project upon which completed residence exists as of the last day of December each year.

## ARTICLE VII UNIT IMPROVEMENTS OR ALTERATIONS

7.1 Unit Improvements or Alterations. The only improvements permitted to be constructed within a Unit by any Co-owner other than the Developer is a single family residence and associated improvements as contemplated and permitted by the Condominium Bylaws, subject to the approval of the Developer as provided in the Bylaws during the Development Period, and thereafter subject to the approval of the Association.

ARTICLE VIII  
UNIT BOUNDARY RELOCATIONS

8.1 Unit Boundary Relocation. Subject to the approval of Allendale Township as provided in the Allendale Township Zoning Ordinance, the Developer may, without the consent of other Co-owners or the Association, amend this Master Deed to relocate the boundaries of Units owned by the Developer as desired by the Developer. If non-developer Co-owners owning adjoining Units, or a non-developer Co-owner and Developer owning adjoining Units desire to relocate the boundaries of those Units or either of those Units, then the Board of Directors of the Association will, upon written application of the Co-owners, accompanied by the written approval of the Developer during the Development Period and, in any event, of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

8.2 Master Deed Amendment. An amendment to this Master Deed relocating Unit boundaries will identify the Units involved; will state that the boundaries between those Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Units in Article V between those if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 9.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 9.1(j).

ARTICLE IX  
AMENDMENT

9.1 Amendment. The Project is subject to Allendale Charter Township Resolution 2015-11. The Condominium Documents may not be amended or revised in any fashion which would be inconsistent with the provisions of the such Resolution, without the prior written consent of Allendale Charter Township. Furthermore, except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“A review of the association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more units in Hidden Shores West. The co-owners of the condominium adopted the attached amendment to the condominium documents on (control date). Pursuant to the terms of the condominium documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one (1) vote for each unit that is subject to your mortgage or mortgages.

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

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

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

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

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

(i) Termination of the condominium project.

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

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

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

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



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

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

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

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

(e) Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer.

(f) Developer Rights to Amend. The restrictions contained in this Article on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed.

(g) Power of Attorney. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including a Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

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

(i) Notice. Co-owners will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

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

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

(l) Allendale Charter Township Consent. The provisions of the Master Deed and Bylaws are subject to Allendale Charter Township Resolution 2015-11, and other applicable ordinances and laws. Resolution 2015-11 contains requirements not included in the Master Deed or Bylaws. Except with respect to subjects for which the Master Deed or Bylaws provide more stringent standards, Resolution 2015-11 and all other applicable ordinances and laws shall prevail. The Developer or Condominium Association shall not amend the Condominium Documents, nor exercise discretion granted under those documents in such a fashion to violate said Resolution 2015-11, ordinances or laws.

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

(n) Reservation. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes: (a) to amend the Bylaws, subject to any restrictions on amendments stated therein, (b) to correct inconsistencies, errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or errors in the locations of improvements, (c) to record "as built" condominium Subdivision Plan and/or Consolidating Master Deed, (d) to eliminate reference to any right or reservation which Developer has reserved to itself herein, (e) to provide for minor architectural variances and modifications to a Unit, and (f) to expand, convert, subdivide, or contract all or any portion of the Project.

## ARTICLE X ASSIGNMENT

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

## ARTICLE XI CONTRACTION OF PROJECT

11.1 Withdrawal of Lands. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer, within a period ending six (6) years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been conveyed by the Developer may be withdrawn without the consent of the Co-Owner and mortgagee of the Unit. Other than as set forth herein, there are no restrictions

or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn.

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

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

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

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

## ARTICLE XII EXPANSION OF CONDOMINIUM

12.1 Expansion Area. Subject to Allendale Township approval as provided in the Allendale Township Zoning Ordinance, the Developer reserves the right to elect, without the consent of any Co-owners, to expand the Condominium Project to including all or any portion of the following described property (the "Expansion Area"):

Parcel No. 1: The S 1/2 of the S/W 1/4 of the NE 1/4 of Section 28, T7N, R14W, Allendale Township, Ottawa County, Michigan.

Parcel No. 2: The E 1/2 of the SW 1/4 of Section 28, T7N, R14W, Allendale Township, Ottawa County, Michigan, except that part lying within the boundary of Hidden Shores West.

Parcel No. 3: The West 1/2 of the SE 1/4 of Section 28, T7N, R14W, Allendale Township, Ottawa County, Michigan.

Parcel No. 4: The SE 1/4 of the NW 1/4 of Section 28, T7N, R14W, Allendale Township, Ottawa County, Michigan, except that part lying within the boundary of Hidden Shores West and the Villas of Hidden Shores.

12.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending six (6) years after initial recording of this Master Deed, be increased by the addition to the Project of all or any portion of the Expansion Area and the establishment of a maximum of one hundred fifty-eight (158) additional Units.

12.3 Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the Project beyond the property described in Article II. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Project all or any portion of the Expansion Area nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. There is no requirement that, if any of the Expansion Area is added to the Project, all of the Expansion Area or any particular portion thereof must be added. Portions of the Expansion Area may be added to the Project at different times and no restrictions exist regulating the order in which portions of the Expansion Area may be added to the Project.

12.4 Residential Use. No Unit will be created within any part of the Expansion Area that is not restricted exclusively to residential use. Any structures erected on any portion of the Expansion Area will be generally compatible with structures located on the property described on Article II hereof. Multiple family dwellings may, in the discretion of Developer, be constructed on Units in the Expansion Area, subject to the prior approval of Allendale Township as provided in the Allendale Township Zoning Ordinance. No other restrictions exist as to what other improvements may be made on the Expansion Area or as to the type of condominium unit that may be created on the Expansion Area. Developer reserves the right, in its sole discretion, to establish a conventional condominium development within the boundary of any unit which may be established in the Expansion Area.

12.5 Limited Common Elements. The Developer reserves the right, in its discretion, to create Limited Common Elements within any portion of the Expansion Area and to designate Common Elements which may subsequently be assigned as Limited Common Elements.

12.6 Method of Expansion. If the Developer exercises its right to elect to expand the Project, such expansion shall be accomplished by one or more amendments to this Master Deed, adding additional land to the Project as then constituted. Any such amendment will be prepared by and at the discretion of the Developer and the percentages of value set forth in Article V hereof will be readjusted in order to preserve a total value of 100 percent for the entire Project resulting from such amendment to the Master Deed. Any and all Units created within the Expansion Area shall be assigned a percentage of value in accordance with the method identified in Article II hereof.

12.7 Reserved Easements. The Developer reserves the right to create easements within any portion of the property described in Article II for the benefit of the Expansion Area in addition to the easements reserved in Article VI hereof.

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

ARTICLE XIII  
LIMITATION OF LIABILITY

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

ARTICLE XIV  
CONTROLLING LAW

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

*[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]*

The Developer has duly executed this Master Deed on the day and year first above written.

GRAND VALLEY DEVELOPERS, L.L.C.,  
a Michigan limited liability company

By: \_\_\_\_\_

Mitchell G. Koster, Member

Acknowledged before me on this 13<sup>th</sup> day of September, 2016, before me, in Kent  
County, Michigan, by Mitchell G. Koster, Member of Grand Valley Developers, L.L.C., a Michigan  
limited liability company, on behalf of the company.

**JENNIFER A. DUNHAM**  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 11-26-2020  
Acting In the County of Kent

Jennifer A. Dunham  
Notary Public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" TO MASTER DEED  
BYLAWS  
OF  
HIDDEN SHORES WEST**

**ARTICLE I  
ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II  
ASSESSMENTS**

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

2.1 Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, or the 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 General Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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 must be funded by regular semi-annual payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this 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 that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5000) annually for the entire 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 required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Five Thousand Dollars (\$5000) annually for the entire Project, (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, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

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 TWO (2) SEMI-ANNUAL INSTALLMENTS, UNLESS A DIFFERENT INTERVAL IS SELECTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, COMMENCING WITH ACCEPTANCE OF A DEED TO OR A LAND CONTRACT VENDEE'S INTEREST IN A UNIT, OR WITH THE ACQUISITION OF TITLE TO A UNIT BY ANY OTHER MEANS.** Semi-annual assessments shall be deemed paid in advance and shall be due and payable on the first day of January and July each year. A Co-owner's initial semi-annual assessment shall be prorated. The Board of Directors may, in its sole discretion, elect to collect the regular assessments on a different basis, such as monthly, quarterly or annually. The payment of an assessment will be in default if



such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

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

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

(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. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien

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

(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 installments of the annual assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association will so notify the delinquent Co-owner and will inform him that he may request a judicial hearing by bringing suit against the Association.

(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.

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

(f) Mortgagee Notice to Association of Foreclosure. The mortgagee of a first mortgage of record of a condominium unit shall give notice to the association of co-owners of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the association of co-owners by certified mail, return receipt requested, addressed to the resident agent of the association of co-owners at

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

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 or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for assessments that have priority over the first mortgage under section 108 of the Act.

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium and its designated residential builders for the Project, Jim Tibbe Homes, Inc. and Interra Homes, LLC (collectively the "Builder"), shall not be responsible at any time for payment of Association assessments. Developer and Builder, however, will at all times pay all expenses of maintaining the Units that they own, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except 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 and/or the Builder. For purposes of the foregoing sentence, the Developer's or Builder's proportionate share of such expenses will be based upon the ratio of all Units owned by each of them at the time the expense is incurred to the total number of Units then in the Project. In no event will Developer or Builder be responsible for payment of any assessments for deferred maintenance, reserves for replacement, 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 Allendale Charter Township.

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

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

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, being MCL 570.1101 to 570.1305, 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, and interest, late charges, fines, costs, and attorney fees relating thereto. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments, interest, late charges, fines, costs, and attorney fees as may exist or a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments, interest, late charges, fines, costs, and attorney fees as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit will render any unpaid assessments, interest, late charges, fines, costs, and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record, as provided herein.

### ARTICLE III ARBITRATION

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

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

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

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

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

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

#### ARTICLE IV INSURANCE

4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements of the Project, carry liability and other insurance coverage as the Board of Directors may determine to be appropriate. 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. Each Co-owner shall be responsible for obtaining insurance coverage for his or her property located within the boundaries of his or her unit (including, but not limited to the Driveway serving his or her unit), and the Association shall have absolutely no responsibility for obtaining such coverage.

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

(c) 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 General Common Elements 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 General Common Elements unless two-thirds (2/3) of the Association members have given their 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 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 his residence and all other improvements constructed or to be constructed within the boundaries of his Condominium Unit, together with all Limited Common Elements appurtenant to his Unit, whether located within or outside the boundaries of his Unit, and for his personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located). The Association will under no circumstances have any obligation to obtain any of the insurance coverage 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 or the Association.

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

## ARTICLE V RECONSTRUCTION OR REPAIR

5.1 Repair in Accordance with Plans and Specifications. Any reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for each residence in the Project to a condition as comparable as possible to the condition existing prior to damage unless a vote of two-thirds (2/3) of the Co-owners decides otherwise.

### 5.2 Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to the residence or other improvement constructed within the boundaries of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it will be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair will be that of the Association.

(b) Damage to Interior of Residence. Each Co-owner will be responsible for the reconstruction, repair and maintenance of the interior of the residence constructed within the boundaries of his Unit.

5.3 Association Responsibility for Repair. Except as otherwise provided in Section 5.2 above and in the Master Deed, the Association will be responsible for the reconstruction, repair and maintenance of the General Common Elements.

5.4 Timely Reconstruction and Repair. If damage to Common Elements or the residence or other 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.

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

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

5.7 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

By accepting a Deed or other instrument conveying any interest in any portion of Hidden Shores West, each Unit Co-owner acknowledges that, as the Developer of Hidden Shores West, and as an owner of portions of Hidden Shores West as well as other real estate within the vicinity of Hidden Shores West, Developer has a substantial interest in ensuring that the improvements within Hidden Shores West enhance the declarant's reputation as a community developer and do not impair Developer's ability to market, sell or lease its property. Therefore, each Unit Co-owner agrees that no activity within the scope of this Article VI shall be commenced upon such Co-owner's Unit unless and until the Developer during the Development Period and thereafter the Association has given its prior written approval for such activity, which approval may be granted or withheld in the Developer's sole discretion, in accordance with the provisions of Section 6.2.5 below.

All of the Units in Hidden Shores West will be held, used and enjoyed subject to the following limitations and restrictions:

### 6.1 Use Restrictions.

6.1.1 Ordinance Compliance. In addition to the restrictions which follow below, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Allendale Township, Ottawa County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Allendale Township and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. Further, the use of any Unit is subject to Allendale Charter

Township Resolution 2015-11. To the extent that the restrictions contained herein are more restrictive than the Allendale Township Zoning Ordinance or Resolution 2015-11, the restrictions contained herein shall apply.

6.1.2 Residential Use. The Units are for residential purposes only.

6.1.3 Home Occupations. Although all Units are to be used only for residential purposes, nonetheless home occupations will be considered part of a residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof.

6.1.4 Letter and Delivery Boxes. The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes. Each Unit will be responsible for installing his or her own mailbox which has been approved by Developer.

6.1.5 Signs. Signs or any advertising shall not be displayed on any Unit, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding six (6) square feet in size may be displayed without approval. A name and address sign, the design of which will be approved by the Developer, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

6.1.6 Solar Panels and Satellite Dishes. Solar panels, antennas and satellite dish installations and location must be approved in writing by the Developer during the Development Period and thereafter by the Association prior to construction.

6.1.7 Accessory Buildings and Structures. No improvement or structure may be placed, erected or maintained on any Unit, except in accordance with plans approved in accordance with Section 6.2.5. No accessory building shall be erected or placed on any Unit which has frontage on the pond in the Project. No more than one (1) accessory building shall be permitted on a Unit which does not have frontage on the pond in the Project. Exterior surfaces of accessory buildings shall be of the same architectural style and color combination used for the residence on the Unit. No accessory building shall exceed 200 square feet in size, or the size limitation contained in the Allendale Township Zoning Ordinance, whichever is less.

6.1.8 Animals. Animals, livestock, or poultry of any kind shall not be kept or maintained on any Unit, except household dogs, cats, small caged pet birds, and fish, which may be kept thereon in reasonable numbers as pets. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner shall be required to properly dispose of the waste his or her animal deposits on any property in the Project. No dog which barks and can be heard on a frequent or continuing basis will be kept on any Unit.

6.1.9 Recreational and Commercial Vehicles. House trailers, commercial vehicles, trailers, boats, camping vehicles, motorcycles, all-terrain vehicles, snowmobiles, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may not be parked or stored upon any Unit or adjoining areas, without the prior written approval of the



Developer during the Development Period and thereafter by the Association, unless parked in a garage with the door completely closed or unless present for temporary loading or unloading purposes. Inoperable vehicles of any type may not be brought or stored upon any Unit, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles and trucks will not be parked in or about any Unit (unless fully inside a garage with the door completely closed) except while making deliveries or pickups in the normal course of business. Any truck over 3/4-ton and any vehicle with a company name will be considered a commercial vehicle. No vehicle may be parked overnight on any road in the Project, except as may be permitted by the Association in accordance with any rules or regulations adopted by the Association.

6.1.10 Nuisances/Maintenance. No owner of any Unit will do or permit to be done any act or condition upon his Unit which may be or is or may become a nuisance. No Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Unit except to the extent it is natural undergrowth in a wooded area that the Co-owner does not disturb in the construction of the Co-owner's residence and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Unit. In the event that any Co-owner of any Unit will fail or refuse to keep a Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Unit and remove the same and such entry will not be a trespass; the Co-owner of the Unit will reimburse the Developer or the Association all costs of such removal. Further, each Co-owner shall mow and maintain the land area located between the boundary of his or her unit and the paved portion of the public road right-of-way.

6.1.11 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 elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week. *The Association will be responsible for selecting and contracting with a garbage removal company for garbage and refuse disposal for all Units in the Project.* Each Unit owner will contribute toward the cost of such garbage and refuse disposal.

6.1.12 Mineral Extraction. No Unit owner shall construct or place a derrick or other structure designed for use in boring for oil or natural gas upon any Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Unit. Rock, gravel, and/or clay will not be excavated or removed from any Unit for commercial purposes. This Section 6.1.12 shall not apply to the Developer during the Development Period.

6.1.13 Common Areas. That portion of the Project which is depicted as Common Area on the Condominium Subdivision Plan attached hereto as Exhibit B may be utilized for the pedestrian recreational enjoyment of Co-owners, their immediate family and guests, subject to the limitations and restrictions contained in the Condominium Documents and the rules and regulations which may be adopted by the Developer or the Association, if any. Such area is a General Common Element of Hidden Shores West. It shall be maintained by the Association for

the common use and enjoyment of all of the Co-owners of Hidden Shores West. Improvements to such Common Area will be made at the election of the Developer during the Development Period and thereafter by the Association. The gazebo and landscaping located within the Common Area shall be constructed by the Developer. Such improvements shall be maintained, repaired and replaced by the Association. No Co-owner may construct or place any improvement or store any item on any Common Area. The Association may adopt reasonable rules and regulations with regard to the use of the Common Area. The Project's General Common Elements shall not be used for the storage of supplies or personal property by any Unit Co-owner.

6.1.14 Walls, Fences and Hedges. No wall, fence or hedge used to enclose or define Unit boundary lines will be permitted. Walls, fences or hedges of an approved design may be used, however, to enclose service areas, patios, swimming pools or other areas requiring privacy. If a wall, fence, hedge, screen, or other improvement is desired, plans therefore must be submitted to the Developer during the Development Period or thereafter the Association for approval prior to construction. Wire or chain link fences are prohibited; iron, vinyl, masonry or plant materials are considered as suitable components for fences and screens. No wall, fence, hedge or screen of any nature shall be permitted on any Unit having frontage on North Pond, within forty (40) feet from the edge of the water.

6.1.15 Outdoor Lighting. No vapor lights, dusk to dawn lights or other outdoor lights regularly left on throughout the night may be installed or maintained on any Unit without the prior written consent of the Developer during the Development Period and thereafter the Association.

6.1.16 Fuel Storage Tanks. No oil or fuel storage tanks may be installed on any Unit.

6.1.17 Tree Removal. All tree removal shall be subject to the approval of the Developer during the Development Period or thereafter the Association. No tree over four (4) inches in diameter may be removed without prior written approval by the Developer during the Development Period or thereafter the Association.

6.1.18 Granting of Right-of-Way Easement. No Unit Co-owner shall grant any right-of-way or easement across his or her Unit to any person(s) or entities without prior written approval of the Developer during the Development Period and thereafter the Association.

6.1.19 Access Entrance. Ingress and Egress to all Units within the Project shall be only by means of the Project's public road system, which road system is a General Common Element until such time as the same is dedicated to the Ottawa County Road Commission.

6.1.20 Soil Removal. All soil removed from any Unit shall remain the property of the Developer. When said soil is removed, it shall be placed by the Unit Co-owner, at the Unit Co-owner's expense, in such place or places that the Developer shall designate.

6.1.21 Pools and Tennis Courts. No above-ground swimming pool will be permitted in the Project. In-ground swimming pools are permissible with prior written consent of the Developer during the Development Period and thereafter the Association. An iron or vinyl fence shall be permitted around the perimeter of an in-ground swimming pool, the design and location of which must be approved by the Developer during the Development Period and thereafter the Association, prior to the construction of same. No tennis court shall be constructed upon a Unit unless and until the plans for same have been first approved by the Developer during the Development Period and thereafter the Association.

6.1.22 Playground Equipment. All playground equipment such as swing sets, slides, and the like shall be kept in the rear yards of all Units in a location approved by the Developer during the Development Period and thereafter the Association.

6.1.23 Care and Appearance of Units. The yard and exterior surfaces of all improvements on all Units shall be maintained by the Unit Co-owner in a neat and attractive manner and in good condition and repair.

6.1.24 Fertilizer and Pesticide Use. The Developer, during the Development Period and thereafter the Association, will have the right to adopt rules and regulations to control the use of fertilizer, pesticides, fungicides and the like on any Unit and/or within any of the ponds and wetlands adjoining the Units. Only non-phosphorus fertilizer shall be utilized in the Project.

6.1.25 Pond Restrictions. North Pond, being the private pond located within the Project (which is a General Common Element) shall be subject to the following provisions:

(a) Pond Use. The North Pond shall be only for the use and enjoyment of the Unit Co-owners and the owners of condominium units within Waters Edge Condominiums (as both projects may be expanded by the Developer from time to time, and their family members and guests, subject to the rules and regulations adopted from time to time by the Developer.

(b) Boats. No boat over ten (10) feet in length, nor any boat with a gasoline powered engine, shall be permitted on the pond or to be launched into the pond. No Unit Co-owner whose Unit has frontage on North Pond shall have more than two (2) boats per dock.

(c) Docks. All Co-owners of Units having frontage on a pond shall be permitted to place not more than one (1) aluminum dock in or over the water that does not extend over ten (10) feet into the pond, unless otherwise approved in writing by the Developer. All docks shall comply in all respects with the requirements of this Section 6.1.25 as well as the requirements of the Allendale Township Zoning Ordinance, and shall be removed from the pond on or before November 1 of each year and may be returned to the pond after April 1 of each year. Docks may be stored during the winter months on a Unit near the pond. No Co-owner of a Unit which does not have frontage on the pond shall be permitted to construct a dock on the pond. The design and appearance of all docks in or on North Pond are subject to approval of the Developer, and to rules and regulations adopted by the Developer. Swim platforms are prohibited on all ponds in the Project.

(d) Common Area. The Association may place not more than one (1) dock into the pond from the Common Area which is located South of Unit 34, for the benefit of Co-owners of in the Project (which shall not be for the benefit of the owners of the condominium units within Waters Edge Condominiums). The design, construction and length of same shall be determined by the Developer. No boats or personal property owned by a Co-owner shall be stored on the Common Area overnight. Fishing is prohibited from the Common Area.

(e) Shoreline. No fill will be used to extend a Unit beyond the shoreline of any pond in the Project without the prior written consent of the Developer during the Development Period, or thereafter, the Association. The Developer reserves the right to control each Co-owner's use and improvement of the shoreline and adjacent land area surrounding all ponds in the Project, as well as uses and improvements made by the owners of units within and the condominium association of Waters Edge Condominiums, in order to preserve harmonious

and consistent docks, development and character of the shoreline and adjacent land area surrounding all ponds, as determined by the Developer. Co-owners of Units having frontage on a pond will be required to construct and maintain a ten (10) foot wide sandy beach boarder at the edge of the pond pursuant to plans and specifications approved by the Developer.

(f) North Pond Maintenance. North Pond shall be maintained by the Association. All costs and expenses associated with lake maintenance, repair, replacement and insurance, shall be an expense of administration for the Association, a portion of which shall be the responsibility of the condominium association for Waters Edge Condominiums. Subsequent phase of the Project may contained ponds, which will be similarly maintained by the Association at the sole cost and expense of the Association.

(g) Storage. No boat shall be stored on a Unit, unless such storage complies in all respects with Section 6.1.9 above.

(h) Association Rules. The Association may adopt reasonable rules and regulations with regard to the use of North Pond and the Common Area dock.

(i) No Petition for Lake Board. The Developer and all parties, at any time owning or having any interest in the Project, shall not, at any time, petition for the establishment of a lake board pursuant to Michigan Act 345 of 1966, as amended, in accordance with the restrictions of Allendale Township Resolution 2015-11.

(j) Waters Edge Condominiums. Each residential building located within Waters Edge Condominiums (as the same is expanded from time to time) which fronts North Pond such that the building lies between North Pond and the nearest road within Waters Edge Condominiums, shall be permitted to construct a single aluminum dock to be shared by the owners of the two units located within such building, which dock and use thereof shall comply with all of the provisions of this 6.1.25. The condominium association for Waters Edge Condominiums may place not more than one (1) dock in North Pond extending from the project's common element area near Unit 1 in Waters Edge Condominiums, for the benefit of the unit owners in Waters Edge Condominiums within buildings which do not front North Pond. The design, construction and length of such dock shall be determined by the Developer. Such common elements within Waters Edge Condominiums shall not be used for the overnight storage of boats or personal property. Fishing is prohibited from such common elements. No owner of a unit in a building which does not directly front on North Pond shall be permitted to construct a dock on North Lake. All costs and expenses associated with the common areas and/or docks serving the owners of units in Waters Edge Condominiums shall be the sole responsibility of the owners of units within Waters Edge Condominiums.

The Developer makes no representation or warranty regarding the elevation of the water in the private pond. The level of the water in the private pond may vary based on seasonal conditions.

## 6.2 Building Restrictions.

6.2.1 Minimum Square Footage. THE FOLLOWING MINIMUM SQUARE FOOTAGE REQUIREMENTS EXIST FOR RESIDENCES CONSTRUCTED ON UNITS WITHIN THE PROJECT: No one story residence will be constructed with a fully enclosed main floor area of less than 1,100 square feet, exclusive of decks, porches, patios, and garages. No two story residence will be constructed with a total floor area of less than 1,400 square feet, exclusive of decks, porches, patios, and garages.

The Developer encourages Co-owners to construct residences having exterior finishes consisting of brick, stucco, cedar wood and/or stone, together with upgraded architectural grade dimensional roof shingles. However, aluminum and vinyl siding are permissible exterior finishes. All residences shall be built on site upon a full basement and foundation. No mobile or modular homes are permitted. NOTWITHSTANDING THE FOREGOING, THE DEVELOPER DURING THE DEVELOPMENT PERIOD AND THEREAFTER THE ASSOCIATION MAY, IN THE SOLE DISCRETION OF THE DEVELOPER DURING THE DEVELOPMENT PERIOD AND THEREAFTER THE ASSOCIATION, WAIVE OR PERMIT REASONABLE MODIFICATIONS OF THE REQUIREMENTS CONTAINED IN THIS PARAGRAPH 6.2.1.

6.2.2 Garages. A garage containing at least two stalls will be attached to the residence.

6.2.3 Driveway/Landscaping/Sidewalks. The driveway approach leading from the hard-surface street to the residence must be made of asphalt or concrete, unless otherwise agreed to by the Developer during the Development Period and thereafter the Association. Within one (1) year after the completion of construction of the residence on the Unit, the Unit, to the extent it does not have natural cover within woods, will be graded, and will be either covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the same or an alternate landscaping plan as approved by the Developer during the Development Period and thereafter the Association. All landscaping shall be subject to the approval of landscaping plans in accordance with Section 6.2.5. Prior to occupancy of a Unit, each Unit Co-owner shall construct a sidewalk along the public road in front of his or her Unit, the design and location of which shall be approved by the Developer, and shall plant a street tree or trees upon such area, as required by Developer and Allendale Township Resolution 2015-11. Sidewalks and trees located within the road right-of-way shall be maintained, repaired and replaced by the unit Co-Owner of the Unit which the same fronts. No substantial changes in the elevations of the land may be made without the prior written consent of the Developer during the Development Period and thereafter the Association.

6.2.4 Damage to Road, Sidewalks or Utilities. Any damage to any road, sidewalk, utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer during the Development Period and thereafter by the Association.

6.2.5 Approval of Plans. The Developer during the Development Period and thereafter the Association shall have the right to control the buildings, structures, and other improvements placed on each Unit, as well as to make such exceptions to these bylaws as the Developer during the Development Period and thereafter the Association will deem necessary and proper. No activities shall commence and no building or other improvement or landscaping shall be placed upon a Unit unless and until the plans and specifications therefore showing the nature, kind, shape, structural design, stormwater drainage, exterior lighting, height, color, materials and location of the improvements and the plot plan including elevations and such other additional information as may be reasonably necessary to consider any application, have the prior written approval of the Developer during the Development Period and thereafter the Association and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer during the Development Period and thereafter the Association. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer during the Development Period and thereafter the Association and one will be returned to the applicant. The

Developer reserves the right, in its sole discretion, to assign its rights hereunder to the Association prior to the expiration of the Development Period.

In reviewing each submission, the Developer during the Development Period and thereafter the Association may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Unit Co-owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Developer during the Development Period and thereafter the Association shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as made in good faith and in accordance with the procedures set forth herein.

6.2.6 Approved Contractor and Construction Process. All construction of all buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer during the Development Period and thereafter the Association and shall be done in accordance with plans approved pursuant to Section 6.2.5. When the construction of any building is once begun, work thereon must be diligently continued and must be completed within a reasonable time. In any event, construction of a building or structure on a Unit must be commenced within two (2) years from the date of purchase of such Unit, and all construction on such Unit must be completed within twelve (12) months from the start thereof, provided that the Developer during the Development Period and thereafter the Association may extend such time when conditions warrant an extension. Construction of all other improvements will be done by contractors approved in writing by the Developer during the Development Period and thereafter the Association. Soil erosion protection and stabilization techniques and procedures shall be provided continuously during all phases of construction, in accordance with Ottawa County standards so as to prevent any adverse effects resulting or arising from erosion of soil (except adverse effects that are only minimal or inconsequential). The providing of sufficient measures for such purposes, and specific requirements relating thereto, may be included as conditions in any building permits issued for any construction within the Project. Prior to the issuance of a building permit for a dwelling upon any of the Units within the Project, a site grading plan shall be prepared and submitted along with plans and measures for control of soil erosion during construction, and shall be reviewed and approved by the Developer during the Development Period and thereafter the Association. The site grading plan shall accurately show the drainage and flow of storm water on each Unit in sufficient detail for appropriate evaluation by the Developer during the Development Period and thereafter the Association. All Units shall be developed only in accordance with the site grading plan as approved by the Developer during the Development Period and thereafter the Association. A request for modification of a grading plan for a Unit may be made with an application for building permit, and shall be subject to review and approval by the Developer during the Development Period and thereafter the Association.

6.2.7 Public Water and Sanitary Sewer. Each Unit shall be served by public water and sanitary sewer systems. All costs and expenses associated with hooking a Unit up to such systems shall be the responsibility of each Unit Co-owner. No individual on-site water system or on-site septic system shall be permitted.

### 6.3 Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in

possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least twelve (12) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. After the transitional control date, the Association may amend the Condominium Documents as to the rental of units or terms of occupancy as provided in section 90(4) of the Act. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or units as long as they are owned or leased by the Developer.

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

(1) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessees or occupants and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the co-owner or Developer shall supply the Association with the names and addresses of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

(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 may take the following action:

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

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of 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 Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (3) above.

6.4 Changes in Common Elements. Except as provided in Section 6.2.5 above with respect to the Developer, no Co-owner will make changes in any of the Common Elements, Limited or General, without the express written approval of the Association.

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

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

6.6 Reserved Rights of Developer.

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

(b) 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.

## 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.

## 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 has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 8.5 and 9.9 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 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 fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

## ARTICLE IX MEETINGS

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.

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

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

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 two-thirds (2/3) of

the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

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 (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by 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) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this 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 (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI  
BOARD OF DIRECTORS

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

11.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided in subsection (b) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least 1 director, and not less than 25% of the board of directors of the Association shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 11.5 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 non-developer Co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as

long as the Developer owns and offers for sale at least 10% of all Units in the Project or as long as 10% of the Units remain that may be created. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(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 non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

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

(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.

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

**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. 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, employ and discharge 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 will 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 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.
- (k) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

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

11.5 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-

developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 2(b) of this Article.

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

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

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

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

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

11.11 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.

11.12 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.

11.13 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, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

(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. He will be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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/Assessment of Tangible Personal Property. The Developer, or the project manager which has been appointed by the Developer, if any, will administer the affairs of the project and will keep books and records with a detailed account of the expenditures and receipts affecting the Project and its administration, and which specify the operating expenses of the project, until such time as the Board of Directors of the Association is transferred to non-developer co-owners. After the Association is controlled by non-developer Board of Directors, the Treasurer of the Association shall have such responsibility, unless the Board has engaged the services of a project manager for such purposes. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Notwithstanding the foregoing, if the Association's annual revenues are greater than \$20,000.00, it shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant ("CPA"), as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. The Association of Co-owners may opt out of the requirements of a CPA audit on an annual basis by an affirmative vote of a majority of its members by any means permitted under these Bylaws. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration. The person designated to administer the affairs of the project shall be assessed as the person in possession for any tangible personal property of the project owned or possessed in common by the co-owners. Personal property taxes based on that tangible personal property shall be treated as expenses of administration.

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 attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by

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

#### ARTICLE XV SEAL

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

#### ARTICLE XVI COMPLIANCE

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

#### ARTICLE XVII REMEDIES FOR DEFAULT

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

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 also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the

provisions of the Condominium Documents. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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 Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

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

17.8 Attorney Fees. In any proceeding arising because of an alleged default by any Co-owner or the Association, the Developer and/or the Builder 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 or the Association be entitled to recover such costs or attorneys' fees.

#### ARTICLE XVIII RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development

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

## ARTICLE XIX MISCELLANEOUS PROVISIONS

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 8518 Pinecroft Ct., Hudsonville, Michigan 49426, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

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

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 Resolution 2015-11 or the ordinances of Allendale Charter Township and any Condominium Document, Resolution 2015-11 or other ordinance shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

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

HIDDEN SHORES WEST

Part of the Northwest 1/4, part of the Southwest 1/4, and part of the Southeast 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan

DEVELOPER	SURVEYOR
Grand Valley Developers, LLC 8518 Pinecroft Court Hudsonville, MI 49426	Nederfeld, Inc. 217 Grandville Avenue SW Suite 302 Grand Rapids, Michigan 49503

**DESCRIPTION**

Part of the Northwest 1/4, part of the Southwest 1/4, and part of the Southeast 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°21'49"E 1784.10 feet along the North-South 1/4 line of said section to the Point of Beginning; thence S01°21'49"E 879.21 feet along said 1/4 line to the Center of said section; thence S89°57'45"E 19.21 feet along the East-West 1/4 line of said section; thence S00°04'00"E 141.55 feet; thence Westerly 49.51 feet along a 267.00 foot radius curve to the right, said curve having a central angle of 10°37'26", and a chord bearing N64°15'13"W 49.44 feet; thence S31°03'30"W 226.00 feet; N47°56'40"W 178.61 feet; thence S55°49'08"W 59.75 feet; thence S55°23'38"W 56.93 feet; thence S34°36'22"E 105.00 feet; thence S55°23'38"W 226.00 feet; thence N34°36'22"W 98.46 feet; thence S55°23'38"W 140.00 feet; thence N34°36'22"W 98.54 feet; thence Northwestery 122.90 feet along a 127.00 foot radius curve to the left, said curve having a central angle of 55°26'51", and a chord bearing N62°19'48"W 118.16 feet; thence S89°56'47"W 49.65 feet; thence Westerly 34.68 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 39°44'46", and a chord bearing S70°04'24"W 33.99 feet; thence N46°15'07"W 218.96 feet; thence S00°03'13"E 102.63 feet; thence S88°40'41"W 258.18 feet to the West line of the East 1/2, Southwest 1/4 of said section; thence N01°19'28"W 306.86 feet along said West line to the East-West 1/4 line of said section; thence S89°58'04"E 705.47 feet along said East-West 1/4 line to the centerline of Bass Creek; thence N16°02'00"W 571.70 feet along said creek centerline; thence N72°14'00"E 121.04 feet; thence N85°00'00"E 80.59 feet; thence Northerly 283.16 feet along a 190.00 foot radius curve to the left, said curve having a central angle of 85°23'27", and a chord bearing N17°32'10"E 257.67 feet; thence N25°09'34"W 74.60 feet; thence Northeastery 261.78 feet along a 91.00 foot radius curve to the right, said curve having a central angle of 164°49'34", and a chord bearing N57°15'13"E 180.41 feet; thence Southerly 98.69 feet along a 140.00 foot radius curve to the right, said curve having a central angle of 40°23'19", and a chord bearing S20°08'21"E 96.66 feet; thence S00°03'19"W 74.00 feet; thence S89°56'41"E 152.27 feet; thence Northeastery 84.75 feet along a 83.00 foot radius curve to the right, said curve having a central angle of 58°30'16", and a chord bearing N60°51'28"E 81.12 feet; thence S89°53'25"E 115.67 feet to the Point of Beginning. Contains 23.14 Acres.

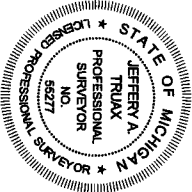
**ATTENTION COUNTY REGISTER OF DEEDS**

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

**NOTE**

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

- SHEET INDEX**
- 1) COVER SHEET
  - 2) SURVEY PLAN
  - 3) SITE PLAN "A"
  - 4) SITE PLAN "B"
  - 5) SITE PLAN "C"
  - 6) SITE PLAN "D"
  - 7) EASEMENT & UTILITY PLAN "A"
  - 8) EASEMENT & UTILITY PLAN "B"
  - 9) EASEMENT & UTILITY PLAN "C"
  - 10) EASEMENT & UTILITY PLAN "D"
  - 11) EXPANDABLE AREA PLAN



COVER SHEET  
SHEET NO. 1

PROPOSED DATED SEPTEMBER 13, 2016

COORDINATES

POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	20000.000	20000.000	21	17000.332	19194.917
2	18216.551	20042.450	22	16988.746	19152.988
3	18150.548	20044.021	23	17140.194	18894.785
4	17337.582	20063.371	24	17037.521	18894.882
5	17337.579	20062.577	25	17035.998	18828.883
6	17196.032	20082.742	26	17032.556	18778.757
7	17202.580	20066.583	27	17031.584	18738.788
8	17217.507	20039.213	28	17338.345	18729.877
9	17160.888	20004.163	29	17338.321	18772.889
10	17023.906	19921.617	30	17337.947	19453.152
11	17143.547	19789.001	31	17387.406	19277.251
12	17109.878	19739.572	32	17324.340	19392.516
13	17077.946	19692.714	33	17351.384	19472.786
14	16891.223	19752.347	34	18177.084	19550.435
15	16900.354	19620.665	35	18244.582	19518.772
16	16862.870	19598.332	36	18342.188	19670.457
17	16843.910	19510.413	37	18251.420	19703.735
18	16864.400	19395.183	38	18177.417	19703.665
19	16945.506	19339.219	39	18177.270	19655.934
20	17000.578	18234.588	40	18216.773	19928.782

LINE TABLE

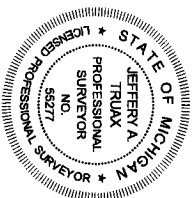
LINE #	BEARING	DISTANCE
L1	S85°49'08"W	59.75
L2	S85°23'38"W	56.93
L3	N34°36'22"W	98.46
L4	S85°23'38"W	140.00
L5	N34°36'22"W	98.54
L6	S89°58'47"W	49.85

SURVEYOR'S CERTIFICATE

I, Jeffrey A. Truax, Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as HIDDEN SHORES WEST, Ottawa County Condominium Subdivision Plan No. 6123, as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers will be placed in the ground within 12 months from recordation of the Condominium Subdivision Plan as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

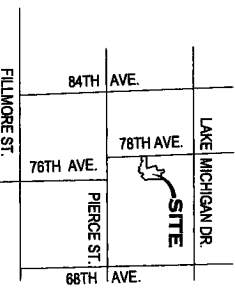
Date: SEPTEMBER 13, 2016

*Jeffrey A. Truax*  
Jeffrey A. Truax  
Professional Surveyor No. 55277  
NEDERVELD, INC.



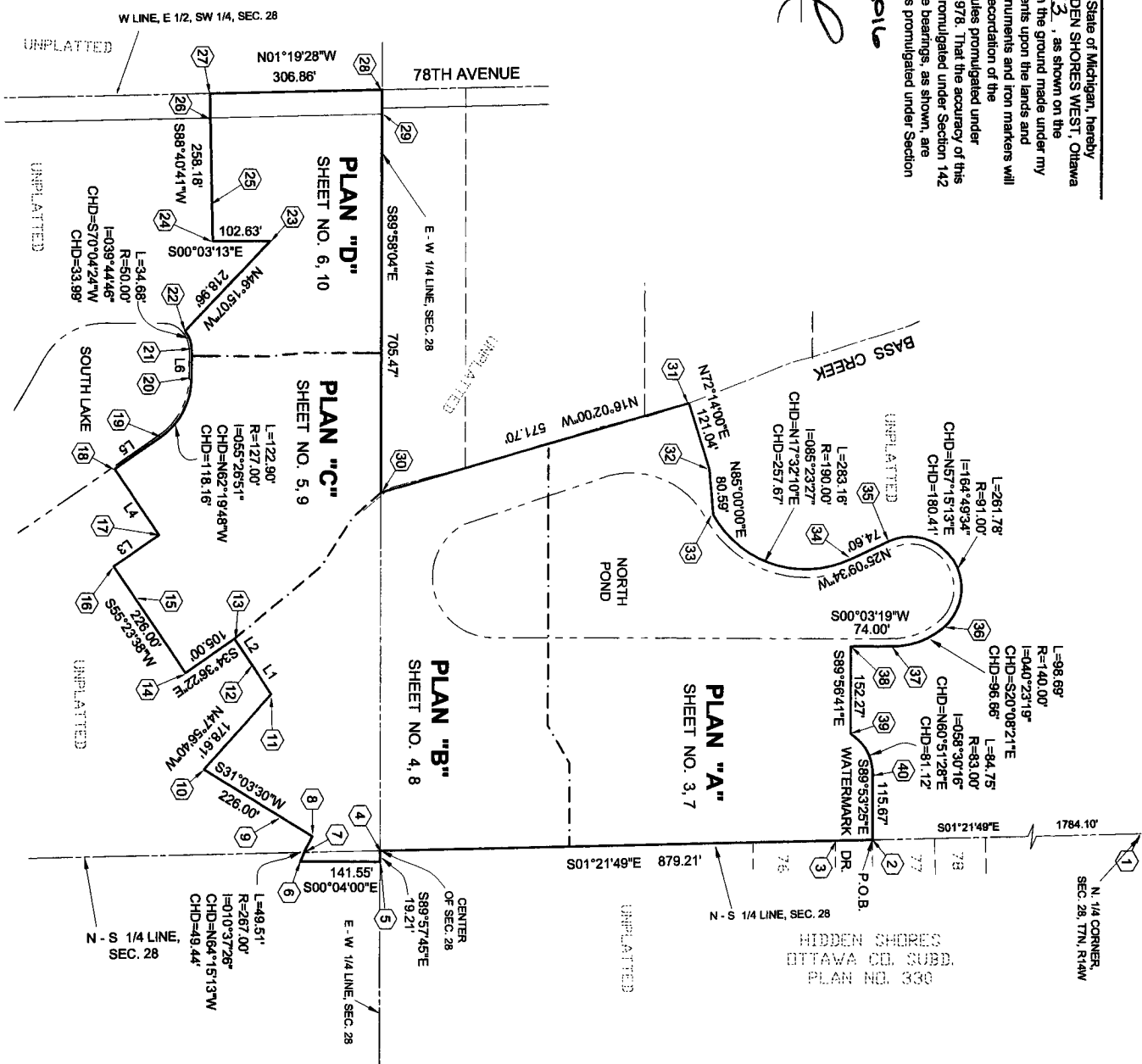
NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

LOCATION MAP



SURVEY PLAN  
HIDDEN SHORES WEST

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



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 2

COORDINATE TABLE

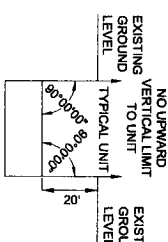
POINT #	NORTHING	EASTING
1	20000.000	20000.000
2	18216.551	20042.450
3	18150.548	20044.021
31	17887.408	19277.251
32	17824.340	19382.516
33	17831.364	19472.796
34	18177.064	19550.435
35	18244.582	19518.722
36	18342.188	19870.457
37	18251.420	19703.736
38	18177.417	19703.665
39	18177.270	19855.934
40	18216.773	19826.782
41	18150.773	19826.558
42	18133.789	19809.623
43	18133.853	19843.623
44	18087.282	19843.578
45	17987.282	19843.482
46	17907.282	19843.405
47	17817.282	19843.318
48	17727.282	19843.232
57	18035.988	20046.748
58	17945.991	20048.990
59	17855.994	20051.032
60	17765.997	20053.174

LOCATION MAP



DETAIL

TYPICAL CROSS-SECTION OF UNIT -  
ELEVATION VARIES WITH EACH UNIT.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	45.70'	83.00'	31°33'01"	N15°49'49"E	45.13'
C2	28.72'	17.00'	90°03'17"	N45°04'57"E	24.05'

0' 20' 40' 80'  
SCALE: 1" = 40'

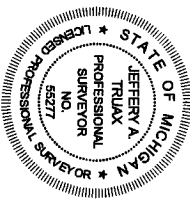
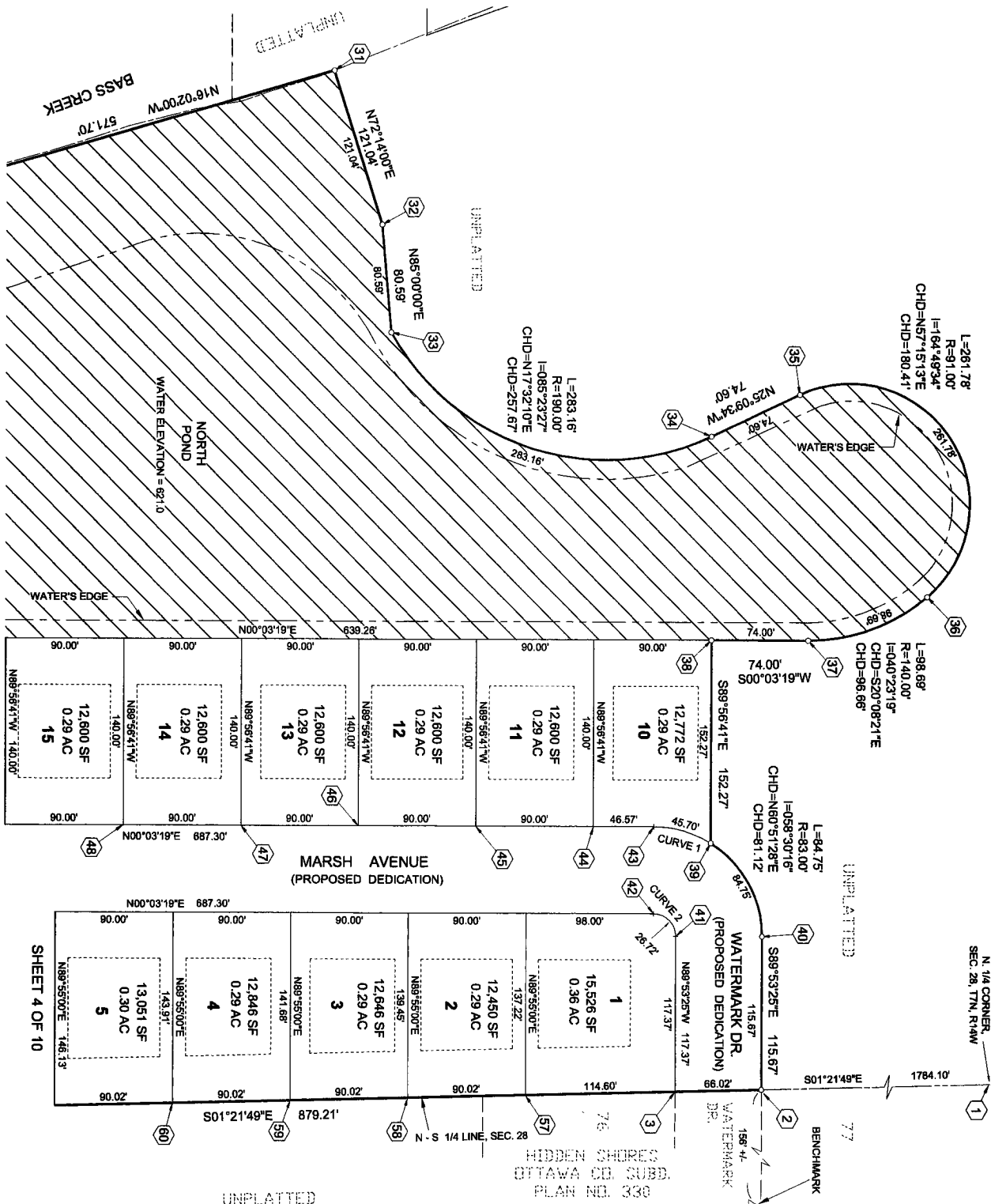
NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

SITE PLAN "A"  
HIDDEN SHORES WEST

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

LEGEND

- Concrete Monument
- Building Envelope
- General Common Element
- Limited Common Element



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 3

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	274.93'	267.00'	58°59'48"	N29°25'36"W	282.94'
C4	342.89'	333.00'	58°59'48"	N29°25'36"W	327.94'
C7	202.74'	119.00'	97°38'55"	N48°51'46"E	179.10'

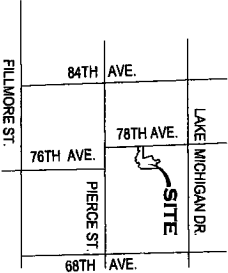
LEGEND

- Concrete Monument
- Building Envelope
- General Common Element
- Limited Common Element

COORDINATE TABLE

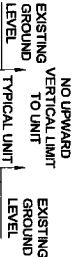
POINT #	NORTHING	EASTING
4	17337.582	20063.371
5	17337.579	20062.577
6	17196.032	20062.742
7	17202.660	20066.583
8	17217.507	20068.213
9	17160.986	20064.163
10	17023.906	19921.617
11	17143.547	19789.001
12	17108.978	19739.572
13	17077.646	19692.714
30	17337.947	19436.182
48	17637.282	19843.145
50	17647.282	19843.089
51	17457.282	19842.972
52	17446.487	19808.982
53	17446.550	19842.982
54	17368.855	19852.076
55	17287.367	19883.299
56	17232.788	19920.378
61	17676.000	20065.317
62	17598.003	20057.459
63	17498.006	20059.801
64	17406.018	20061.743
65	17164.440	19702.290
78	17230.427	19968.871
79	17287.984	19478.457

LOCATION MAP



DETAIL

TYPICAL CROSS SECTION OF UNIT - ELEVATION VARIES WITH EACH UNIT.

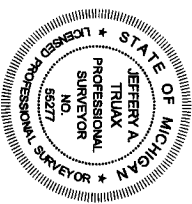
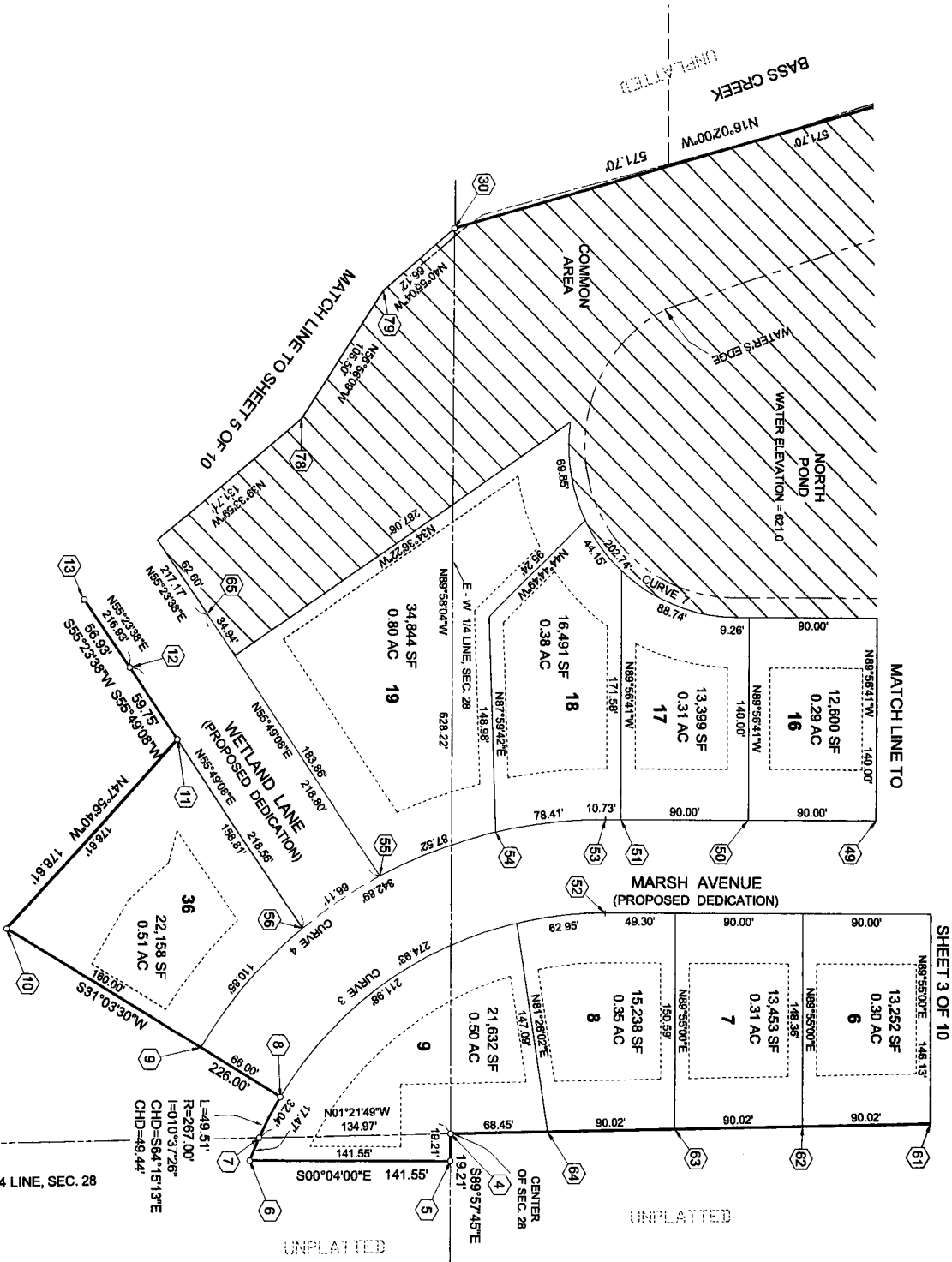


0' 20' 40' 80'  
SCALE: 1" = 40'

NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

SITE PLAN "B"  
HIDDEN SHORES WEST

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



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 4



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C5	322.26'	333.00'	55°28'51"	N62°19'48"W	308.83'
C6	298.39'	267.00'	55°28'51"	N62°19'48"W	248.42'

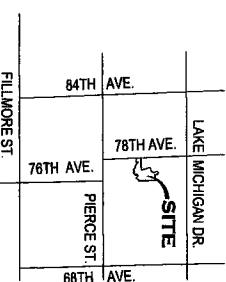
COORDINATE TABLE

POINT TABLE		
POINT #	NORTHING	EASTING
13	17077.646	19892.714
14	16991.223	19792.347
15	16800.354	19620.655
16	16662.870	19566.332
17	16643.910	19510.413
18	16664.400	19395.183
19	16645.506	19339.219
20	17000.378	19234.568
30	17337.947	19435.152
66	17128.890	19650.789
67	16996.777	19561.022
68	17041.100	19523.538
69	17062.500	19508.772
70	17025.016	19454.448
71	17140.378	19234.437
72	17206.378	19234.376
76	17133.772	19293.716
77	17091.714	19398.371
80	17337.975	19395.405
81	17338.035	19279.373
82	17338.085	19189.945

LEGEND

- Concrete Monument
- Building Envelope
- General Common Element
- Limited Common Element

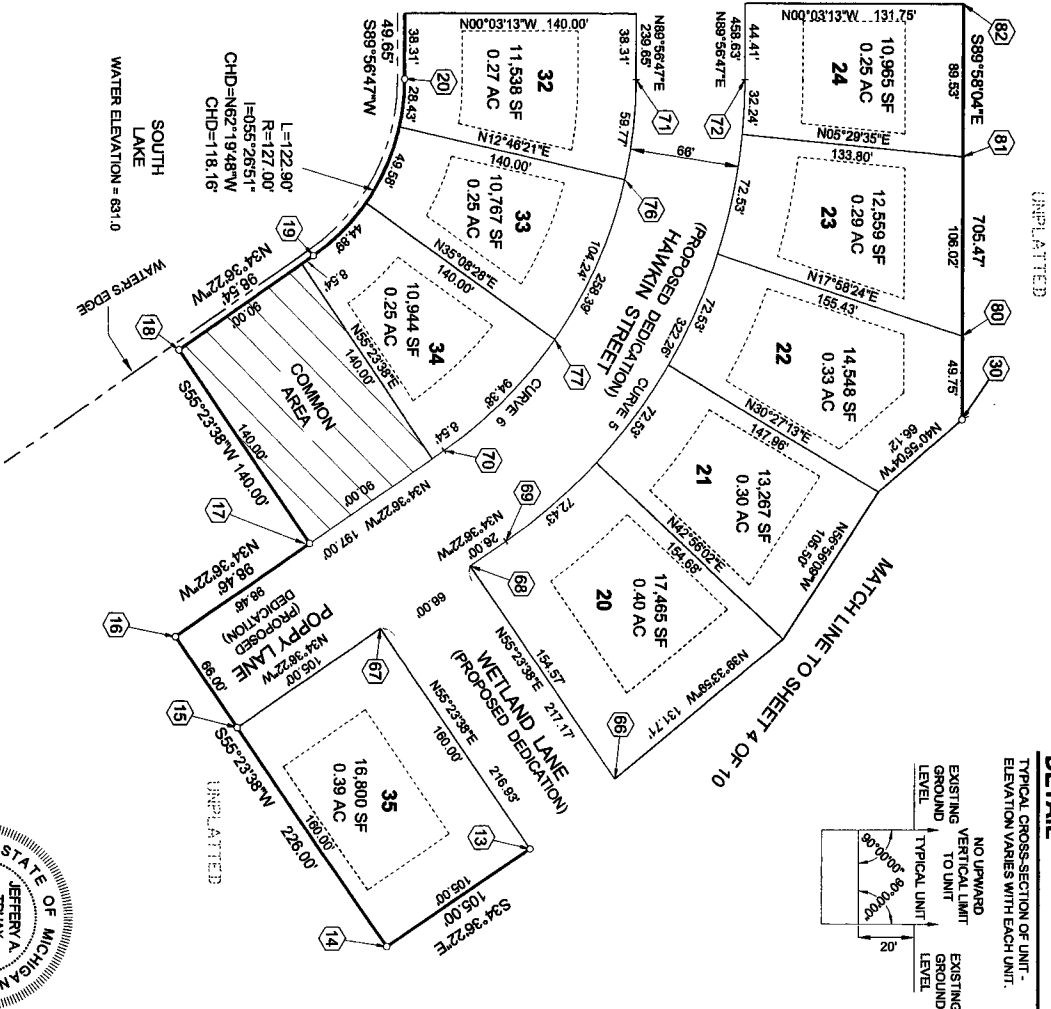
LOCATION MAP



GENERAL NOTES

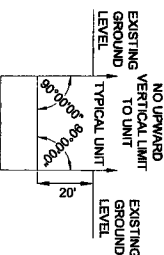
- Benchmark Elevation: 633.19 (NGVD29). Top of flange bolt on hydrant (under "E") 25'± N. & 40'± W. of Watermark Drive, 156'± East and 9'± South of Coordinate Point 2.
- Bearings as shown hereon are based on Hidden Shores, Ottawa County Condominium Subdivision Plan No. 330.
- Iron bars 1/2 inch in diameter and 18 inches in length have been placed at all unit corners. Iron bars 1/2 inch in diameter and 36 inches in length and encased in 4" of concrete have been placed at all boundary corners.
- All dimensions are in feet.
- All curve dimensions are arc distances.
- The total area of the condominium is 23.14 Acres.
- Each structure shall be located in strict compliance with the ordinances of the Allendale Township, Ottawa County, and the State of Michigan.
- All roads, sewers and waterlines needed for Units 1 through 36 must be built.
- Prior to excavation, contact MISS DIG (1-800-482-7171) three working days in advance.
- Utility Note: All the utilities will be shown on the "As-Built" plans, including service size and meter locations.

MATCH LINE TO SHEET 6 OF 10



DETAIL

TYPICAL CROSS-SECTION OF UNIT - ELEVATION VARIES WITH EACH UNIT.

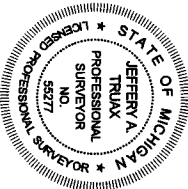


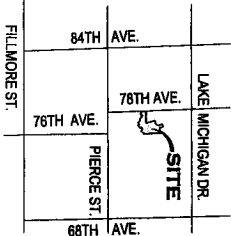
SITE PLAN "C" HIDDEN SHORES WEST

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

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 5



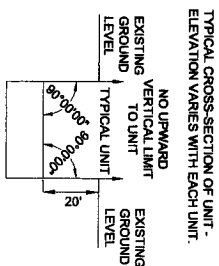


LOCATION MAP  
NOT TO SCALE

LEGEND

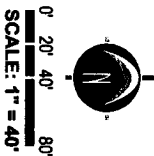
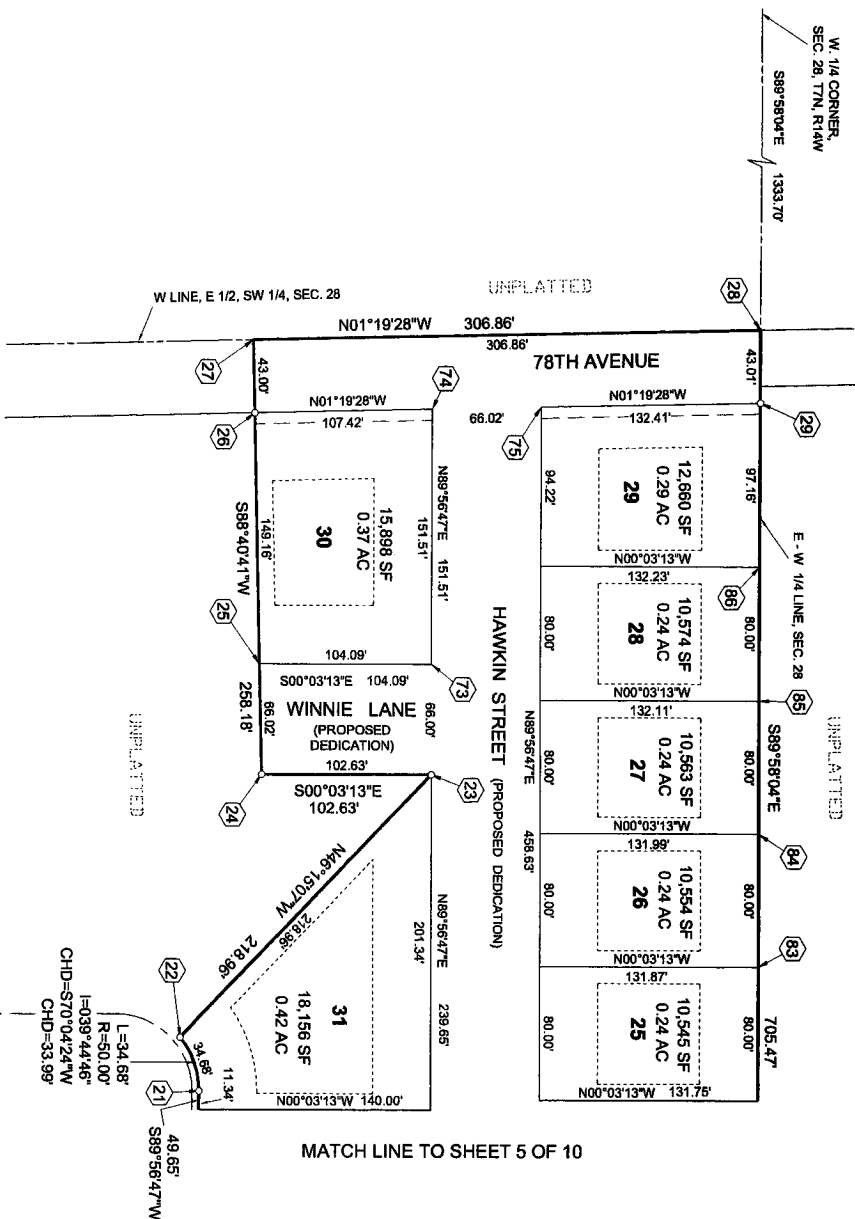
- Concrete Monument
- Building Envelope
- General Common Element
- Limited Common Element

DETAIL



COORDINATE TABLE

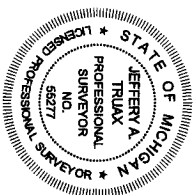
POINT #	NORTHING	EASTING
21	17000.332	19184.917
22	16886.746	19162.988
23	17140.154	18894.785
24	17037.521	18894.882
25	17035.998	18828.883
26	17032.556	18736.769
27	17031.564	18736.757
28	17338.345	18729.577
29	17338.321	18772.689
73	17140.082	18828.785
74	17139.950	18777.275
75	17205.946	18775.749
83	17338.130	18108.945
84	17338.178	18029.845
85	17338.221	18949.845
86	17338.286	18869.845



NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

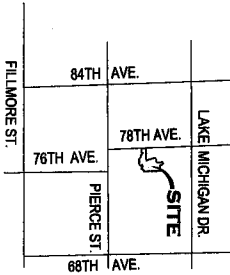
SITE PLAN "D"  
HIDDEN SHORES WEST

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



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 6

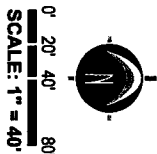


- LEGEND
- Hydrant
  - Manhole
  - Catch Basin

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- SS = SANITARY SEWER ALLENDALE TOWNSHIP
- W = WATERMAIN ALLENDALE TOWNSHIP
- ST = STORM SEWER ALLENDALE TOWNSHIP

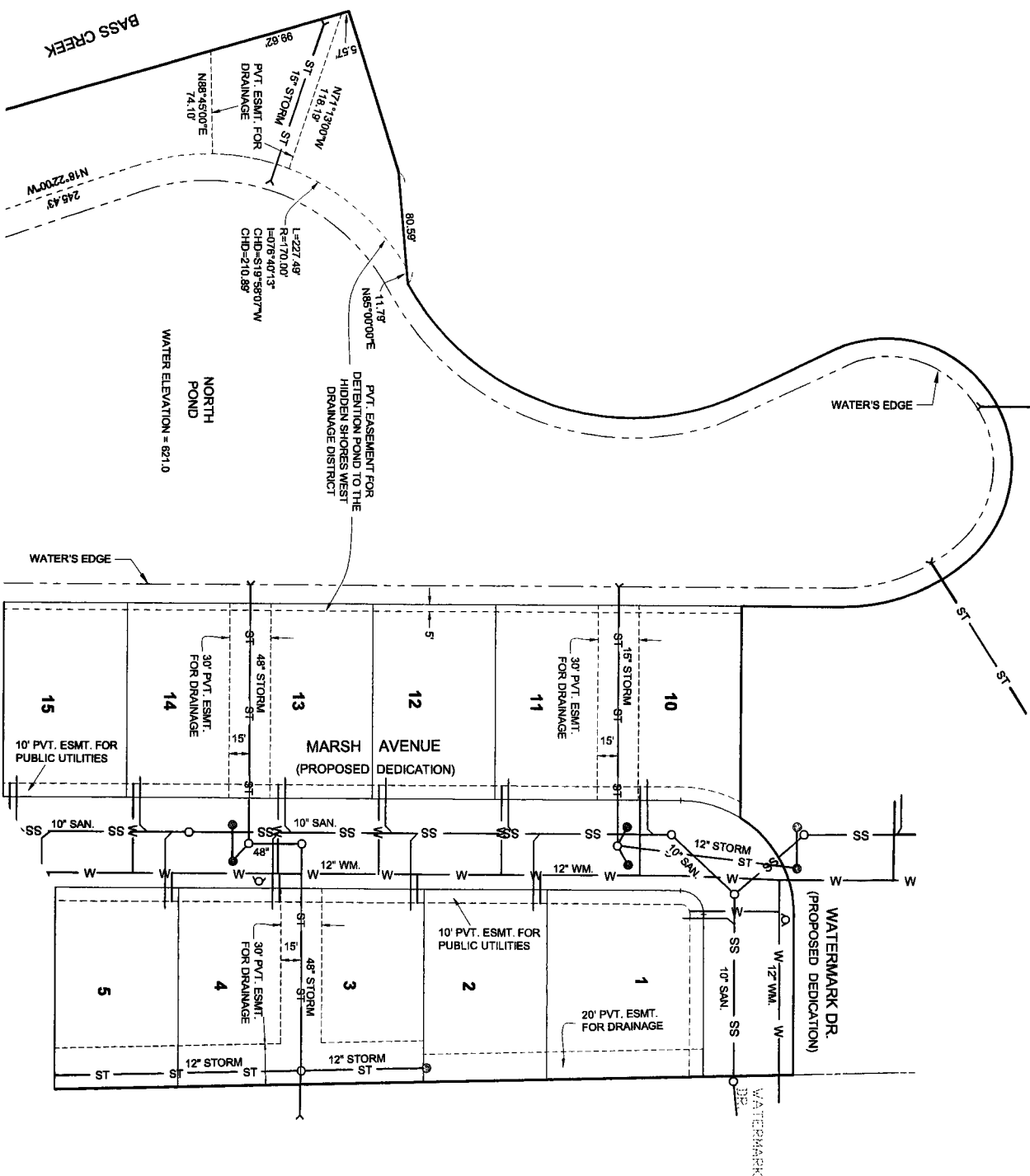
EASEMENTS SHOWN AND LABELED AS DRAINAGE EASEMENTS ARE TO THE HIDDEN SHORES WEST DRAINAGE DISTRICT.



NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

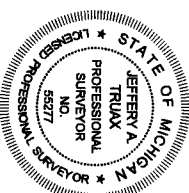
# EASEMENT & UTILITY PLAN "A" HIDDEN SHORES WEST

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



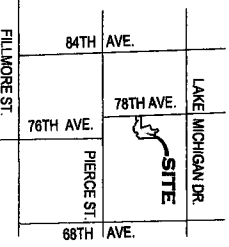
## UTILITY NOTE

ADDITIONAL UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC., NEED NOT BE BUILT, AND WILL BE SHOWN ON THE AS-BUILT PLANS AT SUCH TIME AS THEY ARE COMPLETED. INFORMATION ON THE PROPOSED LOCATION OF THESE UTILITIES, AS WELL AS THOSE SHOWN HEREON, MAY BE OBTAINED FROM THE APPROPRIATE INDIVIDUAL UTILITY COMPANY.



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 7



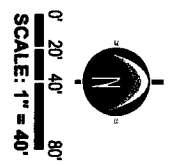
LOCATION MAP  
NOT TO SCALE

- LEGEND**
- Hydrant
  - Manhole
  - Catch Basin

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- |    |                  |                   |
|----|------------------|-------------------|
| SS | = SANITARY SEWER | ALLEDALE TOWNSHIP |
| W  | = WATERMAIN      | ALLEDALE TOWNSHIP |
| ST | = STORM SEWER    | ALLEDALE TOWNSHIP |

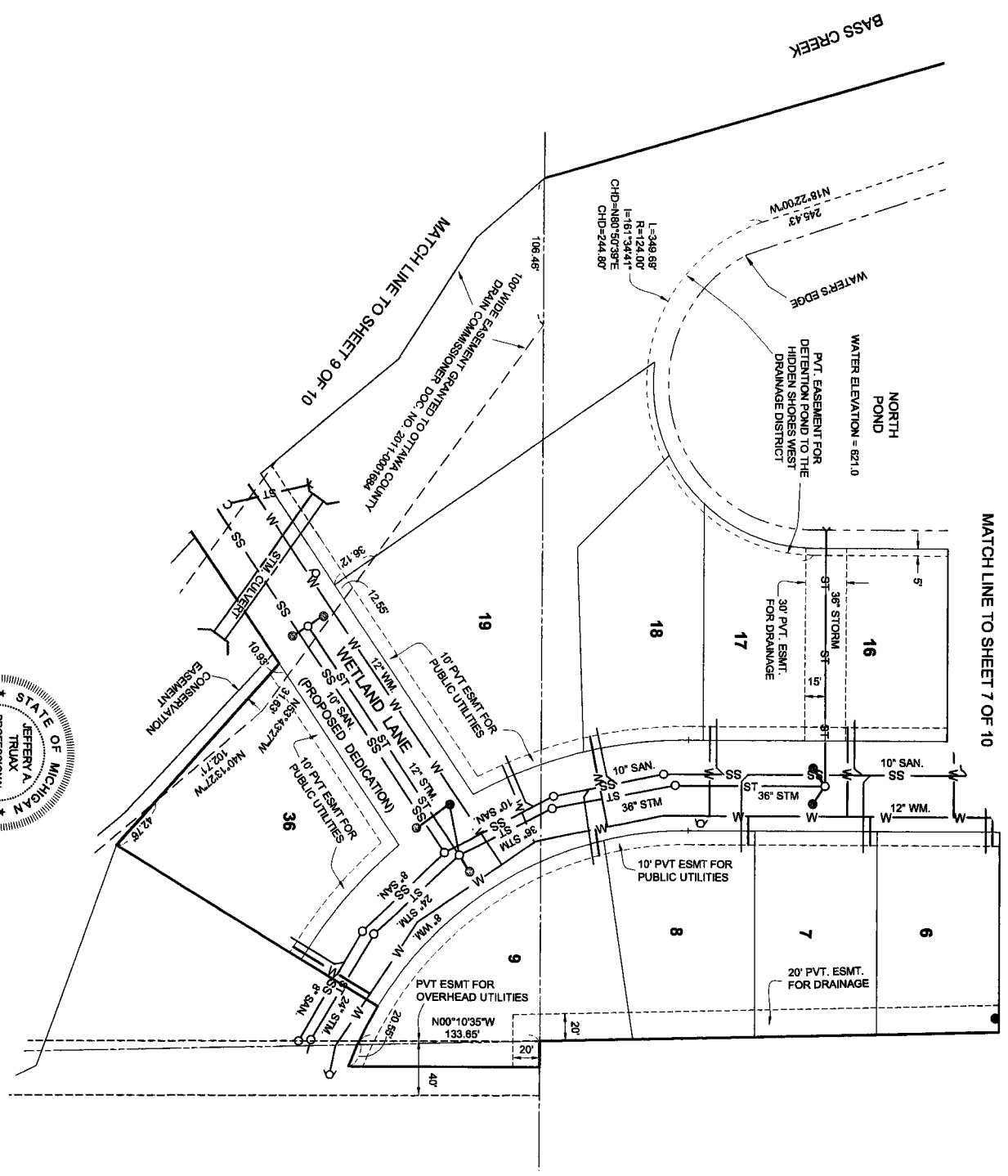
EASEMENTS SHOWN AND LABELED AS DRAINAGE EASEMENTS ARE TO THE HIDDEN SHORES WEST DRAINAGE DISTRICT.



NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

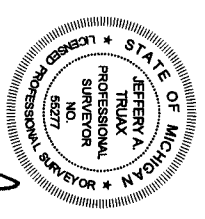
# EASEMENT & UTILITY PLAN "B" HIDDEN SHORES WEST

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

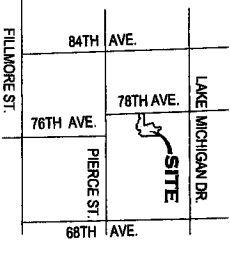


## UTILITY NOTE

ADDITIONAL UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC., NEED NOT BE BUILT, AND WILL BE SHOWN ON THE AS-BUILT PLANS AT SUCH TIME AS THEY ARE COMPLETED. INFORMATION ON THE PROPOSED LOCATION OF THESE UTILITIES, AS WELL AS THOSE SHOWN HEREON, MAY BE ABLE TO BE OBTAINED FROM THE APPROPRIATE INDIVIDUAL UTILITY COMPANY.



*John C. Trulux*  
PROPOSED DATED SEPTEMBER 13, 2016



LOCATION MAP  
NOT TO SCALE

- LEGEND
- Hydrant
  - Manhole
  - Catch Basin

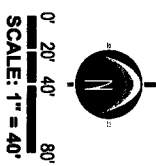
ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- SS = SANITARY SEWER
  - W = WATERMAIN
  - ST = STORM SEWER
- ALLENDALE TOWNSHIP  
ALLENDALE TOWNSHIP  
ALLENDALE TOWNSHIP

EASEMENTS SHOWN AND LABELED AS DRAINAGE EASEMENTS ARE TO THE HIDDEN SHORES WEST DRAINAGE DISTRICT.

UTILITY NOTE

ADDITIONAL UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC., NEED NOT BE BUILT AND WILL BE SHOWN ON THE AS-BUILT PLANS AT SUCH TIME AS THEY ARE COMPLETED. INFORMATION ON THE PROPOSED LOCATION OF THESE UTILITIES, AS WELL AS THOSE SHOWN HEREON, MAY BE ABLE TO BE OBTAINED FROM THE APPROPRIATE INDIVIDUAL UTILITY COMPANY.

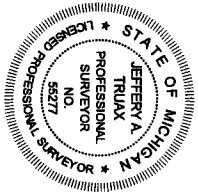
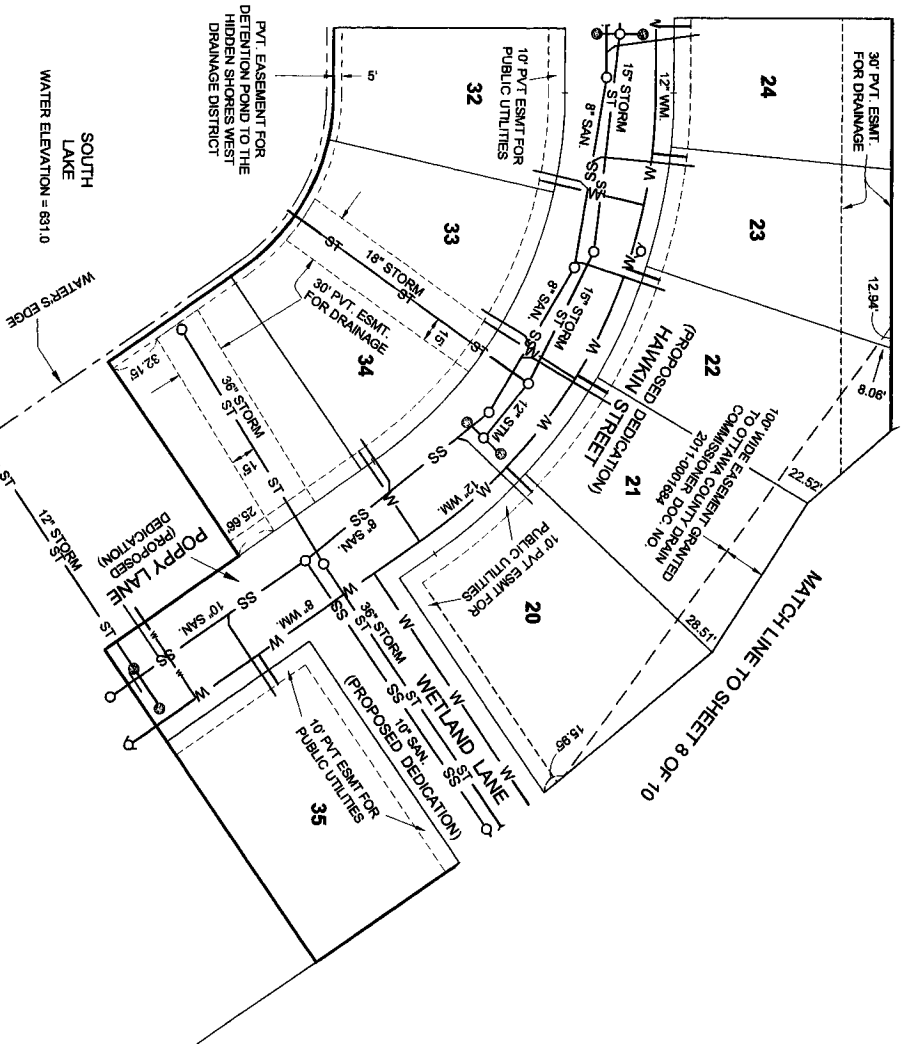


NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

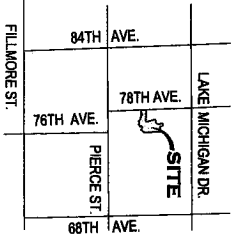
# EASEMENT & UTILITY PLAN "C" HIDDEN SHORES WEST

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

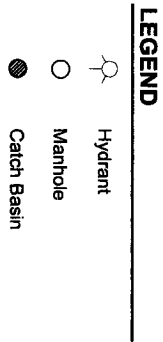
MATCH LINE TO SHEET 10 OF 10



PROPOSED DATED SEPTEMBER 13, 2016



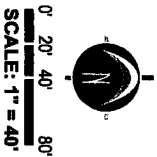
LOCATION MAP  
NOT TO SCALE



ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

SS	= SANITARY SEWER	ALLENDALE TOWNSHIP
W	= WATERMAIN	ALLENDALE TOWNSHIP
ST	= STORM SEWER	ALLENDALE TOWNSHIP

EASEMENTS SHOWN AND LABELED AS DRAINAGE EASEMENTS ARE TO THE HIDDEN SHORES WEST DRAINAGE DISTRICT.



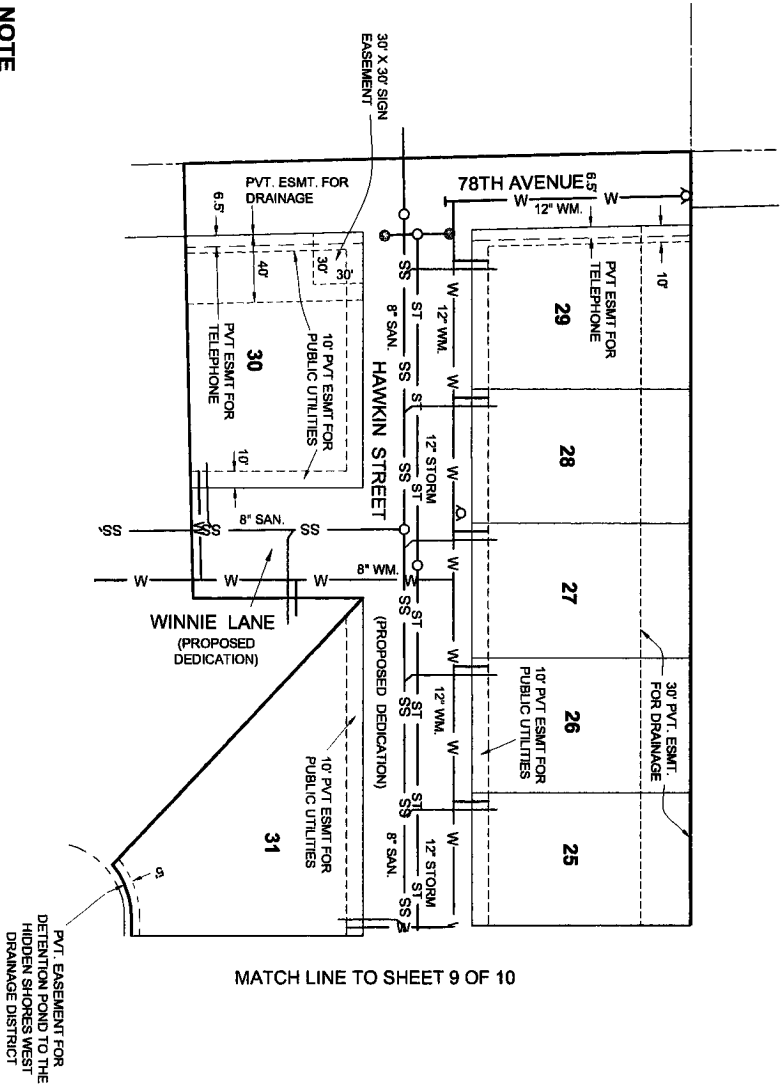
NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

## EASEMENT & UTILITY PLAN "D" HIDDEN SHORES WEST

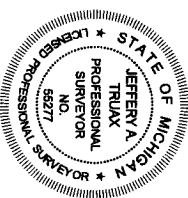
NEDERVELD, INC. - 217 GRANDVILLE AVENUE SW, SUITE 302, GRAND RAPIDS, MI 49503

### UTILITY NOTE

ADDITIONAL UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE, ETC., NEED NOT BE BUILT, AND WILL BE SHOWN ON THE AS-BUILT PLANS AT SUCH TIME AS THEY ARE COMPLETED. INFORMATION ON THE PROPOSED LOCATION OF THESE UTILITIES, AS WELL AS THOSE SHOWN HEREON, MAY BE ABLE TO BE OBTAINED FROM THE APPROPRIATE INDIVIDUAL UTILITY COMPANY.



MATCH LINE TO SHEET 9 OF 10



PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 10

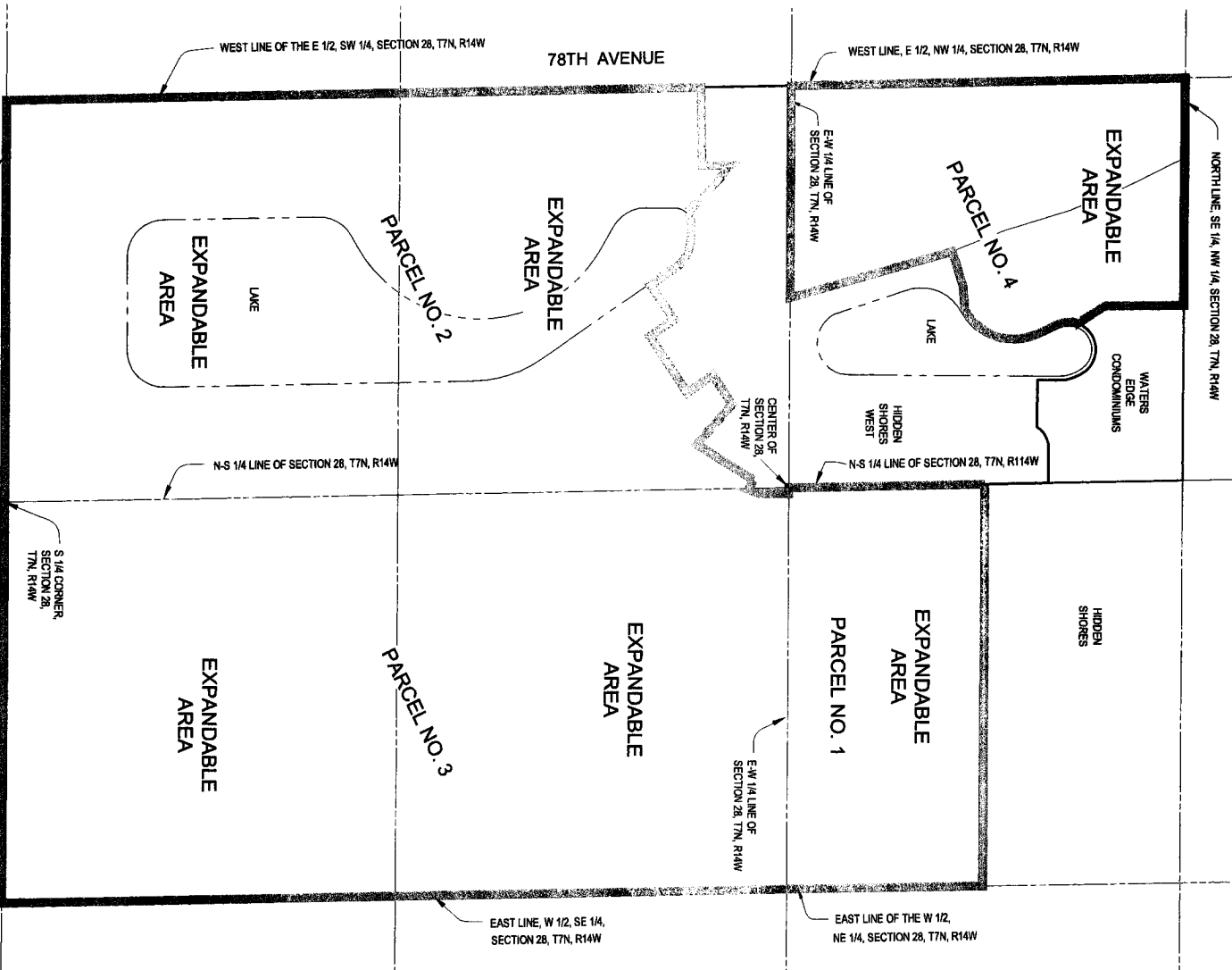
LEGAL DESCRIPTIONS OF EXPANDABLE AREA:

PARCEL NO. 1  
THE S 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 28, T7N, R14W,  
ALLEDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

PARCEL NO. 2  
THE E 1/2 OF THE SW 1/4 OF SECTION 28, T7N, R14W, ALLEDALE  
TOWNSHIP, OTTAWA COUNTY, MICHIGAN, EXCEPT THAT PART LYING  
WITHIN THE BOUNDARY OF HIDDEN SHORES WEST.

PARCEL NO. 3  
THE W 1/2 OF THE SE 1/4 OF SECTION 28, T7N, R14W, ALLEDALE  
TOWNSHIP, OTTAWA COUNTY, MICHIGAN, EXCEPT THAT PART LYING  
WITHIN THE BOUNDARY OF HIDDEN SHORES WEST.

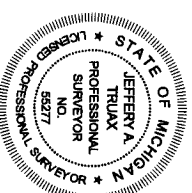
PARCEL NO. 4  
THE SE 1/4 OF THE NW 1/4, SECTION 28, T7N, R14W, ALLEDALE  
TOWNSHIP, OTTAWA COUNTY, MICHIGAN, EXCEPT THAT PART LYING  
WITHIN THE BOUNDARY OF HIDDEN SHORES WEST.



NOTE:  
SEE SHEET NO. 5 FOR GENERAL NOTES.

# EXPANDABLE AREA PLAN HIDDEN SHORES WEST

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



*Jeffery A. Trilux*  
PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 11

**EXHIBIT C**

**AFFIDAVIT OF MAILING**

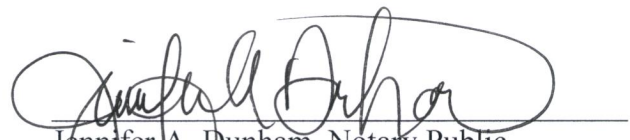
Nikki Cushman, being duly sworn, deposes and says that:

1. She is employed by the law firm of Rhoades McKee and acts as a paralegal to Todd A. Hendricks, attorney for the developer of Hidden Shores West.
2. On July 29, 2016 notices were sent to all of the governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all agencies have subsequently been received.

Further affiant saith not.

  
Nikki Cushman

Acknowledged before me by Nikki Cushman in Kent County, Michigan on September 12, 2016.

  
Jennifer A. Dunham, Notary Public  
Kent County, Michigan  
My commission expires: 11-26-2020

DRAFTED BY:  
Todd A. Hendricks  
Rhoades McKee  
55 Campau Avenue, N.W., Suite 300  
Grand Rapids, MI 49503



**EXHIBIT D TO MASTER DEED**

**MORTGAGEE'S CONSENT TO SUBMISSION OF REAL PROPERTY**  
**TO CONDOMINIUM OWNERSHIP**  
**HIDDEN SHORES WEST**

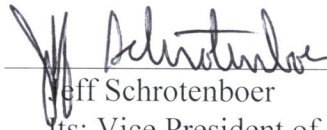
WHEREAS, **GRAND VALLEY DEVELOPERS, L.L.C.**, of 6410 Lake Michigan Dr. Allendale MI 49401, as Developer, intends to establish Hidden Shores West as a Site Condominium project by recording in the office of the Ottawa County Register of Deeds a Master Deed of Hidden Shores West covering real property in Allendale Township, Ottawa County, Michigan, described on Exhibit A attached hereto.

WHEREAS, **MACATAWA BANK**, a Michigan banking corporation, 10753 Macatawa Drive, Holland, Michigan 49424, is the holder of record of a mortgage interest in the real property described on Exhibit A.

NOW, THEREFORE, **MACATAWA BANK** hereby consents to the submission of the real property described on Exhibit A to the condominium project described and set forth in the Master Deed and consents to the recording of the Master Deed of Hidden Shores West in the Office of the Register of Deeds for Ottawa County, Michigan.

MACATAWA BANK, a Michigan banking corporation

By: \_\_\_\_\_

  
Jeff Schrotenboer

Its: Vice President of Commercial Loans

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 13<sup>th</sup> day of September, 2016, by Jeff Schrotenboer, a Vice President of Commercial Loans of Macatawa Bank, a Michigan banking corporation, on behalf of the corporation.



Becky VanDen Bosch

Notary Public, Ottawa County, Michigan

My Commission Expires: 11-18-2017

Prepared by:  
Todd A. Hendricks  
RHOADES McKEE PC  
55 Campau Avenue NW, Suite 300  
Grand Rapids, MI 49503

**BECKY VANDEN BOSCH**  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires November 18, 2017  
Acting in the County of \_\_\_\_\_

**EXHIBIT A TO MORTGAGEE'S CONSENT  
TO SUBMISSION OF REAL PROPERTY  
TO CONDOMINIUM OWNERSHIP**

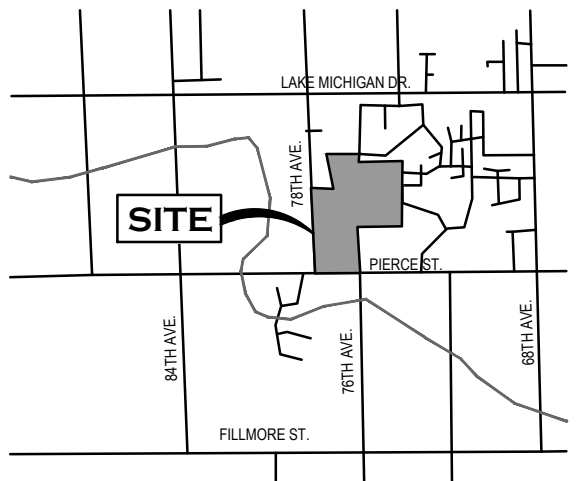
**DESCRIPTION OF PROPERTY  
HIDDEN SHORES WEST**

Part of the Northwest 1/4, part of the Southwest 1/4, and part of the Southeast 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°21'49"E 1784.10 feet along the North-South 1/4 line of said section to the Point of Beginning; thence S01°21'49"E 879.21 feet along said 1/4 line to the Center of said section; thence S89°57'45"E 19.21 feet along the East-West 1/4 line of said section; thence S00°04'00"E 141.55 feet; thence Westerly 49.51 feet along a 267.00 foot radius curve to the right, said curve having a central angle of 10°37'26", and a chord bearing N64°15'13"W 49.44 feet; thence S31°03'30"W 226.00 feet; N47°56'40"W 178.61 feet; thence S55°49'08"W 59.75 feet; thence S55°23'38"W 56.93 feet; thence S34°36'22"E 105.00 feet; thence S55°23'38"W 226.00 feet; thence N34°36'22"W 98.46 feet; thence S55°23'38"W 140.00 feet; thence N34°36'22"W 98.54 feet; thence Northwesterly 122.90 feet along a 127.00 foot radius curve to the left, said curve having a central angle of 55°26'51", and a chord bearing N62°19'48"W 118.16 feet; thence S89°56'47"W 49.65 feet; thence Westerly 34.68 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 39°44'46", and a chord bearing S70°04'24"W 33.99 feet; thence N46°15'07"W 218.96 feet; thence S00°03'13"E 102.63 feet; thence S88°40'41"W 258.18 feet to the West line of the East 1/2, Southwest 1/4 of said section; thence N01°19'28"W 306.86 feet along said West line to the East-West 1/4 line of said section; thence S89°58'04"E 705.47 feet along said East-West 1/4 line to the centerline of Bass Creek; thence N16°02'00"W 571.70 feet along said creek centerline; thence N72°14'00"E 121.04 feet; thence N85°00'00"E 80.59 feet; thence Northerly 283.16 feet along a 190.00 foot radius curve to the left, said curve having a central angle of 85°23'27", and a chord bearing N17°32'10"E 257.67 feet; thence N25°09'34"W 74.60 feet; thence Northeasterly 261.78 feet along a 91.00 foot radius curve to the right, said curve having a central angle of 164°49'34", and a chord bearing N57°15'13"E 180.41 feet; thence Southerly 98.69 feet along a 140.00 foot radius curve to the right, said curve having a central angle of 40°23'19", and a chord bearing S20°08'21"E 96.66 feet; thence S00°03'19"W 74.00 feet; thence S89°56'41"E 152.27 feet; thence Northeasterly 84.75 feet along a 83.00 foot radius curve to the right, said curve having a central angle of 58°30'16", and a chord bearing N60°51'28"E 81.12 feet; thence S89°53'25"E 115.67 feet to the Point of Beginning. Contains 23.14 Acres.



# HIDDEN SHORES WEST PHASE 4

ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN



LOCATION MAP  
NOT TO SCALE





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

PREPARED FOR:

Grand Valley Development, LLC  
Mitch Koster  
6410 Lake Michigan Drive  
Allendale, MI 49401  
Phone: 616.988.8888

REVISIONS:

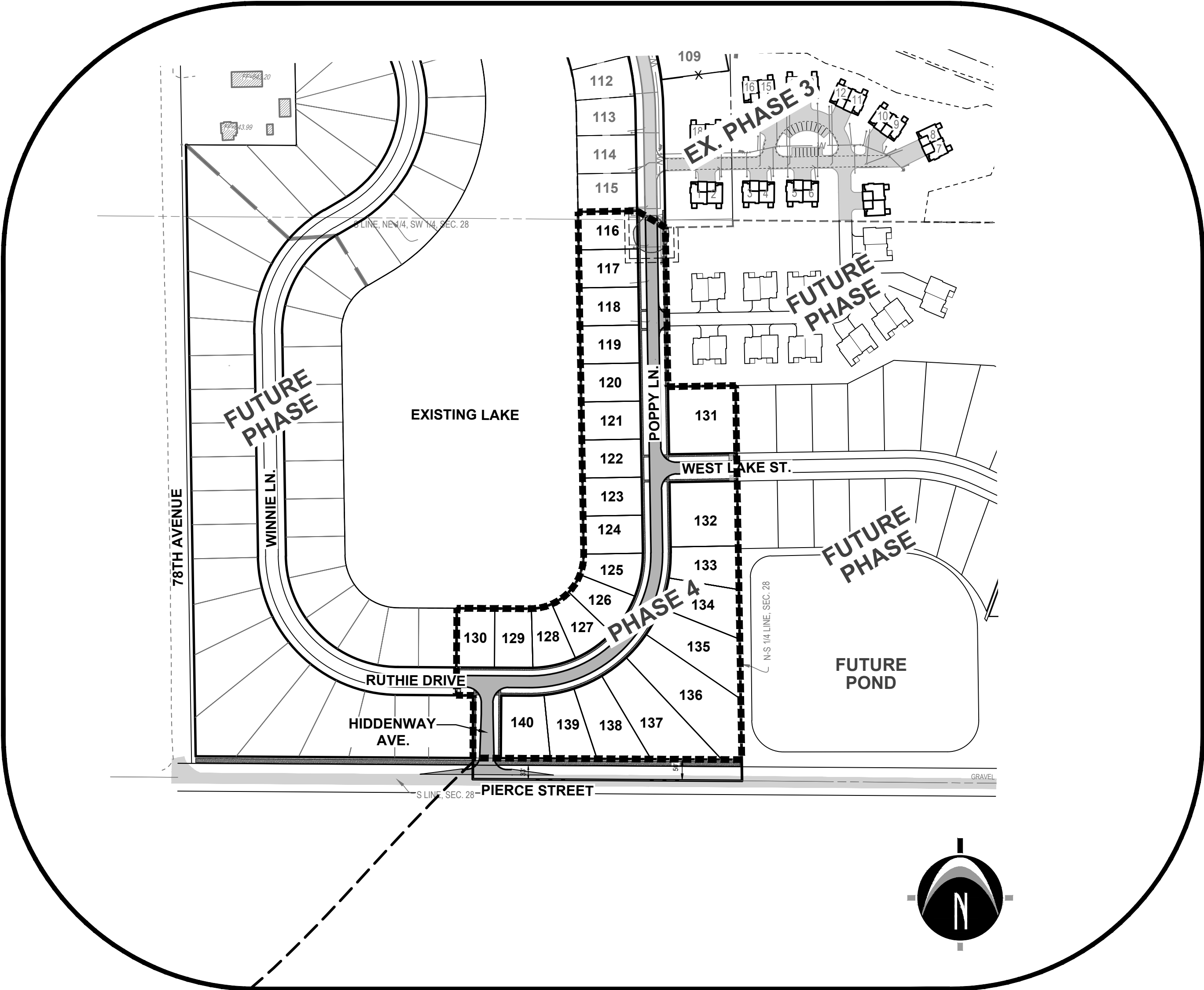
Title: Preliminary Plan		
Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: OCWRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments		
Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal		
Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal		
Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

UTILITY COMPANY CONTACTS

Gas	DTE	Joanne Steiner	(616) 632-2747
Electric	Consumers Energy	Matt Garvin	(616) 494-5319
Telephone	AcenTek	Ron Borst	(616) 892-0144
Cable	Charter Communications	Robert Jaworowski	(616) 550-1863

SHEET INDEX

Cover Sheet	C-100	Page 1
Overall Development Plan	C-101	Page 2
Existing Site Conditions Plan	C-201	Page 3
Site Layout Plan	C-205	Page 4
Preliminary Utility & Grading Plan	C-400	Page 5

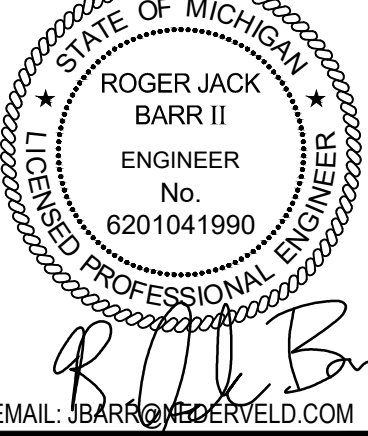


## HIDDEN SHORES WEST PHASE 4

### COVER SHEET

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,  
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:



PROJECT NO:  
22200818

SHEET NO:  
**C-100**



### LEGAL DESCRIPTION - PHASE 4

The land referred to in this Commitment is described as follows:

Part of the Southwest 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Beginning at the South 1/4 corner of said Section 28; thence S89°56'50"W 637.44 feet along the South line of said Section 28; thence N00°02'57"W 198.05 feet; thence S89°57'03"W 40.34 feet; thence N00°02'57"W 206.00 feet; thence N89°57'03"E 172.54 feet; thence Northeasterly 202.41 feet along a 127.00 foot radius curve to the left, said curve having a central angle of 91°18'58", and a chord bearing N44°17'34"E 181.66 feet; thence N01°21'55"W 810.00 feet; thence N88°38'04"E 140.00 feet along the South line of Unit 115, Hidden Shores West, Ottawa County Condominium Subdivision Plan No. 613; thence S59°52'58"E 77.39 feet; thence S01°21'56"E 376.68 feet; thence N88°38'04"E 159.94 feet; thence S01°21'49"E 935.37 feet along the North-South 1/4 line of said section to the Point of Beginning. Contains 12.51 acres. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Pierce Street over the most Southerly 33 feet thereof.

### BENCHMARKS

BENCHMARK #100 ELEVATION ----- 642.52 (NGVD29)

Railroad spike in south side of power pole located 46± north of the centerline of Pierce Street and 625± east of the centerline of 78th Avenue.

BENCHMARK #105 ELEVATION ----- 638.70 (NGVD29)

Railroad spike in the east side of power pole located in the northwest quadrant of Pierce Street and 78th Avenue.

ORIGIN BASED ON "HIDDEN SHORES"

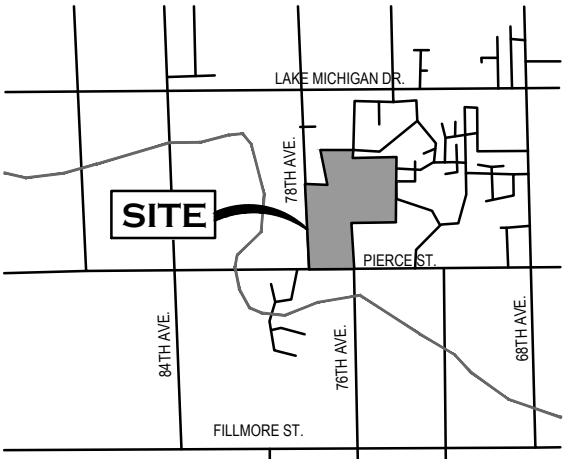
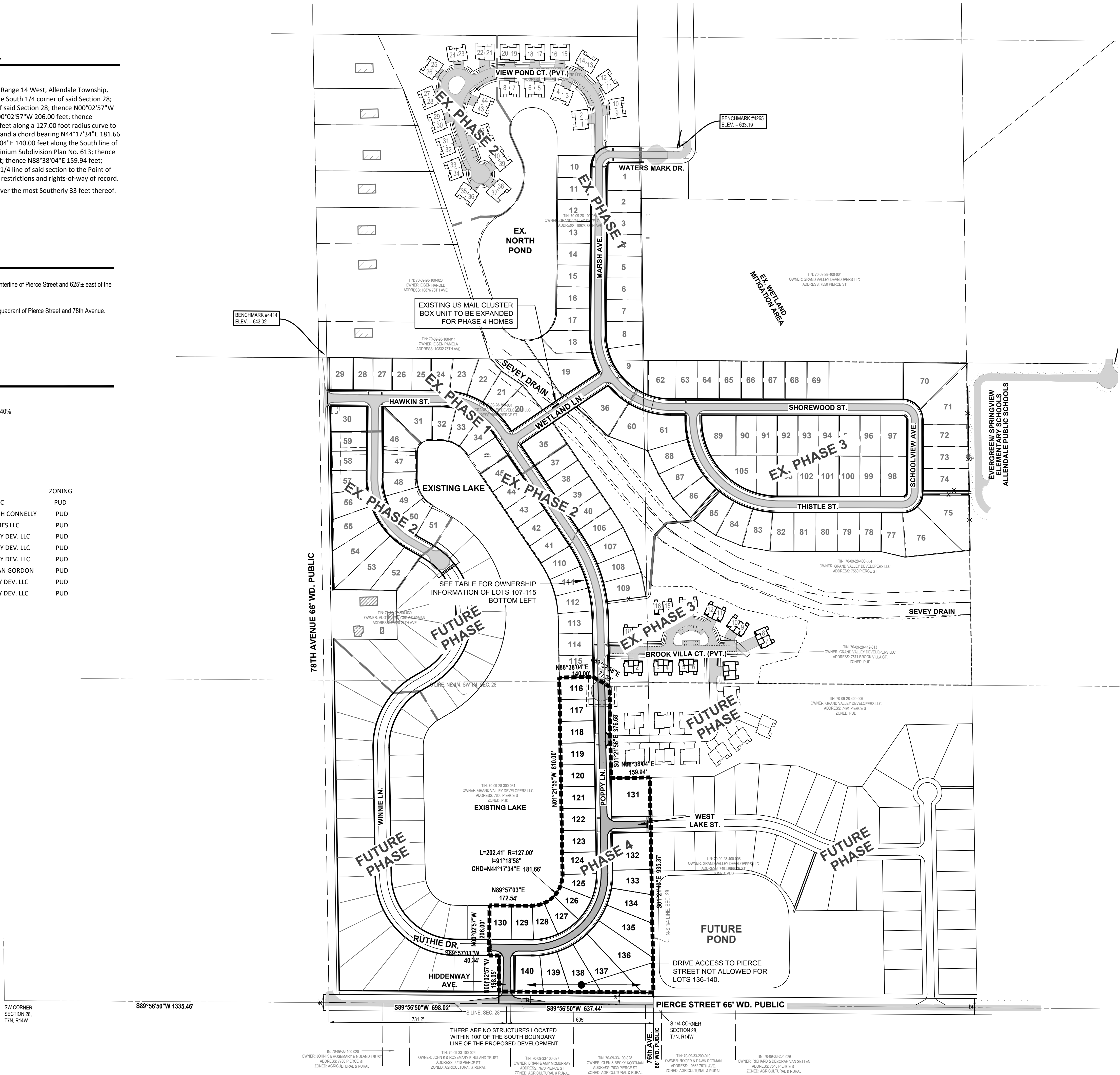
### SOIL TYPES

COLOMA LOAMY SAND, 0 - 6 PERCENT SLOPES = ±60%

GRANBY LOAMY SAND, LAKE PLAIN, 0 - 2 PERCENT SLOPES = ±40%

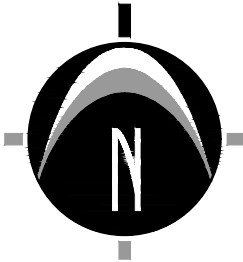
### OWNERSHIP TABLE:

LOT NUMBER	TIN	OWNER	ZONING
107	70-09-28-329-007	JTB HOMES LLC	PUD
108	70-09-28-329-008	RACHEL & JOSH CONNELLY	PUD
109	70-09-28-329-009	INTERRA HOMES LLC	PUD
110	70-09-28-328-017	GRAND VALLEY DEV. LLC	PUD
111	70-09-28-328-018	GRAND VALLEY DEV. LLC	PUD
112	70-09-28-328-019	GRAND VALLEY DEV. LLC	PUD
113	70-09-28-328-020	LEROY & SUSAN GORDON	PUD
114	70-09-28-328-021	GRAND VALLEY DEV. LLC	PUD
115	70-09-28-328-022	GRAND VALLEY DEV. LLC	PUD



LOCATION MAP  
NOT TO SCALE

### LEGEND



0' 100' 200' 400'  
SCALE: 1" = 200'

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

### PREPARED FOR:

Grand Valley Development, LLC  
Mitch Koster  
6410 Lake Michigan Drive  
Allendale, MI 49401  
Phone: 616.988.8888

### REVISIONS:

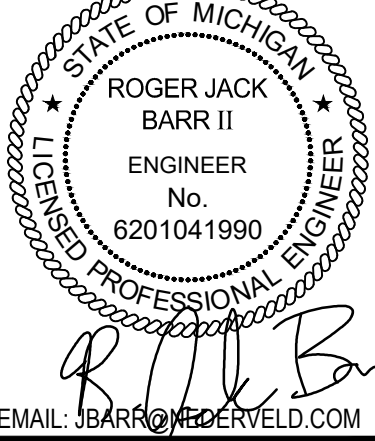
Title: Preliminary Plan	Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: OCWRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments	Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal	Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

## HIDDEN SHORES WEST PHASE 4

### Overall Development Plan

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,  
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

### STAMP:



PROJECT NO:  
22200818

SHEET NO:

**C-101**

Title: Preliminary Plan  
Drawn: S. Keil Checked: J. Barr Date: 11/02/2012

Title: OCWRW Review  
Drawn: S. Keil Checked: J. Barr Date: 11/22/2012

Title: Township Comments  
Drawn: S. Keil Checked: J. Barr Date: 12/05/2012

Title: OCRC Review  
Drawn: S. Keil Checked: J. Barr Date: 12/07/2012

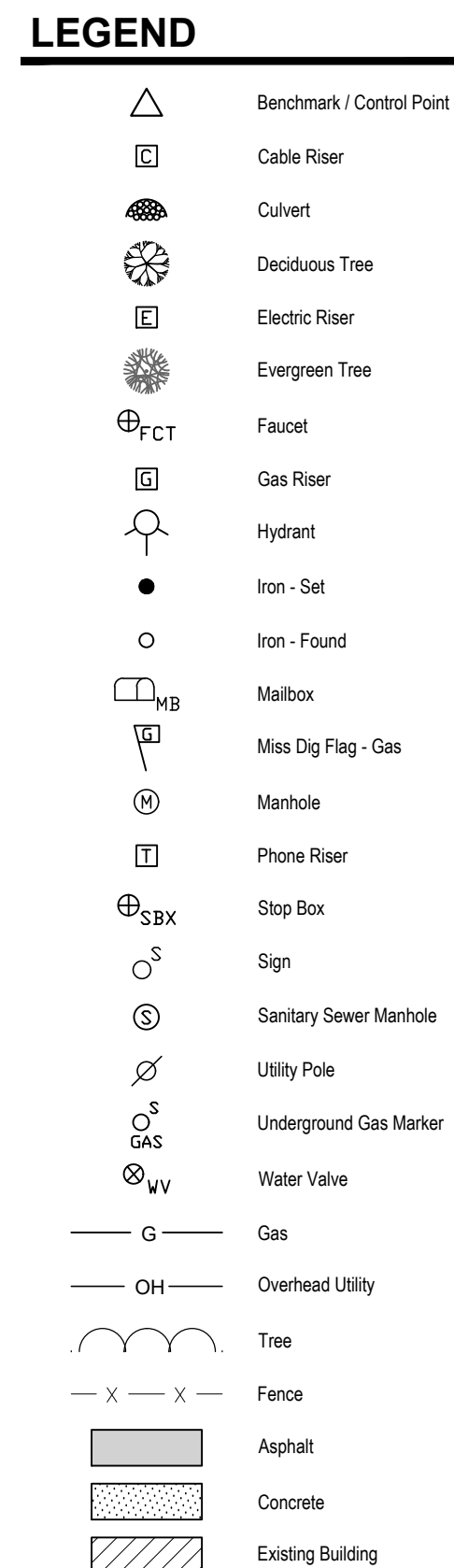
Title: Township Re-Submit  
Drawn: Scott / Brad Checked: J. Barr Date: 12/27/2012

Title: OCRC Review  
Drawn: S. Keil Checked: J. Barr Date: 01/06/2013

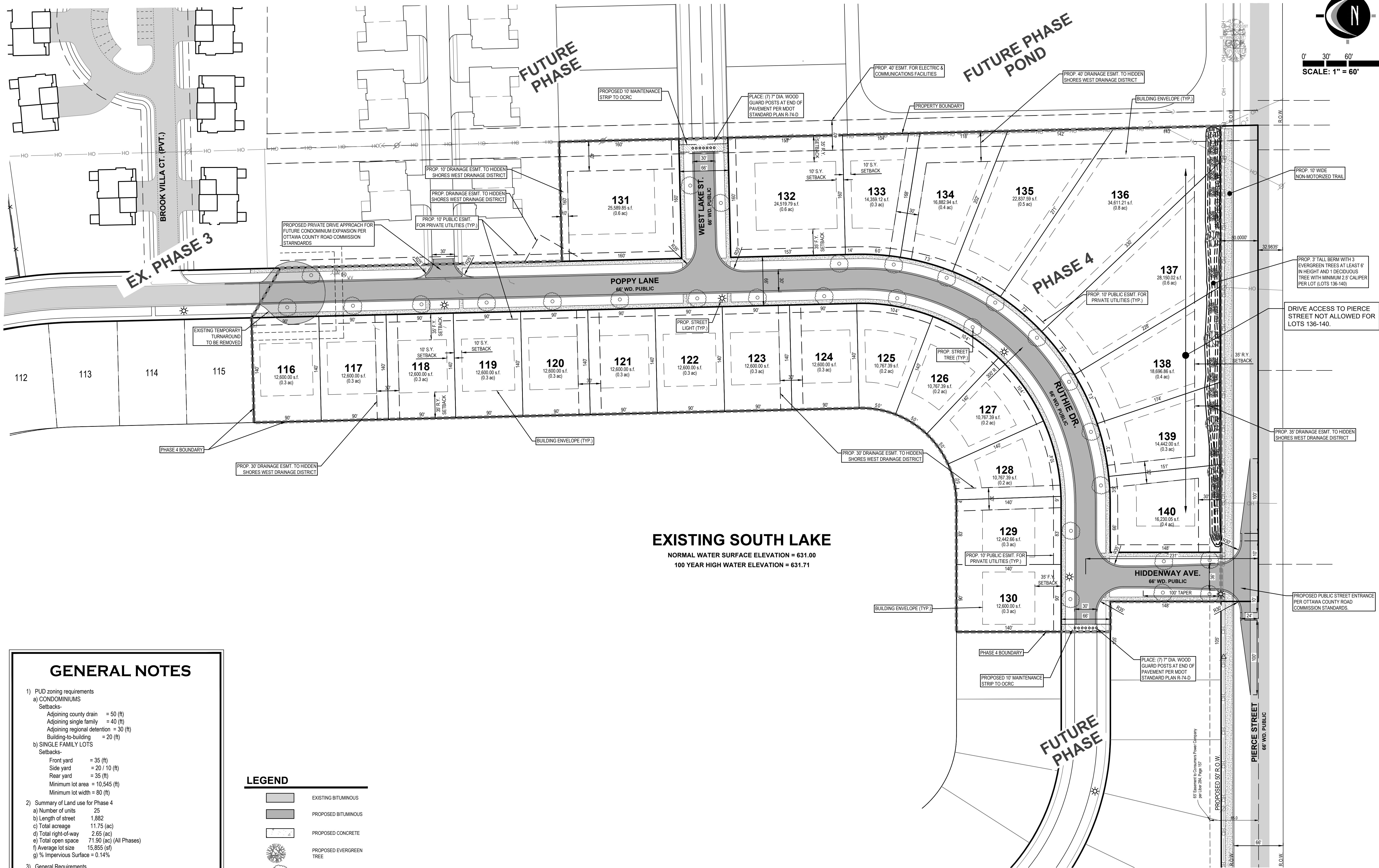
Title: Township Re-Submit  
Drawn: S. Keil Checked: J. Barr Date: 01/11/2013

# Existing Site Conditions Plan

**SHEET NO:**  
**C-201**







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

**PREPARED FOR:**  
Grand Valley Development, LLC  
Mitch Koster  
6410 Lake Michigan Drive  
Allendale, MI 49401  
Phone: 616.988.8888

**REVISIONS:**

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Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

**HIDDEN SHORES WEST**  
**PHASE 4**  
**Site Layout Plan**

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,  
ALLLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

**STAMP:**

STATE OF MICHIGAN  
ROGER JACK BARR II  
ENGINEER  
No. 6201041990  
PROFESSIONAL ENGINEER  
EMAIL: RBARR@NEDERVELD.COM

**PROJECT NO:**  
22200818

**SHEET NO:**  
**C-205**



**PREPARED FOR:**

Grand Valley Development, LLC  
Mitch Koster  
6410 Lake Michigan Drive  
Allendale, MI 49401  
Phone: 616.988.8888

**REVISIONS:**

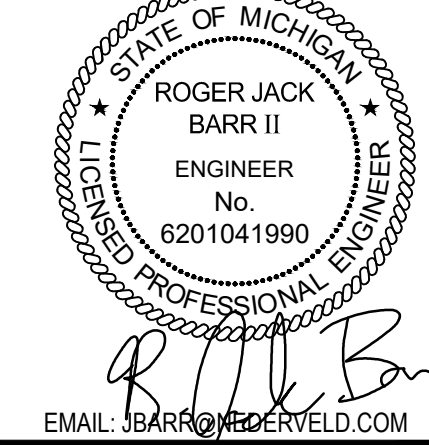
Title: Preliminary Plan	Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: DCWRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments	Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
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Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

**HIDDEN SHORES WEST  
PHASE 4**

**Preliminary Utility & Grading Plan**

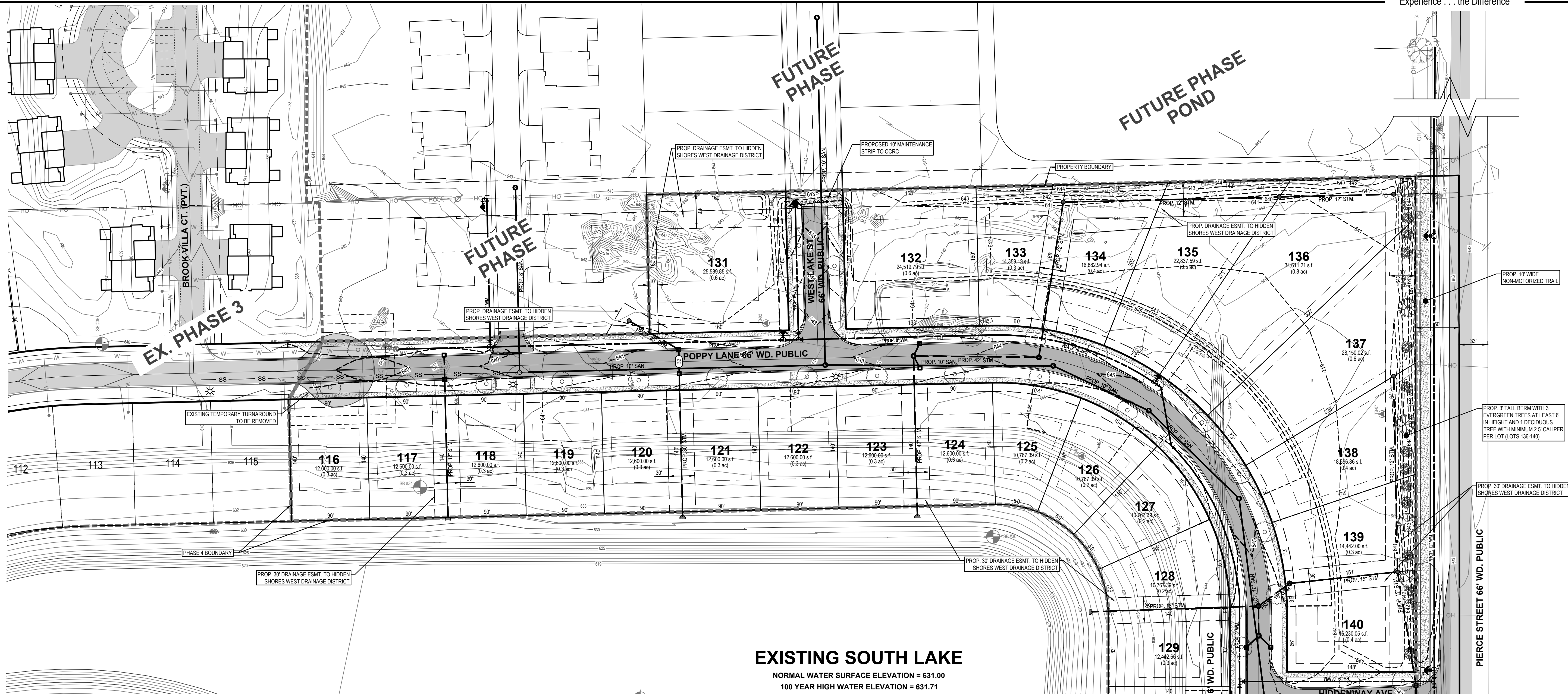
PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,  
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

**STAMP:**



**PROJECT NO:**  
22200818

**SHEET NO:**  
**C-400**



**EXISTING SOUTH LAKE**  
NORMAL WATER SURFACE ELEVATION = 631.00  
100 YEAR HIGH WATER ELEVATION = 631.71

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

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

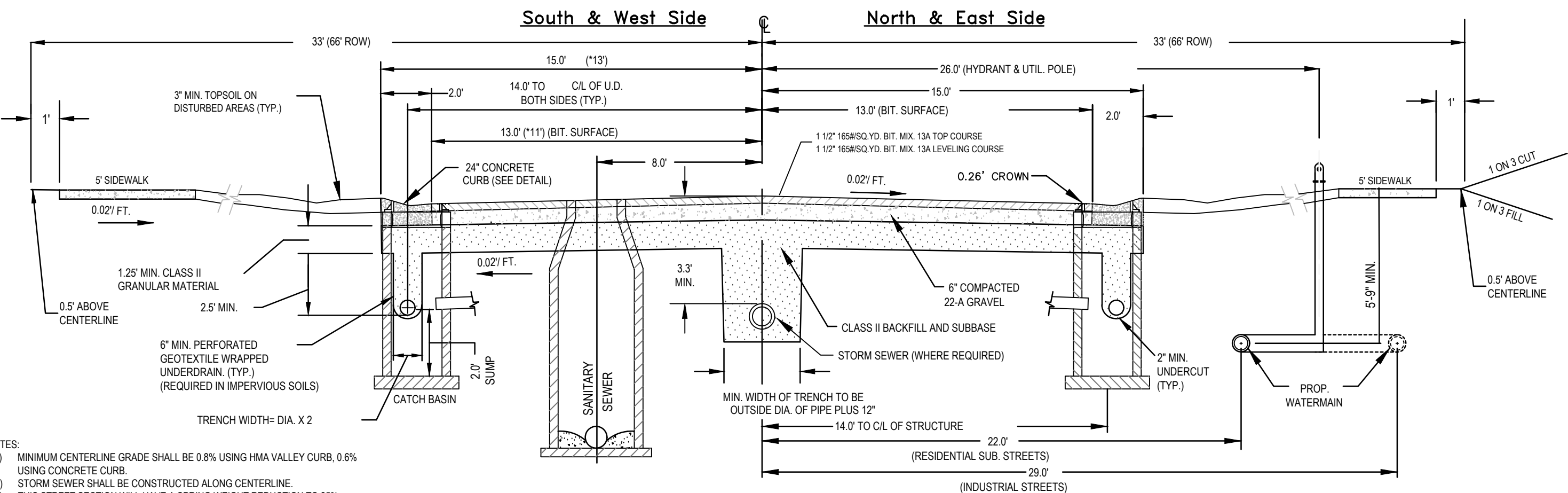
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

**LEGEND**

- EXISTING BITUMINOUS
- PROPOSED BITUMINOUS
- EXISTING GRADE CONTOUR (INDEX)
- EXISTING GRADE CONTOUR (INTERMEDIATE)
- EXISTING WATERMAIN
- SS - EXISTING SANITARY SEWER
- ST - EXISTING STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GRADE CONTOUR
- SOIL BORING LOCATION
- PROP. EVERGREEN TREE
- PROP. STREET TREE
- PROP. DECIDUOUS TREE

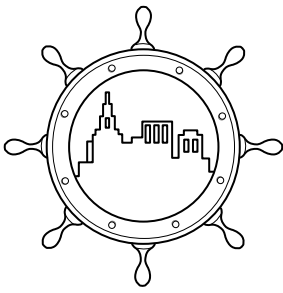
**SOIL BORINGS**

<b>SB #3 12/704</b> 0.0'-0.6'- Topsoil 0.6'-6.0'- Sand, Fine to Very Fine, Trace Silt, Light Brown/Orange Mottled, Moist to Wet 6.0'-12.0'- Sand, Fine to Very Fine, Light Brown, Moist to Wet 12.0'-25.0'- Clay, Brown, Silty 25.0'- EOB Water Level @ 6.0' (635.0) Cave in @ 6.0' Sieve Analysis @ 5' Yes Sieve Analysis @ 10' Yes	<b>SB #3 12/704</b> 0.0'-1.2'- Topsoil 1.2'-8.0'- Sand, Very Fine to Medium, Silty, Dark Brown, Moist to Wet, Swamp Odor 8.0'-18.0'- Sand, Fine to Very Fine, Light Brown, Wet 18.0'-23.5'- Sand, Fine to Medium, Light Brown, Wet 23.5'-25.0'- Clay, Brown, Silty 25.0'- EOB Water Level @ 4.5' (634.5) Cave in @ 4.5' Sieve Analysis @ 5' Yes Sieve Analysis @ 12' Yes Sieve Analysis @ 23' Yes	<b>SB #3 12/704</b> 0.0'-0.6'- Topsoil 0.6'-15.0'- Sand, Fine to Very Fine, Light Brown 15.0'-19.0'- Sand, Fine to Medium, Light Brown, Wet 19.0'-25.0'- Clay, Gray, Silty 25.0'- EOB Water Level @ 11.5' (636.0) Cave in @ 12.0' Sieve Analysis @ 5' Yes Sieve Analysis @ 19' Yes	<b>SB #3 12/204</b> 0.0'-0.6'- Topsoil, Silty 0.6'-7.0'- Sand, Fine to Very Fine, Light Brown 7.0'-18.0'- Sand, Fine to Medium, Brown 18.0'-25.0'- Sand, Fine to Very Fine, Light Brown, Wet 25.0'- EOB Water Level @ 13.5' (635.0) Cave in @ 13.5' Sieve Analysis @ 5' Yes Sieve Analysis @ 8-10' Yes Sieve Analysis @ 25' Yes
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- NOTES:
- MINIMUM CENTERLINE GRADE SHALL BE 0.8% USING HMA VALLEY CURB, 0.6% USING CONCRETE CURB.
  - STORM SEWER SHALL BE CONSTRUCTED ALONG CENTERLINE.
  - THIS STREET SECTION WILL HAVE A SPRING WEIGHT REDUCTION TO 35%.
  - THE TOP OF THE EDGE OF THE HMA SURFACE SHALL BE BUILT TO A MINIMUM OF 3" ABOVE THE HIGH WATER TABLE.
- \* FOR DEAD END STREETS LESS THAN 800' IN LENGTH WITH PERMANENT TURN AROUND (OPTIONAL)

**OTTAWA COUNTY ROAD COMMISSION  
TYPICAL RESIDENTIAL SECTION W/ CONCRETE CURB**



## 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

**Julie Lovelace**  
616-914-0922  
julie@freshcoastplanning.com

**Kevin Yeomans**  
616-821-4969  
kevin@freshcoastplanning.com

# MEMORANDUM

To: Allendale Charter Township Planning Commission  
From: Gregory L. Ransford, MPA  
Date: January 11, 2023  
Re: Hidden Shores West Annual Mining Review

Pursuant to Section 23.08G6 – Removal of Topsoil, Sand, Gravel, or Other Minerals, Annual Review of the Allendale Charter Township Zoning Ordinance (ACTZO), attached is a written report from Nederveld, Incorporated on behalf of Grand Valley Developers, LLC, which outlines the progress of mining conducted on the Hidden Shores West property, as authorized by the Township. As you will recall, Grand Valley Developers, LLC was authorized an extension of their 2015 permit in October of 2020 to operate until July 27, 2022. The related excavation has been completed. The property is located south of 10628 78<sup>th</sup> Avenue.

Pursuant to Section 23.08G6, the applicant is required to provide the following:

1. The amount and percent of material removed;
2. The amount and percent of material remaining;
3. Whether the mining will be completed within the time limit of the permit;
4. A list of complaints received and how they were addressed;
5. Reclamation progress and;
6. Any other information as requested by the Planning Commission

After reviewing the submitted materials, we believe the applicant has provided all of the required information. It is important to note, however, that sand does remain stockpiled on site to construct additional phase(s) of the project. While the mining portion is complete, we suggest that the Planning Commission address how the applicant will control erosion and sand exiting the site, when the sand will be used for construction, and how the sand will be contained in the event of a slow down in residential construction for an extended period of time.

This matter is scheduled as a New Business item at your January 16, 2023 meeting. If you have any questions, please let us know.

GLR  
Planner

Attachment

cc: Supervisor Elenbaas  
Jack Barr, Nederveld, Incorporated





October 17, 2022

Mr. Adam Elenbaas  
Supervisor  
Allendale Charter Township  
6676 Lake Michigan Drive  
Allendale, MI 49401

RE: Hidden Shores West - Mining Annual Update

Dear Mr. Elenbaas:

Enclosed, along with this cover letter is the annual mining update for the Hidden Shores West project

Pursuant to Section 23.08G6 of the zoning ordinance, attached is a plan depicting the current site conditions.

We request this item be placed on the next available Planning Commission agenda as required by Section 23.08G6 of the ordinance.

Should you have any questions or need additional information, please don't hesitate to contact me at (616) 575-5190 or via email at [jbarr@nederveld.com](mailto:jbarr@nederveld.com).

Sincerely,

R. Jack Barr, P.E.  
Project Manager

Enclosures

c: Mitch Koster, Grand Valley Developers, LLC  
Greg Ransford; Fresh Coast Planning



**Mining Activities Annual Summary  
for  
Hidden Shores West Planned Unit Development**

**October 17, 2022**

**Project Summary**

The original PUD and sand mining were approved by the Township Board in June 2015. The estimated project completion at that time was 10-20 years with the sand mining and lake creation portion of the work estimated at 8 years to complete. The original estimate was 600,000 cubic yards of sand excavating and haul off site.

Phase 1 of the lake excavation and residential development was started in January 2016 and completed in December 2016.

Phase 2 of the lake excavation and residential development was started in January 2017 and completed in August 2017.

Phase 3 of the lake excavation and residential development was started in February 2018 and completed in October 2019.

Phase 4 of the lake excavation was completed in Spring/Summer 2022 and the lake construction and all sand mining is now complete.

**Site Access**

An access road for the sand mining operation was permitted by the Road Commission and is currently located off 78<sup>th</sup> Avenue just south of the residence at 10628 78<sup>th</sup> Avenue. At the time the project started, 78<sup>th</sup> Avenue was a gravel road. 78<sup>th</sup> Avenue was improved and paved in summer 2016 between Pierce and Lake Michigan Drive.

**Lake Construction and Mineral Mining Details**

Approximately 100,000 cubic yards of sand was excavated from the north pond. All of that material was used for building the roads and lots in phase 1 of the development project.

Approximately 550,000 cubic yards of sand was excavated from the south pond. During excavation there was a clay layer on the east side of the pond that reduced the sand available for excavation in the south pond.

Specific to the requirements in Section 23.08G6 of the Zoning Ordinance, we offer the following:

- The amount of cubic yards and percentage of the material removed
  - 450,000 cy hauled off site
  - 100% of material to be hauled off-site is complete
- The amount of cubic yards and percentage of the material remaining
  - 0 cy remaining to be hauled off site
  - 0% remaining to be hauled off site
- Whether the excavation will be completed within the time frame of the permit
  - Yes. All sand mining is now complete in accordance with the July 27, 2022 deadline.
- A list of any complaints and how they were addressed (if none, please indicate such)
  - None.
- The reclamation efforts to date
  - Reclamation for the property is in the form of the residential development around the perimeter of the ponds. The Ottawa County Drain Commissioner has been monitoring the project and has closed sections of the property from further soil erosion control requirements once the vegetation has been established.
  - All disturbed areas above the water line of the ponds are being restored with 6" topsoil and seed.
  - Phase 4 of the single-family residential development area is proposed for Spring/Summer 2023.



A map of the project area in Chicago. The map shows a grid of streets. Lake Michigan Dr. runs horizontally at the top. Filmore St. runs horizontally at the bottom. Vertical streets from left to right are 8th Ave., 9th Ave., 10th Ave., 11th Ave., and 12th Ave. Horizontal streets from top to bottom are 6th Ave., 7th Ave., and 8th Ave. A shaded rectangular area is located between 10th Ave. and 9th Ave., and between Filmore St. and 6th Ave. A label 'SITE' with an arrow points to this shaded area. The word 'PERC' is written near the intersection of 9th Ave. and 7th Ave.

**LOCATION MAP**  
NOT TO SCALE



**Mitch Koster Real Estate Team**  
**Five Star Real Estate**  
**Mitch Koster**  
**6410 Lake Michigan Drive**  
**Allendale, MI 49401**  
**Phone: 616.988.8888**

ANNUAL MINING SUBMITTAL  
10.17.22[illegible]

## Aerial Overlay

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,  
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

**C-100**



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