AGENDA
Park Township
Planning Commission Regular Meeting
October 14, 2020
6:30 p.m.

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

To be held at the Hall

1. Call to Order

2. Approval of Agenda

3. Approval of Minutes: Regular meeting September 9, 2020

4. New Business:
   a. Public Hearings
         • Seeking conditional rezoning from R-3 Low Density Single-Family Residence District to R-5 Low Density Multifamily Residence District

         Anticipated Action: Transmit recommendation to the Park Township Board of Trustees (draft resolution available)

      ii. North Beach Subarea Master Plan Amendment

         Anticipated Action: Transmit recommendation to the Park Township Board of Trustees

   b. Site Plan Applications
      i. Benjamin’s Hope – 15468 Riley Street
         • Preliminary Planned Unit Development – Major Amendment

         Anticipated Action: Direct the applicant to review the Preliminary Plan and return for further review or direct the applicant to return with a Final Plan (and public hearing)

      ii. Macatawa Legends – New Holland Street & 144th Avenue
         • Preliminary Planned Unit Development – Major Amendment
Anticipated Action: Direct the applicant to review the Preliminary Plan and return for further review or direct the applicant to return with a Final Plan (and public hearing)

5. Old Business

6. Public Comments

7. Announcements
   a. Strategic Planning Meeting Rescheduling
   b. Public Lands and Open Spaces Zoning District and Master Plan Map at November meeting
   c. Next Planning Commission meeting date November 11, 2020

8. Adjourn
CALL TO ORDER:

Chair Pfost called to order the regular meeting of the Park Township Planning Commission at 6:30 P.M., held via Zoom per Executive Order.

ATTENDANCE:

Present: Terry DeHaan, Rosemary Ervine, David Kleinjans, Denise Nestel, Jeff Pfost

Absent: Dennis Eade, Diana Garlinghouse

Staff: Greg Ransford, Planner, Emma Posillico, Zoning Administrator, Dan Martin, Legal Counsel, Howard Fink, Township Manager

APPROVAL OF AGENDA:

Motion by Kleinjans, supported by DeHaan, to approve the agenda as submitted.

Voice Vote:

Ayes 5, Nays 0. Motion carried.

APPROVAL OF MINUTES:

Kleinjans noted two corrections on page 2.

Motion by Ervine, supported by Kleinjans, to approve the August 12, 2020 Regular Meeting Minutes as amended.

Roll Call Vote:
DeHaan, aye; Ervine, aye; Kleinjans, aye; Nestel, aye; Pfost, aye.

Ayes 5, Nays 0. Motion carried.

NEW BUSINESS:

A. Benjamin’s Hope – Minor vs. Major PUD Amendment Determination

Benjamin’s Hope is requesting an informal review by the Planning Commission of proposed modifications to the previously approved PUD amendment from September 2017. Benjamin’s Hope is seeking to confirm whether the proposed modifications constitute a “minor PUD amendment” under the zoning ordinance. The property is located at 15468 Riley Street, Holland, MI 49424.

The intent of the requested PUD modifications is related to the expansion of the existing community building to better serve the uses already accommodated within that building, including:

1. Reconfigure and expand the existing office use in the community building to allow day programming/life enrichment to expand;
2. Expand building for a nutrition space; and
3. Expand parking area to the east of the building.

The proposed expansion of approximately 9,500 square feet will be completed in two phases, constitutes less than the areas of buildings that have already been approved by the Township but not intended to be built by Benjamin’s Hope, and the community building use remains unchanged. It is on this basis that Benjamin’s Hope requests the proposed changes be considered as a “minor amendment.”

Ransford introduced the agenda item. In 2017 Benjamin Hope was one of the first applicants to seek approval under the new PUD amendments after the PUD adoption. Most of that original proposal has been constructed as approved by the Township. The applicant is asking if the proposed changes should be treated as a major or minor amendment to the approved PUD. Staff chose to defer the decision to the Planning Commission because of the unique circumstance of the request for additional square footage. If it is deemed to be a major amendment, then they need to return to the Planning Commission as part of the regular PUD process which would be followed by a public hearing. If it is deemed a minor amendment, then the Planning Commission can approve the requested modifications at this meeting.

Pfost asked the Planning Commissioners for their opinions about this request.
DeHaan asked Ransford to comment on Section 2 under 38-375 in reference to the proposed changes. Could he elaborate on the process if the request is brought back to the Planning Commission for review?

Ransford said this is a provision for referring the decision to the Planning Commission to determine if the request should be returned to the Planning Commission for an amendment to the PUD. Staff decided it should go to Planning Commission because of the additional square footage involved. If the Planning Commission decides it is a major amendment, then the applicant must return for formal approval.

Martin said the reference is to a determination whether the requested amendment is major or minor. If deemed minor, the Zoning Administrator, or the Planning Commission, can make the decision. If the PC determines the request is a major amendment, then it comes back to the Planning Commission as a full blown amendment.

Ervine asked Martin for his insight in this request.

Martin said the change in the size of the building is usually considered a major change, even though the floor plan won’t alter the character of the site. The question is: do these proposed changes fall into what is considered a similar nature that’s not too significant in relation to the entire site. Martin indicated that the PC should not deem it a minor amendment simply because the applicant is a non-profit organization such as Benjamin Hope, but would have to determine the status based on the actual modifications. Martin warned the Planning Commission that their decision would set a precedent that could be used by other applicants in the future, regardless of whether for profit or not for profit.

Kleinjans said he had no problem with the proposed changes, however, it appears to be a major change because one building is increased in size.

Nestel concurred and agreed it is a major change.

Ervine supported the conclusion the request is a major change.

Pfost said with that finding regarding a PUD modification he asked for a motion from the floor.

Kleinjans moved, supported by Ervine, to consider it a major modification and directed Staff to work with the applicant to bring the modification back to the Planning Commission for review.

Roll Call Vote:

DeHaan, aye; Ervine, aye; Kleinjans, aye; Nestel, aye; Pfost, aye.

Ayes 5, Nays 0. Motion carried.
B. Tree Preservation Language – Public Hearing 38-518

Ransford provided the background for this item. The Tree Preservation Committee reexamined language for tree preservation with regard to lots not in a development. The Committee produced a draft presented in August for a public hearing to be scheduled at this meeting. The Planning Commission determined to make this a zoning ordinance which would make it less likely to be overlooked. Briefly, the ordinance begins with the intent and purpose regarding a basis for the language. The ordinance describes residential, commercial and development. It covers wildlife corridors and requires continuation of some size of wildlife area to support plant and animal life. In developments the ordinance addresses clear cutting, tree canopy preservation, a reforestation plan and protection of street trees in beautification areas of the Township. The language also established limitations for properties along roadways to allow 20 feet to provide continuity along tree lined streets. The Zoning Board of Appeals will determine if standards are met in the appeals section. There are seven standards to grant relief from the ordinance in certain circumstances.

The Township Board will receive this for adoption after the Planning Commission’s review.

PUBLIC HEARING

Chair Pfost opened the Public Hearing at 6:56 P.M.

There was no comment.

Chair Pfost closed the Public Hearing at 6:56 P.M.

Pfost said it is the intent of the Planning Commission in drafting the Tree Preservation ordinance to strike a balance in protecting trees and property rights. Toward that effort Commissioner Nestel submitted a list of questions to be considered by the Planning Commission. He asked for discussion of the following:

Integration of this language with existing PTZO language:

1. When applying the proposed ordinance, how does the PC propose to reconcile any express or implicit inconsistencies? For example, does the PC intend that this proposed ordinance will always trump inconsistent existing ordinances?
2. If the existing ordinance is silent on an issue, does the PC intend that language in the Tree Preservation section controls?
3. Does the PC intend to define standards for resolving express or potential conflicts?
4. Does current legal counsel propose any “order of precedence” language for resolving inconsistencies or ambiguities?
5. The language authorizes the ZBA consider appeals and to “grant relief from any provision of this Section and shall consider the following standards.” Is it legal
counsel’s position that the standards for ZBA consideration are specific enough to be upheld if challenged in court?
6. Does the PC intend the ZBA can waive bargained for/negotiated terms imposed by the Board as a condition of approving a PUD?

The practice of clear cutting:

The proposed ordinance defines clear cutting as “The removal of any trees beyond that reasonably required to construct Development infrastructure and buildings.”

1. Does the PC intend that the PC and/or the Board will be the arbiter of “reasonably required”?
2. If the Owner / Developer challenges (either in or out of court) the PC/Board’s denial of an application because the tree cutting not being “reasonably required”, how does PC/Board propose to respond?

“Wildlife Corridor”

1. Does the PC intend that existence of an “artificial obstacle” such as a “dam, road, pedestrian pathway or railway” is necessary to qualify as a “wildlife corridor”?
2. Or, does the PC intend that a site qualifies as a “Wildlife corridor” if “one or more lot lines of the Development boundary at locations that provide a logical continuation of the Wildlife Corridor on the adjacent properties and beyond.”
3. 38-518(c),(2), provides that the PC (apparently with or without Board approval) has “discretion to increase, decrease or eliminate the Wildlife Corridor. Again, does the PC intend for this discretion to be unlimited. Specifically thinking about a case where the Board required bargained for / negotiated conditions relating to “wildlife” before approval of a PUD?

Development

The text states Development expressly includes any PUD, condominium, site condominiums, plat, private road, site plan, “or other application subject to review by the PTPC.”

1. Can the PC list or describe the properties that the PC does not intend to be include within the scope of this proposed language?
2. Per 38-518 (c) RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT, expressly includes “a “residential Development of two (2) or more residential building sites”. Does the PC intend that the 2 sites must be continuous? Abutting?

Management or Management Plan

1. Does the PC intend that a management plan is always required or that the PC has the authority to require it for any Development?
2. Does the PC **intend** that the owner/developer engage (and pay for the services) of a properly qualified and credentialled experts (such as a “Forester”) to determine if the submitted plan satisfies each of the 3 areas expressly identified?

3. Is it the PC’s **intent** that the would-be owner/developer of the property must submit and obtain approval of the PC (or PC and Board) of the Management Plan **before**: Approval of the application by the PC and/or Board?

Any construction activity, including dirt work, begins on the site?

**Outside Agency Approvals**

1. Does the PC **intend that all of these approvals must be obtained before cutting or trees and/or construction (including dirt work) begins?**

Discussion of questions:

Pfost noted that in addressing conflicts and inconsistencies this is a legal question for Legal Counsel.

Martin said the first three questions raised by liaison Nestel are in regard to the specific intent of the Planning Commission. There are rules for construction contained in the zoning ordinance. Regarding common rules of statutory interpretation, when you have conflict between ordinance provisions in the Code of Ordinances, the specific rule has control over the general provisions. Specific rules for the tree preservation ordinance will control over those potentially conflicting general provisions that deal with the environment or other issues in general. He can't address the first three questions regarding what individual Planning Commission members intended, but, regarding rules of statutory interpretation, if there is a conflict between the new ordinance and existing ordinance provisions, the specific will have control over the general.

The planning and development provision will allow the Planning Commission to make changes to the general zoning rule within the PUD. Some of the requirements for tree preservation could be waived in the PUD if the Planning Commission deemed it appropriate.

Pfost said with regard to intent it is not to infringe on a single land owner but to rule over development where there is increasing density for profit and there is elimination of trees. The dividing line was multiple development situations. The proposed language was changed to err toward the land owner. The Committee’s intent was to try to drive certain actions and requirements in accordance with the language. If future modifications or amendments are necessary they would come to the Planning Commission.

Nestel deferred to Martin if this is problematic regarding individual lots. With regard to #5 – considering appeals and granting relief: Are the standards for the Zoning Board of Appeals specific enough to stand up in court?
Martin said most of these standards are taken from other provisions already contained in the zoning ordinance. There is no guarantee what will hold up in court but those provisions have come from previous court cases. Even though they may appear to be somewhat vague, the language itself has come from prior court decisions.

Regarding appropriate buffers, these are typical and if challenged he is confident the court will uphold the language.

With regard to #6 – Can the Zoning Board of Appeals waive negotiated terms as condition of approval?

Martin said the Zoning Board of Appeals isn’t generally involved in developments, but hears requests for variances from the Zoning Ordinance. The Planning Commission is the body that recommends the Board waive requirements of a development within a PUD. In a PUD if the Planning Commission and Township Board won’t waive certain requirements there is no way to get into the variance from these requirements.

Kleinjans clarified that individual lots are affected on tree-lined streets.

Regarding clear cutting: does the Planning Commission intend to be the arbitrator of what is reasonably required? If the owner challenges, how does the Planning Commission respond?

Kleinjans asked how all situations can be covered.

Pfost said we can use a lot of discretion in discussing a PUD. How do we arbitrate? Are there mitigating factors? Our intent is to preserve as many trees as possible and work with the developer to acquire a balance.

Ervine said it would be difficult to anticipate all situations. The Committee tried its best to provide a balance.

Posillico said she can work with these guidelines.

DeHaan said the term “reasonable” is nebulous in working with a developer.

Does the Planning Commission have discretion regarding wildlife corridor consideration in PUDs?

Pfost says it may not be well-defined, but rather an intrinsic value for wildlife protection. The Committee’s intent was to protect these elements, but how do you do it with objective criteria.
Kleinjans observed if we can make the corridors contiguous between properties it would be a good addition to the language. He added that an application should be subject to review by the Planning Commission would be a clear dividing line. Regarding single family properties it would not apply but it would to developmental site plans. We would look at wildlife corridors in these site plans.

Pfost asked Ransford to check the language in the draft ordinance regarding contiguous lots where there are two or more lots for a development.

Ransford said this was in reference to a developer circumventing the language in creating two or more lots. The language was written to prevent that scenario.

Kleinjans said the intent was if trees are to be cut down there should be a plan submitted to the Township. Questions regarding outside approval should be submitted to the Planning Commission for permission.

DeHaan said any PUD or plat site should be subject to review by the Planning Commission. Could a developer build on two lots without coming to the Planning Commission for approval? Could the developer clear cut the two lots on his own without approval by the Township?

Martin said a developer could own a couple of vacant lots that the developer intends to sell for single family homes, and those lots may not be contiguous. This isn’t considered a development under the proposed ordinance. Individual homes built on individual lots that are not contiguous wouldn’t generally come to the Planning Commission. The Planning Commission is typically seeing developments that require site plans, or plats, or PUDs. A PUD or a plat proposal will come before the Planning Commission. The language could add “two contiguous lots” under development.

Ransford said, in this case, perhaps we need to reconsider some of the potential regulations. The language used to say any tree in the front, side or rear can’t be removed. The Committee did not want to be too restrictive in the language because of potential challenges and decided to err on the side of the individual lot owner’s freedom.

DeHaan said we have a conflict between the definition of a development or development of two or more in residential, commercial or industrial areas.

Martin said it depends on what the intent of the Planning Commission is. If you have a situation where someone splits 10 acres into 5 two acre lots, and it is not a typical subdivision, it wouldn’t come to the Planning Commission currently because it wouldn’t count as a development. The Planning Commission does not see land division applications. If the lots are sold individually, they could be clear cut in this case. If it’s platted as a subdivision, then it’s a development. It’s a distinction between use of the property and property ownership.
Kleinjans asked how big a problem would this be.

Martin said splitting lots could be addressed by setting a minimum number of land divisions, i.e. “x” number of lots. Now we define it as two building sites. Typical land division does not come before the Planning Commission.

Pfost suggested we leave the language as is but clearly state the difference between development and land division. We need to recognize a PUD vs. dividing land into certain number of parcels.

Martin said development is a defined term in the proposed ordinance. Land division is not included in the proposed definition of a development. It wouldn’t come before the Planning Commission.

Pfost recommended including Nestel’s questions with the minutes as part of the official record. Martin will forward them to Hemwall. The letter from a resident concerning tree preservation will be attached to the minutes for the record.

Pfost said the questions helped us with due diligence to be sure the record is clear.

Pfost asked for a motion.

Ervine moved, supported by Kleinjans, to advance the Tree Preservation language to the Township Board for review and approval.

Roll Call Vote:

DeHaan, aye; Ervine, aye; Kleinjans, aye; Nestel, aye; Pfost, aye.

Ayes 5, Nays 0. Motion carried

DeHaan asked about the language under Section D regarding tree stands removal “unless absolutely unavoidable.” How do you define this – it seems nebulous.

Posillico said if there is a situation where the property owner may disagree with the Zoning Administrator’s ruling the owner always has the option of appealing to the Zoning Board of Appeals for a decision regarding the trees.

C. Front Yard Parking

Posillico submitted a Staff Memo, dated August 19, to the attention of the Planning Commission regarding consideration of front yard parking regulations. She noted that over the past several months the Township Staff have received numerous complaints from residents regarding front
yard parking in residential neighborhoods. This year most of the complaints appear to be concentrated on the north side of Lake Macatawa, south of Ottawa Beach Road, between Division and 168th Streets.

Park Township has a Traffic and Vehicles Ordinance (Chapter 32) which includes regulations pertaining to stopping, standing and parking and parking junk vehicles in front yards. However, if a registered and operable vehicle is parked in a front yard there is not a current regulation that would provide the Township with authority to regulate removal of such a vehicle.

Pfost asked the Planning Commission what it wants to do with regard to front yard parking. Should the Township have an ordinance? This involves policy and enforcement issues. He asked Howard Fink, Township Manager, to speak to his perspective on this subject.

Fink said, in general, Park Township has been a community that has had less rather than more regulation. This is a policy decision for the Planning Commission. This has come about relative to short term rentals, although some complaints have come in from a residential area. We need to look at the problem rather than symptoms caused by the problem.

Ervine said she was in a meeting where a resident was concerned about a short term rental and the parking problem. It is her opinion that the real issue is short term rental. This will be difficult to deal with. There are many short term rentals in the Township, some of which are homeowner associations that have regulations regarding parking.

Kleinjans asked if the Township Board should decide this rather than the Planning Commission.

Fink clarified that there are a number of areas in the Township that do not have homeowner associations that are legally mandated. However, there are some areas that cannot self-regulate. The newer developments have homeowner associations that are legal.

Pfost said there are several cottages that have been in families for generations. This would have another dimension for regulation. Do we eliminate short term rentals or do we have a parking provision? We will have to be considerate regarding an approach to a policy. The Planning Commission has the legislative authority to develop a policy and forward it to the Township Board for its review.

Fink said the Zoning Administrator has heard several complaints regarding front yard parking.

Posillico said the complaints have been primarily directed toward recreational vehicles and the number of children in a family parking on properties.

Pfost said a committee could be created to draft some language. He asked the Commissioners to give this possibility some thought. Again, there should be a balance with property owner
rights and homeowner association restrictions and Township responsibilities. An idea is that short term rentals could have a parking provision.

Ervine said we need to consider what the obligations on staff would be as a result of such a regulatory policy, and with new board members coming on to the Planning Commission who will need to be brought up-to-date on the proposal. A small committee is a good idea.

OLD BUSINESS

Pfost recommended a strategic planning session could include front yard parking as a discussion item. Shall we wait until after the new Planning Commission member/s join the group?

Ervine asked if we should seek support of the Township Board.

Fink pointed out the Planning Commission has the ability to propose ideas to the Township Board. Code enforcement improvements should come from the Planning Commission then be forwarded to the Township Board if it is an opportunity you see as important.

Pfost said we have had a “no surprises” approach to the Township Board. We have the authority to develop such a policy. Our desire to have a strategic plan is our own decision. But we can certainly share this idea with the Township Board.

Ransford added that there is a benefit of a strategic plan but should we wait to see how many new members the Planning Commission will have.

Kleinjans supported moving forward.

Ransford asked how the Planning Commission wishes staff to proceed in setting up a strategic planning meeting schedule.

Ervine said it would be good to get input from current members before any significant change. Perhaps we could structure a framework for new members and where we want to go.

Pfost suggested an October date for a work session. Would a half day on October 5 be workable for everyone’s schedule? He said he will share with Jerry Hunsberger what the plan is. Everyone agreed October 5 would be a good date.

PUBLIC COMMENT

Pfost opened Public Comment at 8:37 P.M.

There was no comment.
Pfost closed Public Comment at 8:37 P.M.

ANNOUNCEMENTS

The next Planning Commission meeting date is October 14, 2020.

ADJOURNMENT

Ervine moved, supported by DeHaan, to adjourn the Regular Meeting at 8:37 P.M.

Voice Vote:

Ayes 7, Nays 0. Motion carried.

Respectfully submitted,

Judith R. Hemwall
Recording Secretary
September 12, 2020

Approved:
Executive Summary

Pursuant to the Michigan Planning Enabling Act, Act 33 of 2008, as amended, the Park Township Planning Commission (PTPC) was formed to review land use proposals and provide approval, denial, or recommendation to the Park Township Board of Trustees regarding the same; draft and maintain the Park Township Master Plan; conduct revisions to the Park Township Zoning Ordinance and provide recommendation and; conduct review and analysis of other related land use matters as requested by the Park Township Board of Trustees.

As a result of the responsibility of the PTPC, the Department of Community Development provides this monthly activity report as a synopsis of the land use planning efforts of the PTPC.

Current Land Use Proposals

Anchorage Marine Planned Unit Development Amendment

At the July 8, 2020 meeting of the PTPC, the Final Planned Unit Development Plan was recommended for approval, with conditions, to the Park Township Board of Trustees (PTBT). While the Final Planned Unit Development Plan was intended to be on the August meeting of the PTBT, the applicant has suspended its advancement to address structure related issues. Recently, the applicant contacted us with rough building elevation changes for future submission to the PTPC.

Current Ordinance Reviews

Tree Preservation

The Tree Preservation Chapter of the Park Township Zoning Ordinance is scheduled before the PTBT at their October 8, 2020 meeting.

Neighborhood Heritage Preservation (NHP)

Lake Court

Draft language for an overlay district is almost finalized. Following, copy will be provided to the neighborhood focus group for feedback. We anticipate providing the draft to the focus group during the week of October 11th.
Edgewood

As a result of similarities between Lake Court and Edgewood workshop participation feedback, a copy of the Lake Court overlay district language will also be provided to the Edgewood neighborhood for comment.

Eaglecrest

As a result of limited public workshop feedback and a lack of returned contact from the Home Owners Association President, as well as the remaining residents during the recent summer months to address the workshop feedback, we have concluded, after consultation with Manager Fink, that no language is necessary for Eaglecrest.

Idlewood

NO CHANGE – Staff concluded that no language is necessary for Idlewood and to retain the status quo.

Construction Observation Update – Approved Land Use Projects

The Reserve on Lake Macatawa

The building permit has been issued for the community building. Eight (8) permits have been issued for residential units. The developer recently contacted Staff regarding a modification to the 1.2 acre grass lawn on the eastern side of the property, proposing to modify the sidewalk configuration and landscaping. Pursuant to the Park Township Zoning Ordinance (PTZO), Staff agreed that the proposed changes could be reviewed administratively and proceed accordingly.

Beachwalk Condominiums – Ottawa Beach Road

NO CHANGE - A building permit application has been received for the community pool. Permits continue to be issued for the residential units.

KIN Coffee – 1200 Ottawa Beach Road – Coffee Shop and Residential Use

NO CHANGE - A sign permit (and associated electrical permit) was issued on October 21, 2019. Remodel permits were issued on April 24, 2019 for the second floor apartment, which has since had its final inspections and approval. Remodel permits for the first floor coffee shop were issued in March 2020, where interior work continues. No final inspections have occurred.

Cityside Apartments – 3618 Butternut Drive

Temporary Certificate of Occupancy was issued in August for 3 of the 6 residential units; only mechanical inspection remains on one of the units. A building permit was issued and work continues on the storage building on the property – final inspection was partially approved in late September.
Upcoming Matters

Itty Bitty Bar Parking Lot

NO CHANGE - The Itty Bitty Bar is seeking to construct additional parking to serve their multi-tenant building located at 1130 Ottawa Beach Road. Staff has provided review comments to the applicant but has not received a response for several months. The applicant illegally expanded their parking area again and a Stop Work Order was posted by the Township.

In April 2020, the new owner of the properties to the east of the Itty Bitty Bar parking lot, previously approved as the Coastal Condominiums PUD, was approved for a temporary peddler’s license for Visser Farms to sell produce from a truck on the property. The owner came to an agreement with BVW, the owner of the Itty Bitty Bar parking lot, to utilize the bar’s gravel parking area for parking for the farm truck. The owner was told that the parking area cannot expand, and cannot be paved.

In July 2020, the owner of the multi-tenant building at 1130 Ottawa Beach Road contacted Staff to request to repave the parking lot on the property. Given the history of expanding the parking area without authorization, Staff reiterated that a site plan would be required for modifications to the parking area. However, per the PTZO, the parking area may be re-striped (without a reduction in the number of spaces) without site plan approval.
MEMORANDUM

To: Park Township Planning Commission
From: Emma M. Posillico, AICP
Date: October 7, 2020
Re: Harrington Woods LLC Zoning Map Amendment (Conditional Rezoning) Application

Attached is an application for a zoning map amendment (a conditional rezoning) from Harrington Woods, LLC to rezone four parcels, collectively a 2.09 acre area bounded by Harding Street, South 160th Avenue, and West 32nd Street, parcel numbers 70-15-35-363-001, 70-15-35-363-002, 70-15-35-363-011, and 70-15-35-363-012. The applicant seeks to conditionally rezone these parcels from the R-3 Low Density One Family Residence Zoning District (R-3) to the R-5 Low Density Multiple Family Residence Zoning District (R-5). The applicant is proposing to construct one duplex on each parcel, which would result in four, two-family dwelling units being constructed.

The application has been reviewed and found complete. Below we provide our review of the request related to the Park Township Master Plan (PTMP) and the Park Township Zoning Ordinance (PTZO), as well as the three (3) C’s (Consistency, Capability, and Compatibility), an analysis tool commonly used when considering rezoning requests. We believe a recommendation of denial may be appropriate.

Anticipated Action

Pending comment received during the public hearing, the Planning Commission shall provide a recommendation to the Park Township Board of Trustees.

Master Plan Considerations

Future Land Use Map

The Park Township Master Plan and its Map, adopted on May 8, 2017, provide for the subject area to serve as the Public/Open Space Classification (P). It should be explained though that the subject properties previously housed the Harrington School, which was demolished in 2013. According to page 53 of the PTMP, the Public/Quasi Public classification “refers primarily to lands devoted to governmental, institutional or similar activities generally deemed to be in the public interest including public buildings, schools, parks, utility rights-of-way, churches, etc.” The land classified on the Master Plan Map for Public/Open Space extends approximately 1,200 feet to the east, and includes all of the parcels between 32nd Avenue and Harding Street. It is Staff’s understanding that perhaps the Township believed that those lands would remain in some sort of governmental or institutional ownership, which is why the Master Plan Map has not been amended to another classification in that area. In 2019 though, several boundary line adjustments were completed on the existing platted lots which resulted in twenty (20) parcels, several of which have since been sold for the construction of single-family residences.

As you know, the Planning Commission has been working on an amendment to the PTMP to address the Public/Open Space Classification and related Public/Quasi Public text. One of the proposed modifications is to reclassify the former Harrington School property from Public/Open Space to Low Density Residential on the Master Plan Map. Related, a proposed text amendment to the PTMP would remove the reference to “Public/Open Space” from the
Southside Subarea Plan (pg. 56). As you know though, the Planning Commission and subsequently Township Board are still considering these modifications.

For your convenience, below is a snapshot of the current Master Plan Map for the subject area and surrounding properties. The subject parcels are outlined in red. (Legend: Blue = Public/Open Space; Yellow = Low Density Residential; Red = Commercial; Orange = Macatawa Lake Residential)

Also for your convenience, below is a snapshot of the proposed modifications to the Master Plan Map for the subject area and surrounding properties, which you recently reviewed. While these proposed modifications have not yet been adopted, we felt it was reasonable to remind you of your previous conclusions. The same color scheme is utilized.
Chapter 4 – Future Land Use Designations, Public/Quasi Public

As aforementioned, the current PTMP indicates on page 53 that, the Public/Quasi Public classification “refers primarily to lands devoted to governmental, institutional or similar activities generally deemed to be in the public interest including public buildings, schools, parks, utility rights-of-way, churches, etc.” As such, Staff does not believe that private residential development of the subject properties is in accordance with the current PTMP. However, since a boundary line adjustment was permitted on the former Harrington School property, buildable parcels were created that have facilitated the construction of single-family residences that conform to the requirements of the R-3 Zoning District. Single-family residences clearly do not align with the Public/Quasi Public classification that currently extends over the entire former Harrington School area. As aforementioned though, the Planning Commission is considering reclassifying the former Harrington School property to Low Density Residential.

Chapter 4 – Future Land Use Designations, Low Density Residential

If the former Harrington School area is reclassified to LDR: Low Density Residential, the current PTMP indicates on page 50 that, the LDR classification “includes diverse neighborhoods from the north side of Park Township to the south side...Typically the LDR area features single family homes, mostly on lots between 15,000 square feet and one acre...The focus of this land use designation is to preserve single family character and to maintain single family dwellings as the dominant land use. While existing two-family dwellings are permitted, further development of new duplexes or the conversion of single family homes to duplexes or multi-family dwellings is discouraged.” Given that the applicant is proposing four (4) duplexes on the subject properties, the proposal does not appear to align with the text description for the Low Density Residential land use classification.

Chapter 4 – Future Land Use Designations, High Density Residential

Given that the applicant is proposing a conditional rezoning to the R-5 Low Density Multiple Family Residence Zoning District, it is appropriate to also consider the provisions of the PTMP related to the HDR: High Density Residential land use classification. The PTMP indicates on page 52 that, the HDR classification “can accommodate up to eight units per developable acre for multi-family uses. Single and two family owner occupied dwelling units would also be included within this classification but at lower densities...Within existing HDR areas, in-fill housing development will be encouraged to maximize the community’s investment in
infrastructure...Such uses should also be designed for compatibility with nearby residential land uses. Setbacks, landscaping and buffer strips should be used to help reduce any negative effects of HDR uses on areas of lower density...Multiple family developments should be located near such amenities as shopping and recreational facilities, along major streets and must be served by public water and sanitary sewer.”

Given that the Planning Commission is currently considering reclassifying the entirety of the former Harrington School property, it would not seem appropriate to reclassify the entire area to HDR given that single-family residences are under construction on the majority of the former school property. If the subject properties only were reclassified to HDR, it would represent the only four (4) parcels on the south side of Lake Macatawa that Park Township has classified as HDR. Further, it does not appear that the applicant is proposing owner-occupied two-family dwelling units with landscaping and buffer strips, as the PTMP specifies for the HDR classification. Lastly, while the HDR classification of the PTMP does include reference to two-family dwellings, it is Staff’s analysis that the reference above to “multiple family developments being located near to amenities and served by public water and sanitary sewer,” is intended to reference developments with a density greater than that of the proposed duplexes. As such, the applicant’s proposal does not appear to align with the text description for the High Density Residential land use classification.

*Chapter 3 – Planning Framework – Subarea Analysis, Southside*

The subject property is identified within the Southside subarea of the PTMP (Page 30-31). This subarea, that portion of the Township located on the south shore of Lake Macatawa, is “a study in contrasts – from small inland neighborhoods and large homes on the Lake Macatawa shore to the historic resort cottages in Macatawa Park.” As the Planning Commission is familiar with, the subject area is more of a small inland neighborhood, where there are small areas of commercial activity to the north along South 160th Avenue, as well as some Township facilities at Virginia Park, the Maatman Center, and a fire station that is shared with the City of Holland. Additionally, West 32nd Street serves as the boundary between Ottawa and Allegan Counties. As previously explained, one of the proposed amendments to the PTMP is to update the Southside Subarea Plan to remove the reference to “Public/Open Space” on properties not owned by Park Township.

Also within Chapter 3 of the PTMP is an Issues Analysis section, as well as Figure 29 – Issues Analysis Map (page 43). The Planning Commission will note that the subject area (shown below) is noted as “Reuse Harrington as Community Center.” As this map is several years old, and residential development of the Harrington property has progressed, it is Staff’s interpretation that this is another element of the Master Plan that should be updated.
Chapter 5 – Implementation, Zoning Plan

As you are aware, the Michigan Planning Enabling Act, Act 33 of 2008, requires municipalities to include a Zoning Plan as part of their master plan to provide a correlation between master plan classifications and zoning ordinance districts. As aforementioned, the Zoning Plan indicates that the current P Classification has “no corresponding zoning district for the land use designation. Parks, schools, cemeteries, government uses, etc. are permitted or special land uses within the other zoning districts.”

If the former Harrington School area is reclassified to Low Density Residential, as is currently proposed by the Planning Commission, the Zoning Plan indicates that the LDR Classification corresponds to the R-3 Low Density Single Family Residence District. The Zoning Plan indicates that the LDR designation (in part) “encourages infill development...area and setback requirements for infill development should be analyzed to ensure that development on small lots of record are in character with the established neighborhoods...Some areas designated LDR are zoned R-4. These are generally single family homes on smaller lots. This type of development is consistent with the LDR land use designation.”

It appears, based on the Zoning Plan, that if the former Harrington School area is reclassified to LDR, that it would correspond more appropriately to the R-3 Zoning District.

If the former Harrington School area is reclassified to High Density Residential, which could also be considered based upon the PTMP and the applicant’s proposal, the Zoning Plan indicates that the HDR Classification corresponds to the R-4 and R-5 Zoning Districts. The Zoning Plan states in reference to the HDR designation (in part): “The R-4 district allows single family and duplex development, while the R-5 District adds multiple family uses. Multiple family lots in the R-5 District must provide 4,500 square feet per dwelling unit, which is an effective density of just above 8 units per acre.” The applicant’s proposal for a conditional rezoning to the R-5 district, with the condition that multi-family dwelling units not be allowed, contradicts the aforementioned language of the Zoning Plan. If the applicant proposed a rezoning to the R-4 District for duplex construction, this would align more so with the existing language for the HDR classification within the Zoning Plan. However, as previously emphasized, duplex construction on the subject properties may not correlate as directly with the explanation provided for the HDR Classification on page 52 of the PTMP.
After considering the future land use map, as well as Chapters 3, 4, and 5 of the Park Township Master Plan, the requested conditional rezoning of the subject properties to the R-5 Zoning District is not Consistent with the provisions of the PTMP.

Zoning Ordinance Considerations

Zoning Ordinance Text

As you are aware, when a map amendment (rezoning) request is submitted for review, the Planning Commission is tasked with considering all of the possible uses that could occur in the related zoning district, if approved. However, this rezoning request is for a conditional rezoning, with the condition that multi-family dwellings, as defined in the PTZO, not be allowed as a permitted use. Given this and for your convenience, below is a copy of the uses permitted in the R-5 Zoning District with strike-thru shown through the multi-family dwelling use. It is important to note that all of the uses identified within Section 38-334 are permitted within the existing R-4 Zoning District. The most significant difference between the zoning districts relative to uses is that the R-5 Zoning District permits multifamily dwellings provided they are served by public water, whereas the R-4 Zoning District only permits two-family dwellings. The subject properties are served by public water, but they are not served by public sewer and would require septic systems.

Sec. 38-334. Use regulations.

Land, buildings or structures in the R-5 low density multi-family residence district may be used for the following purposes only:

(1) Any use permitted in the R-4 medium density single- and two-family residence district, subject, except as specifically provided otherwise in this division, to the same conditions, restrictions and requirements as are provided in the said R-4 zoning district.

(2) Multifamily dwellings provided they are served by public water.

(3) Home occupations when authorized in accordance with Section 38-506.

(4) Bed and breakfast operations when authorized by the Planning Commission as a special use. In considering such authorization, the Planning Commission shall consider the following standards:

a. The number of bed and breakfast sleeping rooms;

b. The effect of the proposed operation on the adjoining properties and the surrounding neighborhood;

c. Potential traffic that will be generated by the proposed bed and breakfast operation;

d. Available parking; and

e. The ability of the proposed bed and breakfast operation to comply with all requirements of Chapter 8, pertaining to bed and breakfast establishments, as amended.

All bed and breakfast operations shall comply at all times with all requirements and other provisions of Chapter 8, pertaining to bed and breakfast establishments.
Lastly, it is important to note that the minimum lot area and width for residential uses in the R-5 Zoning District for two-family dwellings served with public water but not served with public sewer shall be 20,000 square feet and 100 feet, respectively. This is the same minimum lot area and width for two-family dwellings in the R-4 Zoning District. The Planning Commission will note in the application materials that Parcels 2 and 19 are slightly smaller than the required 20,000 square feet. The applicant has proposed a condition to the rezoning that a boundary line adjustment would occur so that each of the four subject parcels would meet the minimum required 20,000 square foot lot area. As such, if the property is conditionally rezoned to R-5 and a boundary line adjustment occurs, the subject properties may be capable of supporting the uses and special uses permitted in the R-5 District.

As you know, it is important to review the existing uses adjacent to the subject property as well as the related zoning districts. Surrounding properties to the north (across Harding Street) and to the south (across 32nd Street, in Laketown Township) contain single-family dwellings. To the east, single-family residences are under construction. To the west, across South 160th Avenue, is one (1) parcel that is zoned C-1, but is vacant and privately owned; it appears that it was previously used for a gas station. The one (1) property on the west side of South 160th Avenue that is zoned R-5 is utilized for a single-family residence.

For your convenience, below is a snapshot of the Zoning Map for the subject parcel and surrounding properties. The subject parcel is outlined in red. (Legend: Yellow = R-3; Red = C-1; Salmon = C-2; Purple = R-5)

As aforementioned, the Planning Commission will need to determine if the possible uses in the R-5 Zoning District are compatible with the surrounding zoning district and uses. Given the predominantly single-family residential nature of the surrounding properties, it would appear that the proposed conditional rezoning to the R-5 Zoning District for the construction of duplexes, is not compatible with the surrounding R-3 District and single-family residences.
Rezoning Criteria

Section 38-129(3) – Zoning Map Amendments and Rezoning Procedures, Rezoning Criteria

As required by Section 38-129(3) – Rezoning Criteria of the PTZO, the Planning Commission must review four (4) criteria when considering an application to amend the Zoning Ordinance Map. Below is a copy of Section 38-129(3) in its entirety along with our comments in italic font concerning each criterion, in an effort to assist with your review.

Section 38-129(3) – Rezoning criteria. The following criteria and standards shall be considered by the Planning Commission and Township Board prior to any Zoning Map amendment.

a. Whether there is consistency with the goals, policies and future land use map of the master plan, including any sub area or corridor studies. If conditions have changed significantly since the master plan was adopted, then consistency with recent development trends in the area shall also be considered.

Based on our Master Plan Considerations above, the request is not consistent with the adopted Master Plan Map. It does state in the standard above though that “If conditions have changed significantly since the master plan was adopted...” It appears to Staff that conditions have changed significantly since the last update to these aspects of the Master Plan, given surrounding residential development. If the proposed reclassification of the former Harrington School area to Low Density Residential does occur, it appears to Staff that the request would still not be consistent with the Master Plan language that states that “while existing two-family dwellings are permitted, further development of new duplexes or the conversion of single family homes to duplexes or multi-family dwellings is discouraged.” It appears that it is the intention of the Township to limit the construction of new duplexes within the LDR classification.

b. Whether there is compatibility of the site’s physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district.

We do not possess any evidence to suggest there are or are not limitations to the physical features of the subject property to support the permitted uses of the proposed R-5 zoning district. However, as the applicant has identified, parcels with two-family dwellings that are served by septic systems are required to be 20,000 square feet. If the applicant does complete a boundary line adjustment to ensure that all four (4) subject parcels are 20,000 square feet and would support septic systems, it appears the request is consistent with this criterion.

c. Whether there is evidence that if the current zoning remains enforced, the restriction may preclude the use of the property for any purpose to which it is reasonably adapted.

We do not believe there is any evidence to suggest that if the R-3 Zoning District remains, that the applicant will be precluded from use of the property for a purpose that is reasonably adapted. However, without the rezoning, it would not be possible to construct two-family dwellings on the subject parcels.

d. Whether there is compatibility of all the potential uses allowed in the proposed zoning district with the surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic safety impacts, aesthetics,
infrastructure, utilities, potential influence on property values, and the general health, safety and welfare of the Township.

Based on our aforementioned Master Plan and Zoning Ordinance considerations, we believe the Planning Commission may wish to finalize amendments to the Master Plan to address the future land use of the former Harrington School area. Given the recent residential construction on the majority of the former Harrington School property though, it appears that the only matter of consideration from this criterion is the possibility of an increased density due to the construction of two-family dwellings rather than single-family dwellings. As aforementioned, the provisions of the PTMP do not encourage additional two-family dwellings within the Low Density Residential classification.

Section 38-129(4) – Zoning Map Amendments and Rezoning Procedures, Conditional Rezoning

As required by Section 38-129(4) – Conditional Rezoning of the PTZO, “in addition to the criteria listed in Subsection (c), the Planning Commission and the Township Board shall also consider whether the request and the conditions voluntarily offered meet the criteria provided below.” Below is a copy of Section 38-129(4) in its entirety along with our comments in italic font concerning each criterion, in an effort to assist with your review.

1. Bear a reasonable and rational connection and/or benefit to the property being proposed for rezoning;

Staff agrees that the proposed condition pertaining to a boundary line adjustment to ensure that each of the subject parcels meets the 20,000 square foot lot size requirement bears a reasonable and rational connection to the property being proposed for rezoning.

Staff finds that the proposed condition not allowing multi-family dwellings does not bear a benefit to the property being proposed for rezoning. Specifically, since the R-4 Zoning District permits duplexes but does not allow multi-family dwellings, it seems more appropriate to consider rezoning the subject properties to R-4, rather than proposing the conditional rezoning. However, rezoning the property to R-4 does not align with the proposed reclassification of the subject properties to Low Density Residential on the PTMP Map.

2. Are necessary to ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential impacts to adjacent properties;

Staff agrees that the proposed condition pertaining to a boundary line adjustment to ensure that each of the subject parcels meets the 20,000 square foot lot size requirement minimizes any potential impacts to adjacent properties, in relation to the ability of the properties to adequately handle septic systems.

Staff finds that the proposed condition not allowing multi-family dwellings may minimize potential impact to adjacent properties, but that it is not necessary since the R-4 Zoning District permits duplexes but does not allow multi-family dwellings. Again though, rezoning the property to R-4 does not align with the proposed reclassification of the subject properties to Low Density Residential on the PTMP Map.

3. Will lead to a development that is more compatible with abutting or surrounding uses than would have been likely if the property had been rezoned without the proposed
voluntarily offered conditional zoning agreement, or if the property were left to develop under the existing zoning classification; and

If the property had been rezoned to R-5 without the proposed conditional zoning agreement, the subject parcels would be permitted to have multi-family dwellings constructed upon them. However, given the requirement of Section 38-336(6) of the PTZO (Area Regulations for the R-5 Low Density Multifamily Residence District), for a minimum lot area for multi-family dwellings not served with public sewer to be 10,000 square feet per dwelling unit, the applicant would not be able to build more than two dwelling units per parcel anyway. So, it does not seem that the offer to not permit multi-family dwellings within the R-5 District is truly necessary, as the proposed lot size would limit the number of units regardless.

Again though, rezoning the property to R-4 does not align with the proposed reclassification of the subject properties to Low Density Residential on the PTMP Map. It would appear that if the property were left to develop under the existing R-3 Zoning District, development would be more compatible with abutting or surrounding uses.

4. Meet the basic requirements of the requested zoning district.

Staff agrees that the proposed condition pertaining to a boundary line adjustment to ensure that each of the subject parcels meets the 20,000 square foot lot size requirement would meet the basic requirement of the R-5 District.

Planning Commission Considerations, Recommendation, & Action

Considerations

As the Planning Commission deliberates regarding this application, we believe the following warrant your review and consideration. They are listed in no particular order.

Master Plan

- Your consideration of the letter of conditions presented by applicant
- Consistency – Whether the request is Consistent with the Master Plan and its Map
- Compatibility – Whether the proposed use is compatible with the surrounding zoning district and uses
- Capability – Whether the subject properties are capable of supporting the uses and special uses permitted in the R-5 Zoning District
- Rezoning criteria provided in Section 38-129(3)
- Rezoning criteria provided in Section 38-129(4)
- The impact related to a possibility of an increase in density

Recommendation

As a result of the aforementioned Master Plan and Zoning Ordinance considerations and pending comments received at the public hearing; we do not believe the request satisfies 38-129(3) – Rezoning Criteria, we do not find that the request warrants the offer of a conditional rezoning pursuant to 38-129(4) – Conditional Rezoning Criteria of the PTZO, nor do we find that the request is consistent with the current Master Plan. Given this, we believe a recommendation of denial is appropriate.
Pending comment received during the public hearing, the Planning Commission is tasked with providing a recommendation to the Park Township Board of Trustees. As you are aware, we support a denial of adoption for the proposed map amendment. In the event that the Planning Commission votes to recommend denial of adoption of the proposed map amendment, we have prepared the enclosed resolution of denial. While we typically do not prepare resolutions with zoning amendment memoranda, we recommend formal resolutions of denial in the event that the Township’s decision on a request is challenged in court.

In the event that the Planning Commission votes to recommend approval of adoption of the proposed map amendment, we have prepared a sample motion of approval below.

**Sample Motion to Recommend Approval of Proposed Conditional Rezoning**

I hereby move to recommend approval of the application from Harrington Woods, LLC to conditionally rezone parcels 70-15-35-363-001, 70-15-35-363-002, 70-15-35-363-011, and 70-15-35-363-012 from the R-3 Low Density One Family Residence Zoning District to the R-5 Low Density Multiple Family Residence Zoning District, with the following conditions:

1. There shall be no multi-family dwellings permitted on the parcels listed above, as defined by the Park Township Zoning Ordinance; and
2. A boundary line adjustment shall be completed to ensure that each parcel is at least 20,000 square feet in area, and suitable for private septic systems.

Included in my motion is the direction for Staff to prepare the formal Conditional Rezoning Agreement and Map Amendment Ordinance for the conditional rezoning for the November 2020 Planning Commission meeting.

The application has been scheduled for a public hearing at your October 14, 2020 meeting. If you have any questions, please let us know.

EMP
Associate Planner

Attachments

cc: Howard Fink, Manager
Matt Wickstra, Harrington Woods, LLC
EXCERPTS OF MINUTES

At a regular meeting of the Planning Commission of the Township of Park, Ottawa County, Michigan, held at the Township Hall at 52-152nd Avenue, Park Township, Ottawa County, Michigan, on the 14th day of October, 2020, at 7:00 p.m., local time.

PRESENT: 

ABSENT: 

The Planning Commission Chair advised the Planning Commission that the next order of business was the consideration of the Harrington Woods LLC Zoning Map Amendment (Conditional Rezoning) Application.

After discussion, the following Resolution was offered by _________________________ and supported by _________________________:

RESOLUTION

WHEREAS, Harrington Woods, LLC has requested a conditional rezoning of parcel numbers 70-15-35-363-001, 70-15-35-363-002, 70-15-35-363-011, and 70-15-35-363-012, Holland, Michigan 49423, from the current R-3 Low Density One Family Residence District to the proposed R-5 Low Density Multifamily Residence District to construct four (4) two-family residences (eight (8) total residential units); and

WHEREAS, Section 38-129(4) of the Township Zoning Ordinance allows the Planning Commission and the Township Board to consider offers of conditional rezoning; and

WHEREAS, pursuant to Section 38-129(2)b of the Township Zoning Ordinance, the authority to grant the conditional rezoning lies with the Township Board, upon recommendation of the Planning Commission;

WHEREAS, Section 38-129(2) of the Township Zoning Ordinance requires that the Planning Commission hold a public hearing regarding any rezoning application, consider the standards contained in Section 38-129(3) of the Township Zoning Ordinance, and that the Township Board is required to make the decision to approve, deny, or amend the Planning Commission’s recommendations at a public meeting; and

WHEREAS, Section 38-129(3) of the Township Zoning Ordinance requires consideration of the following criteria and standards for any Zoning Map amendment:

a. Whether there is consistency with the goals, policies and future land use map of the master plan, including any sub area or corridor studies. If conditions have changed significantly since the master plan was adopted, then consistency with recent development trends in the area shall also be considered.

b. Whether there is compatibility of the site's physical, geological,
hydrological and other environmental features with the host of uses permitted in the proposed zoning district.

c. Whether there is evidence that if the current zoning remains enforced, the restriction may preclude the use of the property for any purpose to which it is reasonably adapted.

d. Whether there is compatibility of all the potential uses allowed in the proposed zoning district with the surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic safety impacts, aesthetics, infrastructure, utilities, potential influence on property values, and the general health, safety and welfare of the Township; and

WHEREAS, Section 38-129(4)a of the Township Zoning Ordinance requires consideration of the following additional criteria and standards for any conditional rezoning request:

The Planning Commission and Township Board shall also consider whether the request and the conditions voluntarily offered:

1. Bear a reasonable and rational connection and/or benefit to the property being proposed for rezoning;

2. Are necessary to ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential impacts to adjacent properties;

3. Will lead to a development that is more compatible with abutting or surrounding uses than would have been likely if the property had been rezoned without the proposed voluntarily offered conditional zoning agreement, or if the property were left to develop under the existing zoning classification; and

4. Meet the basic requirements of the requested zoning district.

WHEREAS, the Planning Commission held the required public hearing on October 14, 2020, and found the following:

a. Harrington Woods, LLC failed to establish that the conditional rezoning request satisfies the rezoning criteria, as required by Section 38-129(3) of the Zoning Ordinance for the following reasons: [Pick and choose which apply and state why]

   The request is not consistent with the goals, policies and future land use map of the master plan because ________________________________.

   The request is not compatible with the site’s physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district because ________________________.

   There was no evidence provided that if the current zoning remains enforced, the restriction may preclude the use of the property for any purpose to which
it is reasonably adapted because ________________________________.

The request is not compatible with all the potential uses allowed in the proposed zoning district, with the surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic safety impacts, aesthetics, infrastructure, utilities, potential influence on property values, and the general health, safety and welfare of the Township, because ____________________________________________________.

b. Harrington Woods, LLC failed to establish that the conditional rezoning request warrants the offer of a conditional rezoning, as required by Section 38-129(4) of the Zoning Ordinance for the following reasons: [Pick and choose which apply, and state why]

1. The conditions offered do not bear a reasonable and rational connection and/or benefit to the property being proposed for rezoning because _________;

2. The conditions voluntarily offered will not ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential impacts to adjacent properties because ____________;

3. The conditions offered will not lead to a development that is more compatible with abutting or surrounding uses than would have been likely if the property had been rezoned without the proposed voluntarily offered conditional zoning agreement, or if the property were left to develop under the existing zoning classification because ___________________________; and

4. The conditions offered do not meet the basic requirements of the requested zoning district because ________________________________.

c. The proposed conditional rezoning to the R-5 Low Density Multiple Family Residence District is not consistent with the current Park Township Master Plan and

d. [INSERT FINDING]

e. [INSERT FINDING]

WHEREAS, after the public hearing and Planning Commission discussion on October 14, 2020, ________________ provided a motion to recommend denial of the conditional rezoning application, which was seconded by ____________ and approved by a vote of ______________.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWNSHIP OF PARK, OTTAWA COUNTY, MICHIGAN, as follows:


YES: __________________________________________
NO: ______________________________________________________________________

RESOLUTION DECLARED ____________.

Dated: October 14, 2020

Planning Commission Secretary
CERTIFICATE

I, the undersigned, the Secretary of the Planning Commission for the Township of Park, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of a Resolution adopted by the Planning Commission at a regular meeting of the Planning Commission held on the 14th day of October, 2020. I further certify that public notice of the meeting was given pursuant to and in full compliance with Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Planning Commission Secretary
28 August, 2020

Gregory L. Ransford, MPA
Principal
Fresh Coast Planning
950 Taylor Avenue, Ste. 200
Grand Haven, MI 49417

RE: CONDITIONAL Rezoning Application by Harrington Woods, LLC

Dear Mr. Ransford,

Harrington Woods, LLC requests to rezone the four parcels specified below from R-3 ‘Low Density Single-Family Residence District’ to R-5 ‘Low Density Multifamily Resident District’ with the condition that ‘Multifamily dwellings’ as defined in the Park Township zoning ordinance not be allowed as a permitted use. Furthermore, Harrington Woods, LLC acknowledges that if the rezoning of the property be approved, that it would be subject to a boundary line adjustment (to be approved by the Township Assessor) between Parcels #1 & #2 and Parcels #3 & #4 such that each of the four parcels would meet the minimum required 20,000 square feet lot area required per Section 38-336(4)&(5) of the Township ordinance. (The topic has been discussed with Mr. Nykamp)

The four parcels in question are as follows:

- Parcel #1: 733 S 160th Street   70-15-35-363-001
- Parcel #2: 747 S 160th Street   70-15-35-363-011
- Parcel #3: 1624 Harding Street  70-15-35-363-002
- Parcel #3: 1629 W 32nd Street   70-15-35-363-012

Kindest regards,

Matt Wickstra, Member
Harrington Woods, LLC
PARK TOWNSHIP
52 152ND AVE
HOLLAND, MI 49424
(616) 399-4520

Receipt: 285874 08/28/20

Cashier: Cindy Glennie
Received By: Harrington Woods LLC

1337 Olde Evergreen Way
Holland MI 49423

The sum of: 4,200.00

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CHECK 2515 4,200.00

Signed: _______________________________
PARK TOWNSHIP
Ottawa County
52 – 152nd Avenue, Holland, Michigan 49424

Planning Commission
Procedures and Deadlines

Deadline: The deadline to submit materials for a Planning Commission Meeting is by 5:00 p.m., 47 days prior to the next scheduled meeting date. The materials must be dropped off at the Park Township Office, 52 S. 152nd Avenue, Holland, MI 49424.

Meeting: The Planning Commission meets the second Wednesday of the month at 6:30 p.m. at the Park Township Office Board Room. If there is no agenda by the deadline, there is no meeting that month.

Cost: Fees are listed on the application form.

Submital: Twelve identical packets must be submitted to the Township along with the fee by the deadline. They should be folded in 8 ½” by 11” sizes. The packets should contain any supporting documents such as proof of ownership, surveys, site plans, drawings, pictures, and narratives. When the site plan reaches the Township Board, eight (8) additional packets are required to be submitted to the Township, at least one week in advance of said meeting.

Please call the Building/Zoning Department with any questions. 616-738-4244

DO NOT DISCARD THIS PAGE. YOU MUST SUBMIT THIS PAGE WITH YOUR APPLICATION

For office use

Date Received: ______  Payment of: ______  Via Check: ______  Cash: ______
REQUEST FOR ZONING ORDINANCE AMENDMENT

REQUEST FEE: $1,200.00 (+$3,000 escrow)

CHECK THE APPLICABLE REQUEST

X __ MAP AMENDMENT (Rezoning) ___ TEXT AMENDMENT

All petitions for an amendment to the Zoning Ordinance or the Zoning Map shall include the following information.

SECTION 38-127 – PETITION PROCEDURE

Name of Petitioner:
Harrington Woods, LLC

Address of Petitioner:
1337 Olde Evergreen Way

Holland, MI 49423

Telephone: (616) 886-1377 Email: mwickstra@gmail.com

What is the Petitioner’s interest in making this petition?
Petitioner believes the rezoning of the property (subject to its condition) would allow for development better-suited to the adjacent uses within the neighborhood, (C-2 & R-5 along with R-3), the ‘gateway’ location (the intersection of 32nd St & 160th), and the community’s need for affordable ‘workforce’ housing.

Furthermore, the density would be more consistent with the neighboring blocks which avg 3.75 units/acre.

What is the nature and effect of the proposed amendment?
The nature of the proposed amendment - subject to its condition - would be to allow ‘two-family’ units while maintaining a "low density residence district". The effect of the change would be to allow

8 condos in lieu of 4 single-family homes.

1 Escrow funds are used to reimburse planning, engineering, and legal fees incurred. If the fund drops below 10% of the deposit, an additional deposit will be required to continue. Any funds remaining will be refunded when the project is complete. Any approvals will be subject to requiring any outstanding funds due are paid in full.
MAP AMENDMENT

List the name, address and interest of every person who has a legal or equitable interest in any land to be rezoned (map amendment).

[Same as Petitioner]

What is the current zoning of any property requested to be rezoned?
R-3

What is the proposed zoning of any property requested to be rezoned?
R-5, conditioned upon a restriction against 'multi-family' use

Parcel Number of property requested to be rezoned:
70-15-35-363-001, -002, -011 & -012

Provide a scaled map of the property, fully-dimensioned and correlated with the legal description, showing the following:

1. The land which would be affected by the proposed amendment;

2. If the land proposed for rezoning does not include the entire parcel or lot, the land and legal description of the portion of the parcel of the lot which is proposed for rezoning and the portion of the parcel of the lot which is not proposed for rezoning;

3. The present zoning of the land proposed for rezoning;

4. The present zoning of all abutting lands; and

5. All public and private rights-of-way and easements bounding and intersecting the land proposed for rezoning.

Attach the legal description of the property.

ADDITIONAL INFORMATION

Please provide proof of ownership. If ownership is pending a purchase agreement that is conditional to the Zoning Amendment request, please provide proof of said agreement.
In the instance there is an alleged error in the Ordinance which would be corrected by the proposed amendment, provide a detailed explanation of such alleged error and detailed reasons why the proposed amendment would correct the same:

N/A

State the changed or changing conditions in the area or in the Township that make the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare:

The former Harrington School property was once a single tax parcel and is now twenty (20) tax parcels with many single family homes under construction. The adjacent property at the NW quadrant of the same intersection now has new commercial development.

State all other circumstances, factors and reasons which the petitioner offers in support of the proposed amendment:

The described use of the property will allow for a more-esthetically appealing use of the property and would add additional value to the surrounding neighbors.

It would also help meet the Township's need for additional affordable 'workforce housing'.

TEXT AMENDMENT

Provide the exact text you are proposing with Section numbers (or new section number if a new section is proposed). Separately, provide text that shows all proposed changes, which include deletions and/or additions.
PARK TOWNSHIP DEVELOPMENT APPLICATION AGREEMENT

**AFFIDAVIT:**
I agree to comply with the statements below, and if I fail to comply, this development application and subsequent decision may be voided.

The cost to the Township in reviewing applications for various development or zoning approvals differs greatly between applications, and may be significant when there are additional out-of-pocket expenses (such as professional planning consultant, engineering, and/or legal review) above and beyond what is associated with the typical zoning review of minor projects. This cost cannot always be accurately projected at the time an application is made. The Township Board has determined that it is reasonable and appropriate to pass the charges for the actual costs and expenses associated with reviewing such applications, except for the routine expenses, on to the applicant rather than having the taxpayers of the Township subsidize the application. The Township has therefore established an appropriate fee schedule, which includes an escrow account/fee in addition to the base fee for some application when deemed by Township staff to be appropriate.

The basic application fee set forth in the Township’s fee schedule covers general expenses such as the initial review of the application by the zoning administrator, and the publication and mailing of the required legal notice for a single public hearing held at a regularly scheduled meeting of the public body. Any other fees and expenses incurred by Park Township as a part of the review process (including but not limited to planning, engineering, and/or legal fees) will be transmitted and charged to the applicant for timely payment. This is a legal requirement for development review in Park Township. The Township does not fund the private development utilizing taxpayer monies. Failure to timely pay the escrow fee or escrow charges may result in the application being put on hold, no action being taken by the Township, or subsequent building or occupancy permits being denied.

I agree to comply with the conditions and regulations provided with any permit that may be issued. Further, I agree the permit that may be issued is with the understanding all applicable sections of the Park Township Zoning Ordinance, and Michigan Construction Code will be complied with. Further, I agree to notify the Park Township Building Dept. for inspections when required. Further, I agree to give permission for officials of Park Township, the County of Ottawa and the State of Michigan to enter the property subject to this permit application for purposes of inspection. Finally, I understand this is a planning commission application, and any permit issued conveys only land use rights, and does not include any representation or conveyance of rights in any other statute, deed restriction, or other property rights.

**Signature of Applicant**

**Signature of Property Owner**

Date

Date
ATTACHMENTS

- Property Map
- Property Survey (including legal descriptions)
- Proof of Ownership
WARRANTY DEED

The Grantor(s), Holland Public Schools, a Michigan general powers school district formerly known as School District #3, fractional of Laketown Township; School District #4, fractional of Park Township; and Harrington School District (School District #49), Counties of Ottawa and Allegan, a political subdivision of State of Michigan, whose address is 320 West 24th Street, Holland, MI 49423, convey(s) and warrant(s) to Harrington Woods, LLC, a Michigan limited liability company, Grantee(s), whose address is 1337 Old Evergreen Way, Holland, MI 49423, the following described premises:

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Commonly known as: 733 & 747 160th Ave; 1624, 1608, & 1590 Harding Street; 1599, 1607, 1617, & 1629 32nd Street, Holland, MI 49423
Parcel ID No(s): 70-15-35-356-001

For the Full Consideration of *** (See Real Estate Transfer Valuation Affidavit) *** subject to building and use restrictions and easements of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto.

SUBJECT to easements and restrictions of record, zoning laws and ordinances affecting the premises, and rights of the public and of any governmental entity in any part thereof taken, used or dedicated for street, road, right of way, or highway purposes, and subject to taxes and future instalments of special assessments payable hereafter.

EXEMPT FROM STATE REAL ESTATE TRANSFER TAX PURSUANT TO MCL 207.526 (h)(i) AND EXEMPT FROM COUNTY REAL ESTATE TRANSFER TAX PURSUANT TO MCL 207.505 (h)(i).

Subject to easements, use, building, and other restrictions of record, if any.

Dated this 24th day of September, 2019.

Holland Public Schools, a Michigan general powers school district formerly known as School District #3, fractional of Laketown Township; School District #4, fractional of Park Township; and Harrington School District (School District #49)

BY:  
   Dr. Brian Davis
   Superintendent of Schools

STATE OF MICHIGAN
COUNTY OF OTTAWA

The foregoing instrument was acknowledged before me this day by Dr. Brian Davis, as Superintendent of Schools of Holland Public Schools, a Michigan general powers school district formerly known as School District #3, fractional of Laketown Township; School District #4, fractional of Park Township; and Harrington School District (School District #49), Counties of Ottawa and Allegan, a political subdivision of State of Michigan.

Witness my hand and official seal, this the 24th day of September, 2019.

[Signature]
Notary Public
County, acting in Ottawa County
My Commission Expires:
(SEAL)

JEFFREY J. BEYER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires: March 23, 2020
Acting in the County of Otsego

Deed (Warranty)  
CCU18-09286189
Parcel 1
Lots 179, 180, and 181, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 2
Lots 177 and 178, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 3
Lots 174, 175 and 176, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 4
Lots 171, 172, and 173 and that part of the West 1/2 of vacated Grove Avenue lying adjacent to and contiguous with Lot 171, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 16
Lots 192 and 193 and that part of the West 1/2 of vacated Grove Avenue lying adjacent to and contiguous with Lot 193, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 17
Lots 190 and 191, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 18
Lots 188 and 189, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 19
Lots 186 and 187, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.

Parcel 20
Lots 182, 183, 164 and 185, Plat of Harrington's Fourth Addition to Macatawa Park Grove, Park Township, Ottawa County, Michigan, according to the plat thereof as recorded in Liber 7 of Plats, Page 28, Ottawa County Records.
MEMORANDUM

To: Park Township Planning Commission  
From: Gregory L. Ransford, MPA  
Date: October 7, 2020  
Re: Master Plan – North Beach Language & Map Public Hearing

As you are aware, at your August 12, 2020 meeting, you transmitted to the Park Township Board of Trustees (PTBT) the attached proposed amendments to the North Beach Subarea language of the Park Township Master Plan as well as the related revision to the Master Plan map. Subsequently, the PTBT authorized distribution of your draft to surrounding municipalities, utility companies, registered parties, and etcetera for comment pursuant to the Michigan Planning Enabling Act. That comment period has expired with three responses, which are attached for your review. We do not believe any of the comments necessitate revision to the draft.

As a result of the expiration of the comment period, the Park Township Planning Commission shall hold a public hearing and provide recommendation to the PTBT. Given this, a public hearing has been scheduled for your October 14, 2020 meeting.

**Anticipated Action**

Following public comment received at the hearing, the Planning Commission can provide a recommendation (of adoption) to the PTBT.

If you have any questions, please let us know.

GLR  
Planner

Attachments

cc: Howard Fink, Manager
Hi Greg,

Hope your Monday is going well so far. We received a letter regarding Park Township’s North Beach Subarea Plan and wanted to provide our input per Sec. 41 of the Michigan Planning Enabling Act. The update reads well, our only comment is to change the following sentence under “Specific Plan Elements” as follows:

“A new Ottawa County Marina is located near the entrance to the Holland State Park.”

We appreciate the opportunity to review the amendment and please let us know if we can be of any additional assistance.

Thanks,
James Kilborn
Land Use Planning Specialist
jkilborn@miottawa.org
616-738-4658
Good afternoon Greg,

On behalf of the City of Holland Planning Commission, thank you very much for sending us the attached notice of a proposed Master Plan amendment for Park Township and the invitation to provide comments. After reviewing the proposed amendments, we have no comments.

Thanks again and wishing you and the Township the best with this endeavor.

Mark

Mark Vanderploeg
Director of Community & Neighborhood Services
City of Holland | 270 South River Avenue | Holland, MI, 49423
616.355.1494
m.vanderploeg@cityofholland.com | www.cityofholland.com
Good Morning All:

Thank you for sending the Amendment Plans, it was helpful in determining impact on Wolverine's pipeline.

Based on the plan sent it does not appear that Wolverine will be impacted by this project. In the area shown, Wolverine's pipelines runs parallel to Division Avenue/144th Avenue. The project scope does not appear to extend to where the pipeline runs. Let me know if the project scope will extend to, or cross Division Avenue/144th Avenue.

Thank you,

Jessica Hunter
Right of Way Agent
Western Land Services
Assigned to Wolverine Pipe Line Company
8075 Creekside Drive, Suite 210, Portage, MI 49024
269.323.2491 x135 Office
231.510.8018 Cell
jessica_hunter@wplico.com

[Quoted text:hidden]
North Beach
This area is dominated by Holland State Park. Many of the land uses along Ottawa Beach Road exist because of the Park and depend on it for survival. This subarea has residential, retail, entertainment and resort-oriented land uses. During the summer season, Ottawa Beach Road carries high volumes of traffic. The challenge is to preserve the area’s beachfront character while accommodating the intense activities and traffic associated with this popular destination. The Future Land Use Map designates this subarea for Residential-Low Density, High Density Residential, Historical Residential, Inland Lake Residential, Resort Commercial, and Public/Open Space land uses.

Commercial development should not be expanded here, nor should current land use patterns dramatically shift. New zoning regulations could be developed to ensure that infill development or redevelopment is consistent with the character of the existing West Michigan Park Association cottage neighborhood.

Specific Plan Elements
State Park Gateways. The new trailhead to the Mt. Pisgah Trail underscores the entrance to this key destination. Park Township completed the Ottawa Beach Corridor improvement streetscape which dramatically increased the aesthetics of the gateway. The improvements and streetscape more accurately reflect the prominence of the district and have strengthened the sense of arrival for visitors. As this area is a key tourist destination, the Township should continue to evaluate this area for streetscape and branding improvements. A new Ottawa County Marina is located near the entrance to the Holland State Park. As part of this marina, Park Township has created in partnership with Ottawa County a plaza celebrating the history and evolution of parks in Park Township. Ottawa County Parks and Recreation Department and in particular the Ottawa County Park 12 Plan has played a significant role in improving the visitor experience. In 2019, a conversation with principals in the Ottawa County Recreation Department and the township explored the possibility of placing an electronic sign in advance of the State Park to inform beachgoers when the Park is near capacity, with alternative destinations. Additional signs further east may help relieve road and beach congestion.

Shuttle Service. Traffic congestion on Ottawa Beach Road was a dominant concern throughout the planning process. The township, with the State and the Macatawa Area Express, should explore the feasibility of a shuttle bus service between the beach and remote parking lots, like Ottawa County Fair Grounds. This is a complex and challenging issue and will require strong partnerships and a good understanding of all issues.

Ottawa Beach Area Neighborhood. The Ottawa Beach cottage neighborhood is on the National and State Registers of Historic Places. It helps shape the resort and beachfront character of this area. Efforts to ensure the integrity of the historic neighborhood, with the West Michigan Park Association, should be made through the adoption of an overlay district to control new development and preserve the existing neighborhood character. Demolition of historic homes should be discouraged; redevelopment
or additions to existing homes should fit the existing neighborhood context and be guided by character-based development regulations. The historic brick pumphouse that once served the long-gone Hotel Ottawa has been converted into a museum that highlights local history. This approach is consistent with these efforts.

_Park 12 Parcels and Michigan Department of Natural Resources Properties._ In an effort to protect the character of existing open spaces within North Beach, this Plan recognizes the significance of the property owned by Ottawa County as a result of the 2005 Stipulation and Order Regarding Park 12 Parcels with the West Michigan Park Association. In addition, this Plan recognizes the same open space significance of the State park property owned by the Michigan Department of Natural Resources. To preserve these open spaces, all property within the areas owned by Ottawa County, in particular, the Park 12 Parcels as identified on the Future Land Use Map and within the Appendix, as well as all property owned by the Michigan Department of Natural Resources, also identified on the Future Land Use Map, are never intended to be altered beyond their existing predominant open space character, except for those improvements necessary to manage the State park properties.

_Design Standards._ Although an expansion of existing commercial uses is not anticipated in this area, many of the current businesses are aging and may soon need to be refurbished, or redeveloped. It will be important to ensure that the architectural character of the new or improved business structures continues to reflect the area’s historic beachfront charm. Again, the township should consider guidelines for site and architectural standards for any commercial development in this area (Figures 37 and 38).
Appendix

- 2005 Stipulation and Order Regarding Park 12 Parcels with the West Michigan Park Association
WEST MICHIGAN PARK ASSOCIATION OF OTTAWA BEACH, MICHIGAN, a Michigan non-profit corporation,

Plaintiff,

V

DEPARTMENT OF ENVIRONMENTAL QUALITY, an agency of the State of Michigan,
TOWNSHIP OF PARK, Ottawa County, Michigan, a subdivision of the State of Michigan, DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, and COUNTY OF OTTAWA, a subdivision of the State of Michigan,

Defendants.

John H. Logie (P16768) Christian E. Meyer (P56037)
Warner Norcross & Judd LLP
111 Lyon Street, N.W., Suite 900
Grand Rapids, Michigan 49503
(616) 752-2000
Attorneys for West Mich. Park Assoc.

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116 Ottawa Avenue N.W.
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SCHOLTEN & FANT, P.C.
Attorneys for Park Township
235 Washington, Suite 202
P.O. Box 454
Grand Haven, Michigan 49417
(616) 842-3030

STIPULATION AND ORDER REGARDING PARK 12 PARCELS

The Parties identified above, through their respective representatives and counsel,

stipulate and agree as follows:
STIPULATION

INTRODUCTION

1. The three above-mentioned cases all involve land located in the West Michigan Park Plat of 1886 recorded at Liber 2 of Plats, Page 15, Ottawa County Records (the “1886 Plat”).

2. In particular, these cases involve title to and use of the parks identified on the 1886 Plat and other areas on the 1886 Plat identified as roads, boulevards or alleys but never improved as such and never vacated (collectively, the “Disputed Property”).

3. In 1942, the then Park Township Supervisor Dick Nieuwsma, pursuant to statutory authority, executed and recorded at Liber 10 of Plats, Page 6, Ottawa County Records, “Nieuwsma’s Supervisor’s Resubdivision of West Michigan Park.” In that Resubdivision he collected and identified the Disputed Property as “Park 1” through “Park 12.”

4. Since that Resubdivision, the parties have been referring to the Disputed Property as the “Park 12 Parcels.” This Stipulation and Order will refer to each as a “Park” using the aerial maps with graphic enhancements attached as Exhibits A, B and C. For purposes of identifying the boundaries of each “Park,” however, the Survey referenced in Paragraph 15 below shall control.

5. This Stipulation and Order is entered in each of the above-captioned cases. The first above-captioned case has remained before this Court pursuant to the continuing jurisdiction retained by this Court over the Park 12 Parcels in the “Judgment” entered on January 13, 1964, by then Circuit Court Judge Raymond L. Smith. This Stipulation and Order is entered in the second and third above-captioned cases pursuant to MCR 7.208(A)(2).

6. The West Michigan Park Association of Ottawa Beach, Michigan, ("WMPA") is an Association that represents owners (now or hereafter) of the lots located the 1886 Plat (collectively, the "Cottagers"). In implementing the terms and benefits of this Stipulation and Order, WMPA acknowledges and represents that it will not discriminate against any of the Cottagers on the basis of whether they have paid or not paid WMPA dues.

7. The Ottawa County Parks and Recreation Commission (the “Commission”) is an appointed commission, responsible for the management and development of the Ottawa County park system, and is under the direct authority and control of the Ottawa County Board of Commissioners.

8. The Commission has prepared a “Master Plan” for the Park 12 Parcels dated March of 2004 (the “Master Plan”). This Stipulation and Order is based on that Master Plan, but where it conflicts with the Master Plan this Stipulation and Order shall control.

9. The Michigan Department of Natural Resources (“MDNR”) operates and manages the Holland State Park located both east and west of the Park 12 Parcels. In particular,
MDNR operates a campground east of the Park 12 Parcels and a recreational vehicle campground and day-use park on Lake Michigan on the west side of the Park 12 Parcels.

10. The Park 12 Parcels are located in Park Township, Ottawa County, Michigan.

11. In entering this Stipulation and Order, the Court recognizes that the Michigan Supreme Court and the Michigan Court of Appeals have addressed the title in and use of the Park 12 Parcels pursuant to the 1886 Plat. For reference purposes, these determinations were made in the following cases: *West Michigan Park Association, Inc. v Fogg*, 158 Mich App 160 (1987); *West Michigan Park Association v Department of Natural Resources*, 91 Mich App 641 (1979); *West Michigan Park Association v Department of Conservation*, 2 Mich App 254 (1966); *Kirchen v Remenga*, 291 Mich 94 (1939); *Westveer v Ainsworth*, 279 Mich 580 (1937); and *West Michigan Park Association v Pere Marquette Railroad Co.*, 172 Mich 179 (1912). This Stipulation and Order does not supersede the findings or holdings in any of these cases as to the parties’ or the Cottagers’ respective rights or interests in the Park 12 Parcels.

12. Ottawa County and WMPA acknowledge and agree to the following: Ottawa County holds title to the Park 12 Parcels; this title is less than a fee simple absolute interest; this title imposes upon Ottawa County a trust and fiduciary obligation in the manner in which it operates and maintains the Park 12 Parcels.

13. This Stipulation and Order is entered to facilitate Ottawa County’s development and management of the Park 12 Parcels while at the same time protecting the Cottagers’ interests in the use of the Park 12 Parcels as more specifically set forth in the Master Plan and this Stipulation and Order. The Parties recognize that changing conditions may necessitate changes to the County’s Master Plan and nothing herein shall be interpreted as precluding the Commission or Ottawa County from making any changes to the Master Plan or precluding WMPA from challenging the propriety of such changes in Ottawa County Circuit Court. If, however, Ottawa County intends to make any changes to the Master Plan, Ottawa County shall give WMPA (through its president) notice of such changes and WMPA shall have thirty (30) days to discuss the changes with Ottawa County. If WMPA does not approve of such changes, WMPA may file a motion with the Ottawa County Circuit Court requesting that the Court deny these changes to the Master Plan. Notwithstanding the foregoing, the parties recognize and accept the Master Plan and this Stipulation and Order as reflecting an appropriate balance of the respective interests in the use of the Park 12 parcels which will be implemented by Ottawa County, the Commission and WMPA to develop the Park 12 Parcels and in resolution of this litigation.

14. Many of the Cottagers’ cottages are accessible only by pedestrian walkways, a unique feature of the community, which was built before the automobile. The walks that service the residents in the northwest area of the 1886 Plat are known as the “upper and lower boardwalks”. To the west these boardwalks connect to Park 3(A) (see below) and to the east these boardwalks connect to a parking area at the northern end of Auburn Street. At the time of entry into this Stipulation and Order, the parties are under the impression that the lower boardwalk is within the Park 12 Parcels but that the upper boardwalk is not. This issue will be clarified by the Survey described in Paragraph 15.
15. Ottawa County shall procure prior to March 31, 2006, an ALTA/ACSM Land Title Survey of the Park 12 Parcels (the "Survey"). The Survey shall be certified to Ottawa County and WMPA and WMPA shall be provided ten (10) copies of the Survey. The Cottagers and/or WMPA shall have the right to contract independently with the surveyor to have the Cottagers’ lots surveyed at the same time and at their and/or WMPA’s expense.

16. Ottawa County and WMPA acknowledge and agree (a) that the Cottagers have a current need for parking within the Park 12 Parcels, (b) that this need will continue as long as society remains dependent on private automobiles as the principal form of transportation to the cottages, (c) that so long as such need continues there will always be reasonably accessible parking available to the Cottagers on the Park 12 Parcels, and (d) that if and after the term of the lease has been terminated (as described below in Paragraph 17), the cost of such parking to the Cottagers shall not exceed the County’s reasonable and necessary costs for such parking lots, including but not limited to the costs of maintenance, insurance and taxes imposed upon the County by some other governmental unit, if any. Ottawa County will separately negotiate with Mr. Kromemeyer, reasonable parking arrangements as part of a larger agreement regarding the status of his cottage.

17. Following completion of the Survey, Ottawa County shall enter into a commercially reasonable lease with WMPA for the Auburn, Park 5 and Park 9 parking areas currently used by the Cottagers (the "Parking Areas"). The boundaries of the Parking Areas shall be identified on the Survey. WMPA and the County will consider other parking lot areas and if they agree to such use of designated properties, the lease will be extended for such areas. The lease shall be for a term of ten (10) years, at the rate of $1.00 per year. The lease shall provide a right of renewal by WMPA for another ten (10) year term under the same terms and conditions. The lease shall provide that WMPA shall maintain and insure each of the Parking Areas, such insurance to contain commercially reasonable terms of coverage. At the conclusion of the lease the parties may renew the lease for any period they mutually agree to (and renew it periodically thereafter). In the absence of a specific renewal lease, the lease shall automatically renew indefinitely for successive two (2) year periods, unless the County or WMPA serve on the other party written notice of an intent to terminate at least two (2) years prior to the expiration of the then applicable term. Any such renewal lease shall also provide that WMPA will be responsible for all maintenance and insurance of the leased Parking Areas. Ottawa County and the Commission shall be named as additional insureds in any insurance policies required to be maintained by WMPA under any lease for the Parking Areas. Subject to the general prohibition against discriminating against Cottagers based upon whether they pay WMPA dues, WMPA will have sole discretion in setting the terms on which the parking spaces in the Parking Areas are allocated to the Cottagers. WMPA may mark the Parking Areas as private parking and may gate and fence them, provided that any signage and fencing plan must be submitted to the Commission for prior approval, which approval shall not be unreasonably withheld.

18. Ottawa County shall, as more specifically set out below, develop and maintain the remainder of the Park 12 Parcels other than the "Parking Areas." The phrase "the remainder of the Park 12 Parcels" also includes the lower boardwalk, the sidewalks and the streets of the 1886 Plat which Ottawa County will maintain as it would any other public improvement without charge to WMPA or the Cottagers. If the upper boardwalk is found to be outside of the Park 12 Parcels, WMPA agrees to maintain it. If the upper boardwalk is found to be within the Park 12
Parcels, the County will maintain it. The streets, upper and lower boardwalks and the sidewalks shall not be re-routed except by mutual agreement of Ottawa County, WMPA and the Cottagers whose lots are located on such street, sidewalk or boardwalk and by any necessary order of the Court upon a proper vacation or other lawful petition by a lot owner, WMPA or Ottawa County.

IMPLEMENTATION

19. Upon completion of the Survey, Ottawa County shall begin implementing the Master Plan as more specifically set forth below.

20. In implementing the Master Plan and thereafter, Ottawa County and the WMPA shall cooperate with each and each shall appoint persons to have at least semi-annual meetings through the completion of the implementation of the Master Plan and then from time to time thereafter to discuss all matters that may concern Ottawa County, WMPA or the Cottagers. In implementing the Master Plan and thereafter, Ottawa County shall pay particular attention to the delicate nature of the ecosystem present in the Park 12 Parcels and shall, consistent with good conservation practices, monitor the status and condition of natural features to assess both positive and adverse changes over time and implement written stewardship practices to ensure that this delicate ecosystem present on the Park 12 Parcels is sustained into the future.

21. PARKS 1 and 2 – MATURE FOREST (Allegan Park - historic name)

Ottawa County shall develop Parks 1 and 2 as provided in the Master Plan, subject to the following provisions of this Paragraph 21. Several possible “encroachments” have been identified by Ottawa County and these include drives, yard debris, plantings, walkways, and parking areas. The Survey shall show any such encroachments on the Survey and all such encroachments shall be processed in the manner provided for in Paragraph 30 below. To the extent that the current unimproved two track trail (to be identified on the Survey) serving the Cottagers at the far north end of the 1886 Plat is on Park 1 and/or 2, it may remain in its current location; however, use is restricted to emergency service and construction vehicles only and the latter is to be approved by the County in advance where possible, although such approval will not be unreasonably withheld. In consideration for the loss of parking associated with this change, Ottawa County agrees to expand at its costs the Auburn Parking Area by at least 11 parking spaces. Ottawa County Parks Department will be permitted to use one designated space in this expanded Auburn Parking Area. WMPA will allocate the remaining parking spaces pursuant to Paragraph 17.

22. PARK 3 – LAKE MICHIGAN BEACH TO OTTAWA BEACH ROAD
(Sand Park - historic name)

Park 3 (A) - Lake Michigan Beach
Park 3 (B) - Foredunes
Park 3 (C) - Ottawa Beach Road Frontage
PARK 3 (A) – LAKE MICHIGAN BEACH

Ottawa County shall develop Park 3(A) as provided in the Master Plan, subject to the following provisions in this Paragraph 22. Ottawa County shall place informational signs on both the north and south ends of this beach area stating that the public may use the beach only during posted park hours and that no alcohol or pets are allowed and all trash to be removed by the user. Ottawa County or its enforcement designee shall respond promptly to any notification from WMPA, the Cottagers, or public of any violation of these rules. Provided that emergency vehicle access can be arranged through Holland State Park, no access road, trail or walkway shall be established or built to access the beach area of Park 3 other than the current pedestrian boardwalk through the “gap,” and the gap shall remain unless a replacement trail is established by the mutual agreement of the County and WMPA. Ottawa County shall maintain the gap, including being responsible for any bulldozing of sand in the spring, installation of snow fencing in the fall and seasonally installing, removing, maintaining and storing the pedestrian boardwalk. Ottawa County shall seasonally install and remove swim buoys. No structures shall be built on Park 3(A). No recreation devices (including but not limited to picnic tables, volleyball courts, etc.) shall be placed on Park 3(A). Ottawa County shall not encourage public access through the boardwalk through signage or other promotional materials. Ottawa County pledges to enforce its rules and regulations regarding the beach in a manner sensitive to the historical use of the area by the Cottagers.

PARK 3 (B) – FOREDUNES

Ottawa County shall develop Park 3(B) as provided in the Master Plan, except for the Parking Area, which will be subject to the lease provisions described above in Paragraphs 16 and 17. Ottawa County has identified possible encroachments in this parcel. The Survey shall show any such encroachments and all such encroachments shall be processed in the manner provided for in Paragraph 30 below. Ottawa County shall place appropriate signage on Park 3(B) indicating that the dunes are a sensitive natural habitat and no climbing on them is allowed.

PARK 3 (C) – OTTAWA BEACH ROAD FRONTAGE

Ottawa County shall develop Park 3(C) as provided in the Master Plan, subject to the following provisions of this Paragraph 22. All lighting along Ottawa Beach Road shall be subdued so as to be safe and to minimize any nuisance to the adjacent cottages. The Parking Area will be subject to the lease described above in Paragraphs 16 and 17. Ottawa County shall place appropriate signage on Park 3(C) indicating that the dunes are a sensitive natural habitat and no climbing on them is allowed.

23. PARKS 4 and 5 – GREEN SPACE BUFFER

Ottawa County shall develop Parks 4 and 5 as provided in the Master Plan, subject to the following provisions of this Paragraph 23. There is currently a Parking Area located on Park 5, which will be subject to the lease described above in Paragraphs 16 and 17. Ottawa County has identified possible encroachments in these two parcels including drives, storage, yard debris, plantings, snow storage, and fire pit. The Survey shall show any such encroachments on the Survey and all such encroachments shall be processed in the manner provided for in Paragraph
30 below. Ottawa County shall place appropriate signage on Parks 4 and 5 indicating that the dunes are a sensitive natural habitat and no climbing on them is allowed.

24. **PARKS 6, 7 and 8 – MT. PISGAH (Mt. Pisgah - historic name)**

Ottawa County shall develop Parks 6, 7 and 8 as provided in the Master Plan, subject to the following provisions of this Paragraph 24. Ottawa County shall take actions to restrict and inhibit deviation from the dune ridge trail. In five (5) years from the date of the entry of this Order, Ottawa County shall review with WMPA the issue of whether the dune ridge trail has encouraged and facilitated significant deviations from the path and intrusions into other Park or Cottager properties. If significant deviations and intrusions are found, Ottawa County shall take remedial actions. Nothing in this provision shall preclude Ottawa County and/or WMPA from taking appropriate action prior to or after the five (5) year review. Also, Ottawa County shall take action to eliminate all trails not shown in the Master Plan. Ottawa County shall place appropriate signage on Parks 6, 7 and 8 indicating that the dunes are a sensitive natural habitat and no climbing on them is allowed. Ottawa County may install snow fencing to prevent sand from falling onto its sidewalks or to restrict access to sensitive natural areas.

25. **PARK 9 – AUBURN STREET BUFFER (Grove Park - historic name)**

Ottawa County shall develop Park 9 as provided in the Master Plan, subject to the following provisions of this Paragraph 25. There is currently a Parking Area located on Park 9, which will be subject to the parking provision described above in Paragraphs 16 and 17. Ottawa County has identified possible encroachments in this parcel. The Survey shall show any such encroachments and all such encroachments shall be processed in the manner provided for in Paragraph 30 below. Ottawa County shall place appropriate signage on Park 9 indicating that the dunes are a sensitive natural habitat and no climbing on them is allowed.

26. **PARKS 10 and 11 – GATEWAY (Grove Park - historic name)**

Ottawa County shall develop Parks 10 and 11 as provided in the Master Plan, subject to the following provisions of this Paragraph 26. The historical marker shall remain located on Park 10. All lighting on these two Parks shall be subdued so as to provide safety and to minimize any nuisance to adjacent cottages. The western portion of Park 11 is addressed as part of Park 12(B) below.

27. **PARKS 11 + 12 – MACATAWA WATERFRONT (Grove Park, Ottawa Park, Sand Park - historic names)**

*Park 12(A) - Waterfront Pathway*
*Park 11/ 12(B)- Fishing Access*
*Park 12(C) - Historic Pump House*
*Park 12(D) - Marina*
*Park 12(E) - Cove*
PARK 12 (A) – WATERFRONT PATHWAY

Ottawa County shall develop as provided in the Master Plan, subject to the provisions of this Paragraph 27. Except for the Historical Pump House and the Marina currently known as "Parkside," all private improvements shall be removed.

PARKS 11 + 12 (B) – FISHING ACCESS

Ottawa County shall develop as provided in the Master Plan.

PARK 12 (C) – HISTORIC PUMP HOUSE

Ottawa County shall develop as provided in the Master Plan, subject to the following provisions. Ottawa County recognizes the historical significance and importance of the Pump House to the Cottagers, WMPA, and the general public. Ottawa County shall restore and maintain the Pump House, generally developing it into a community room and museum. Ottawa County shall then lease the museum portion of the building to the Ottawa Beach Historic Commission (or another local non-profit museum oriented group) on terms mutually acceptable to the parties for $1 per year. Ottawa County will not demolish the Pump House or to change its use, without Court approval after demonstrating good and substantial cause, providing WMPA at least sixty (60) days advance notice of any effort to obtain such Court approval. Ottawa County shall remove the existing docks, decks, boat slips, moorings, and supporting structures in this area, but not before the additional docks referenced below for WMPA's use in Park 12(D) are available. WMPA may have reasonable use of the Pump House free of charge for meeting purposes, which such meetings to be arranged with the County upon advance notice.

PARK 12 (D) – MARINA

All motorized and non-motorized boating activities within Park 12 shall be consolidated into this one area along the waterfront as shown in the Master Plan. Leases given by Ottawa County for marina/dock facilities not located in the consolidated marina area shall be discontinued. The old wood structure west of the marina and sometimes called the "T-shirt shop" may be removed by Ottawa County and the site restored. Ottawa County shall ensure that the marina, now known as "Parkside," is maintained to appropriate environmental, cleanliness and aesthetic standards and that, for the benefit of Cottagers, WMPA is allowed to rent at least 15 slips at the marina at the market rates available to the public.

PARK 12 (E) – THE COVE

Ottawa County shall develop as provided in the Master Plan.

CONCLUSION

28. Cottagers shall have the right to temporarily use adjacent portions of the Park 12 Parcels at no cost for construction staging when renovating, rebuilding or constructing a cottage, garage or related out building, provided however, that advance permission must be obtained by the Cottagers from Ottawa County and subject to conservation and other terms designed to protect the property as then set by Ottawa County, which shall be reasonable.
29. With the approval of the Ottawa County Sheriff, WMPA shall be allowed to hire at its expense off-duty or reserve deputies of the Ottawa County Sheriff’s Office for purposes of patrolling the Park 12 Parcels.

30. It appears that over time the Park 12 Parcels have experienced gradual intrusions of activities, uses, structures, and other encroachments onto the Part 12 Parcels. Some of those possible encroachments have been identified above and the Survey shall show the location of any such encroachments. WMPA, the Cottagers and Ottawa County shall cooperate reasonably with each other in resolving any such encroachments in the Park 12 Parcels. If they are unable to resolve an encroachment, the encroachment shall be brought before this Court for resolution. Nothing in this Stipulation and Order will affect positively or adversely the rights of the Cottagers and/or the County relative to such encroachments in such a court action, provided that Ottawa County agrees to seek the abatement in this Court of any encroachment revealed by the Survey within two (2) years after completion of the Survey. Thereafter, Ottawa County may only seek abatement of encroachments revealed by the Survey if Ottawa County demonstrates that circumstances have materially changed and that there is good and substantial cause for the abatement. None of the provisions of this Paragraph 30 apply to encroachments associated with commercial establishments, to encroachments that occur after the date of this Stipulation and Order, or to encroachments solely relating to property that is not part of a Park 12 Parcel. For any encroachment existing as of the date of this Stipulation and Order but which is not revealed by the Survey, and therefore not addressed by the County within the two (2) year period, the County may obtain the abatement of such encroachment only if Ottawa County files an action in this Court in which it demonstrates that there is good and substantial cause for the abatement of the encroachment and that the abatement will impose a minimal burden on the property owner.

31. The County shall place signs prohibiting motorized vehicles, skateboards, roller-skates, rollerblades, scooters and all similar devices from any or all boardwalks.

32. The Court shall retain its continuing jurisdiction over the Park 12 Parcels under Chancery Case No. 5028 for purposes recognized therein, including but not limited to enforcing the terms of this Stipulation and Order. The Court recognizes that issues of interpretation and implementation of this Stipulation and Order may arise and if the parties are unable to resolve it themselves they shall bring the matter before the Court in an as expeditious manner as possible by filing an appropriate motion and serving such motion and notice of hearing via first class mail at the official address of each party.

33. The Master Plan shall be developed and the activities described in this Stipulation and Order shall be conducted in a manner that complies with federal, state, and local laws and regulations of general applicability (including those requiring permits) that would apply independently of this Stipulation and Order. Relative to Ottawa County and Park Township ordinances, it is the general intent that the specific provisions in this Stipulation and Order will control over conflicting provisions on the same subject in County or Township ordinances. The Court as provided in Paragraph 32, above, may resolve any controversy on this interpretive issue.

34. Subject to the final relief provided therein, Cases Nos. 02-42682-CH and 02-42179-CH are hereby closed. No fees or costs are awarded to any party.
35. This Order may be recorded in the Ottawa County records maintained by the Register of Deeds and shall act as constructive notice to all subsequent purchasers of property in the 1886 Plat.

IT IS SO STIPULATED:

Dated: 9/7/05

WEST MICHIGAN PARK ASSOCIATION

By:

[Signature]

Its:

[Signature]

And by:

John H. Logie (P16778)

Business Address
Warner Norcross & Judd LLP
111 Lyon Street, N.W., Suite 900
Grand Rapids, Michigan 49503
(616) 752-2000
Attorneys for West Mich. Park Assoc.

Dated: 9/11/05

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

By:

[Signature]

Its: Director

And by:

[Signature]

James R. Dugish (P29221)
Assistant Attorney General

Business address
525 West Ottawa Street, 6th Floor
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540
Dated: 9/2/05

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Mary Ellen Crowell

Its: Chief, LWMD

And by:

James P. Fitzgerald (P29221)
Assistant Attorney General

Business address
525 West Ottawa Street, 6th Floor
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540

OTTAWA COUNTY

By: ____________________________

Its: ____________________________

And by: ________________________

Douglas Van Essen (P33169)

Business address
Silver & Van Essen, P.C.
116 Ottawa Avenue N.W.
Grand Rapids, Michigan 49503
(616) 988-5600
Attorneys for Ottawa County
Dated: __________________

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: ____________________

Its: ____________________

And by: ____________________
James R. Piggush (P29221)
Assistant Attorney General

Business address
525 West Ottawa Street, 6th Floor
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540

OTTAWA COUNTY

By: ____________________
Roger Rydenga

Its: Board of Commission Chairperson

And by: ____________________
Douglas Van Essen (P53169)

Business address
Silver & Van Essen, P.C.
116 Ottawa Avenue N.W.
Grand Rapids, Michigan 49503
(616) 988-5600
Attorneys for Ottawa County

Dated: September 19, 2003
Dated: **SEPT 9 2005**

**PARK TOWNSHIP**

By: [Signature]

Its: **SUPERVISOR**

And by: [Signature]
Thomas Boven (P11052)

**Business address**
Scholten & Fant, P.C.
235-Washington, Suite 202
P.O. Box 454
Grand Haven, Michigan 49417
(616) 842-3030

Attorneys for Park Township
ORDER

This matter having come before this Court based upon the Stipulation of the parties (as evidenced by the signatures set forth above) and the Court having held a hearing on the matter on August 31, 2005, at which time the Court was requested to approve the Stipulation,

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that subject to the procedural rulings made by the Court from the bench at the above-referenced hearing, the above STIPULATION is hereby approved and is hereby entered and adopted as the ORDER of this Court. This Order closes the three above-mentioned cases, except for the matters over which this Court has retained continuing jurisdiction as more fully described in the Stipulation.

Dated: September 28, 2005

Hon. Calvin L. Bosman
Circuit Court Judge

Attest: A True Copy

Deputy Circuit Court Clerk
CHANGES DOCUMENT
This area is dominated by Holland State Park. Many of the land uses along Ottawa Beach Road exist because of the Park and depend on it for survival. This subarea has residential, retail, entertainment and resort-oriented land uses. During the summer season, Ottawa Beach Road carries high volumes of traffic. The challenge is to preserve the area’s beachfront character while accommodating the intense activities and traffic associated with this popular destination. The Future Land Use Map designates this subarea for Residential-Low Density, High Density Residential, Historical Residential, Inland Lake Residential, Resort Commercial, and Public/Open Space land uses.

Commercial development should not be expanded here, nor should current land use patterns dramatically shift. New zoning regulations could be developed to ensure that infill development or redevelopment is consistent with the character of the existing West Michigan Park Association cottage neighborhood.

### Specific Plan Elements

**State Park Gateways.** The new trailhead to the Mt. Pisgah Trail underscores the entrance to this key destination. Other gateways, such as to the campgrounds or to the beach are ill-defined and anti-climactic. The township should work in partnership with the Department of Natural Resources and Environment and the Ottawa County Road Commission to enhance the streetscape and create a gateway to strengthen a sense of arrival for visitors. Park Township completed the Ottawa Beach Corridor improvement streetscape which dramatically increased the aesthetics of the gateway. The improvements and streetscape more accurately reflect the prominence of the district and have strengthened the sense of arrival for visitors. As this area is a key tourist destination, the Township should continue to evaluate this area for streetscape and branding improvements. A new Ottawa County Marina is being located near the entrance to the Holland State Park. As part of this marina, Park Township has created in partnership with Ottawa County a plaza celebrating the history and evolution of parks in Park Township. Ottawa County Parks and Recreation Department and in particular the Ottawa County Park 12 Plan significantly has played a significant role in improving the visitor experience.

A new Ottawa County Marina is being located near the entrance to the Holland State Park. As part of this marina, Park Township has created in partnership with Ottawa County a plaza celebrating the history and evolution of parks in Park Township. Ottawa County Parks and Recreation Department and in particular the Ottawa County Park 12 Plan significantly has played a significant role in improving the visitor experience.

**Shuttle Service.** Traffic congestion on Ottawa Beach Road was a dominant concern throughout the planning process. The township, with the State and the Macatawa Area Express, should explore the feasibility of a shuttle bus service between the beach and remote parking lots, like Ottawa County Fair Grounds. This is a complex and challenging issue and will require strong partnerships and a good understanding of all issues.

**Ottawa Beach Area Neighborhood.** The Ottawa
Beach cottage neighborhood is on the National and State Registers of Historic Places. It helps shape the resort and beachfront character of this area. Efforts to ensure the integrity of the historic neighborhood, with the West Michigan Park Association, should be made through the adoption of an overlay district to control new development and preserve the existing neighborhood character. Demolition of historic homes should be discouraged; redevelopment or additions to existing homes should fit the existing neighborhood context and be guided by character-based development regulations, like a form-based code. The historic brick pumphouse that once served the long-gone Hotel Ottawa has been converted into a museum that highlights local history. This approach is consistent with these efforts.

Park 12 Parcels and Michigan Department of Natural Resources Properties. In an effort to protect the character of existing open spaces within North Beach, this Plan recognizes the significance of the property owned by Ottawa County as a result of the 2005 Stipulation and Order Regarding Park 12 Parcels with the West Michigan Park Association. In addition, this Plan recognizes the same open space significance of the State park property owned by the Michigan Department of Natural Resources. To preserve these open spaces, all property within the areas owned by Ottawa County, in particular, the Park 12 Parcels as identified on the Future Land Use Map and within the Appendix, as well as all property owned by the Michigan Department of Natural Resources, also identified on the Future Land Use Map, are never intended to be altered beyond their existing predominant open space character, except for those improvements necessary to manage the State park properties.

Design Standards. Although an expansion of existing commercial uses is not anticipated in this area, many of the current businesses are aging and may soon need to be refurbished, or redeveloped. It will be important to ensure that the architectural character of the new or improved business structures continues to reflect the area’s historic beachfront charm. Again, the township should consider guidelines for site and architectural standards for any commercial development in this area (Figures 37 and 38).
MEMORANDUM

To: Park Township Planning Commission
From: Emma M. Posillico, AICP
Date: October 7, 2020
Re: Benjamin’s Hope Planned Unit Development Major Amendment – Preliminary Development Plan

Attached is a Planned Unit Development (PUD) Application from AMDG Architects on behalf of Benjamin’s Hope to seek a major amendment to the existing Planned Unit Development (PUD) located at 15468 Riley Street, parcel numbers 70-15-14-200-037, -038, and -039. Through the submission of a Preliminary PUD Plan, the applicant seeks to construct a two-phase 9,500 square foot addition to the existing Community Building, as well as an additional 16-space parking area to the east of the Community Building. As a component of the Development Plan, the applicant has noted that the single-family residence for an on-site manager that was approved in 2017 has been removed from the Plan, as well as the proposed pool house, and the portable building for day programming.

The application has been reviewed and found generally complete. Below we provide background information concerning the property and the organization, as well as our findings and observations specific to the proposed site plan and relevant provisions of the Park Township Zoning Ordinance (PTZO) for your review. We believe that a submission of the Final PUD Development Plan is appropriate with specific direction to the applicant to address and fulfill our considerations section at the end of this memorandum, as the Planning Commission deems appropriate.

Property History & Organization

Property History

We understand the property was originally approved for a PUD by the name of Blue Flag Iris, which was never constructed. Subsequently in 2009, the Board of Trustees authorized Benjamin’s Hope to amend the previously approved PUD and operate their facility. In 2011, an amendment to the property was authorized by the Township, which allowed for the construction of the six (6) existing housing units, a recreation field, an orchard addition, demolition of a structure, and the relocation of the community building and pool building. In 2017, the Township authorized the construction of the aforementioned single-family residence for an on-site manager, as well as an addition to the craft facility that included a greenhouse, office and storage space. This amendment was approved through the PTZO PUD language that was adopted in 2017.

Organization

As you will note in their application materials, Benjamin’s Hope provides a live, work, play, and worship facility for individuals with intellectual and development disabilities. They provide housing to 30 adults who have complex behavior and physical needs and require 24-hour support. To improve their programming and the overall services they provide, the applicant is seeking the aforementioned improvements on the property.
Planning Commission Action

Pursuant to Section 38-373(5) – Procedures of the PTZO, the Planning Commission is tasked with reviewing the Preliminary Development Plan and providing recommendations to the applicant regarding the PUD, with any changes or modifications thereof. Following, the Planning Commission shall either direct the applicant to return with a revised Preliminary PUD Development Plan or return with a Final PUD Development Plan.

General Findings, Observations, and Relevant Ordinance Provisions

Division 8 Major Amendment Requirement

As you will recall, pursuant to Section 38-375 – Amendments to an Approved PUD of the PTZO, Staff and the Planning Commission concluded at your September 9, 2020 meeting that the proposed request is a major amendment to the existing PUD. Given this, pursuant to Section 38-379(2) – Existing Approved PUDs of the PTZO, any change that is not minor in nature shall be resubmitted to the Township pursuant to the requirements of Division 8 of the PTZO. Consequently, the applicant has submitted accordingly. While we believe that the applicant has adequately addressed the provisions of the PTZO, we provide the following generalized observations:

- Approved through the 2017 Major Amendment to the PUD, Craft Buildings #1 and #3 remain unbuilt. The applicant has clarified that Benjamin’s Hope does still intend to construct those buildings, in 5+ years.
- The timeline for the proposed future nutrition addition to the Community Building is noted as 3-5 years.
- It appears that Benjamin’s Hope intends to construct the remaining 6,500 square foot addition to the Community Building, as well as the proposed parking addition to the east, in the more immediate time frame.
- The parking table provided on Sheet 4 reflects the additions to the Community Building, as well as the proposed removal of the pool building and manager’s residence. As you will note, the applicant is providing five (5) additional parking spaces than what is required by Ordinance.

Planned Unit Development Provisions – Division 8

While the existing and proposed project consists of a number of different features, we have historically reviewed the southern 19.25 acres of the property as a residential PUD (where the six (6) residences are located), and the northern 19.25 acres of the property as a non-residential PUD. As you will note in the application materials, the proposed amendments to the development are all within the non-residential portion of the PUD. Below we outline several observations pertaining to Division 8 of the PTZO.

Section 38-373 – Procedures

Pursuant to Section 38-373 of the PTZO, the applicant is required to provide minimum site plan details as part of their formal submission. We have not found any details that are lacking from the site plan, so we have not provided the provisions of Section 38-373 below. In the event that you would like to consider them further, we can certainly provide a copy for your use.

Section 38-605 – Requirements for Parking Areas

Section 38-605(6) of the PTZO states that, “The parking lot shall be provided with wheel or bumper guards so located that no part of a parked vehicle will extend beyond the parking area.” As the proposed 16-space parking area is subject to the requirements of Section 38-605, the applicant shall provide confirmation that wheel or bumper guards will be provided.
Section 38-367 – Development Requirements for PUDs with Residential Uses

As you are aware, Benjamin’s Hope is a PUD with both residential and non-residential uses. The proposed modifications to the PUD are all within the non-residential area. Given that the residential area of Benjamin’s Hope is unaffected by the proposed Major Amendment to the PUD, we have not provided an analysis of Section 38-367 – Development Requirements for PUDs with Residential Uses.

Section 38-366 – Development Requirements for All Uses

The proposed building setbacks and other development regulations such as open space shall be determined by the Board of Trustees following recommendation of the Planning Commission based on several criteria. Given that the criteria are lengthy, we have not provided them herein. In the instance you require a copy, please let us know and we will transmit the criteria to you. The purpose of our notation of this section is to ensure that you are aware that your recommendation can include specifics in these regards but no less than the minimums required, as noted elsewhere within the PTZO.

Section 38-368 / Section 38-369 / Section 38-370 / Section 38-371 – Open Space Provisions

These sections establish minimum open space requirements, design of open space, dedication of open space and maintenance of open space within a PUD. While we believe the applicant meets these requirements, we provide the following generalized observations:

- On Sheet 7, the applicant provides figures and calculations that represent the total amounts within each zone (Residential and Agricultural) of flood plain and slopes of 20% or greater. However, on Sheet 8, the figures and calculations that represent the flood plain and steep slopes are only those areas within the dedicated open space areas. Staff initially found the conflicting figures confusing, so we are providing this clarification within the memo for future reference and clarity.
- As you know, in early 2020 the Township modified Section 38-368(b) of the PTZO to require that “area within any public or private road easement or right-of-way or within streets, alleys, drives, or similar improvements” shall not be considered within dedicated open space. Staff has confirmed with the applicant that none of the driveways on the Benjamin’s Hope property are included within the dedicated open space. As such, the PUD is unaffected by the recently-adopted language.
- On Sheet 8, the applicant has provided Images 1 & 2 as evidence of the open space “which functions as a focal point for the nonresidential portions of the PUD and serves as an area where social, civic, or passive activities can take place,” per the requirements of Section 38-370(2) of the PTZO. Images 1 & 2, which were included in the 2017 PUD Amendment and found acceptable by the Township Board, show the existing playscape adjacent to the bike path that is open to the public, as well the annual Firelight Festival that is open to the public. As you know though, the PTZO does provide the Township Board with the authority to determine if such amenities satisfy the intent of the Ordinance.

Process

As you know, a public hearing is required for a major amendment to a PUD. Pending your direction to the applicant, if an adequate final development plan is submitted, a public hearing could be scheduled for a subsequent meeting.

Following your review of the proposed, the Planning Commission shall provide the applicant with direction to either 1; return to the Planning Commission with a more complete Preliminary PUD Development Plan or 2; submit the Final PUD Development Plan.

Township Department Reviews
Given that access to the property is not proposed for modification, we did not transmit the preliminary development plans to the Township Fire Chief for review. We will certainly transmit any final plans to him upon submission. We did transmit the proposed modifications to the Township Engineer for review. As of the writing of this memorandum, we have not received review comments from the Township Engineer. In the event they are received prior to your meeting, we will transmit them for your records.

**Planning Commission Considerations**

As the Planning Commission deliberates regarding this application, we believe the following warrant your review and consideration. They are listed in no particular order.

- Whether the requirements of Section 38-370(2) regarding open space for social, civic, or passive activities have been met;
- Confirmation from the applicant that wheel or bumper guards will be provided for the proposed 16-space parking area;
- Review by the Township Engineer; and
- Whether the applicant should resubmit the Preliminary PUD Development Plan or submit a Final Development Plan.

**Recommendation**

Pending your review of our considerations above, we believe direction to the applicant to address and fulfill said considerations and return with a Final PUD Development Plan is appropriate.

The application has been scheduled for your review at your October 14, 2020 meeting. We expect the applicant to be in attendance. If you have any questions, please let us know.

EMP
Associate Planner

Attachment

cc: AMDG Architects
    Driesenga & Associates
    Howard Fink, Township Manager
PARK TOWNSHIP
Ottawa County
52 – 152nd Avenue, Holland, Michigan 49424

Planning Commission
Procedures and Deadlines

Deadline: The deadline to submit materials for a Planning Commission Meeting is by 5:00 p.m., 47 days prior to the next scheduled meeting date. The materials must be dropped off at the Park Township Office, 52 S. 152nd Avenue, Holland, MI 49424.

Meeting: The Planning Commission meets the second Wednesday of the month at 6:30 p.m. at the Park Township Office Board Room. If there is no agenda by the deadline, there is no meeting that month.

Cost: Fees are listed on the application form.

Submittal: Twelve identical packets must be submitted to the Township along with the fee by the deadline. They should be folded in 8 ½” by 11” sizes. The packets should contain any supporting documents such as proof of ownership, surveys, site plans, drawings, pictures, and narratives. When the site plan reaches the Township Board, eight (8) additional packets are required to be submitted to the Township, at least one week in advance of said meeting.

Please call the Building/Zoning Department with any questions. 616-738-4244

DO NOT DISCARD THIS PAGE. YOU MUST SUBMIT THIS PAGE WITH YOUR APPLICATION

For office use
Date Received: ______ Payment of: ______ Via Check: ______ Cash: ______
PLANNED UNIT DEVELOPMENT APPLICATION

APPLICATION FEE: $500.00-1,500.00*
(*Preliminary Plan $750.00 (+$5,000 escrow); Final Plan $1,500.00; Minor Amendment $500.00 (+$5,000 escrow); Major Amendment $750.00 (+$5,000 escrow)*)

Name of Applicant: AMDG Architects on behalf of Benjamin's Hope

Address of Applicant: 25 Commerce Ave. SW, Grand Rapids, MI 49503

Telephone: 616-454-1600  Fax/Email: bdykstra@amdgarchitects.com

Address of Subject Property: 15468 Riley St., Holland, MI 49424

Parcel Number: 70 - 15 - 14 - 200 - 015

Current Zoning District: PUD

List the name, address, phone number of every person who has a legal or an equitable interest in any property included in the application. Provide proof of ownership or a legal financial interest in the property, such as a purchase agreement.

Krista Mason, Benjamin's Hope Executive Director  Ph: 616-399-6293

Liz Shrauger, Benjamin's Hope C.F.O.  Ph: 616-399-6293

What is the land use requested? Major Amendment to PUD

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*a Escrow funds are used to reimburse planning, engineering, and legal fees incurred. If the fund drops below 10% of the deposit, an additional deposit will be required to continue. Any funds remaining will be refunded when the project is complete. Any approvals will be subject to requiring any outstanding funds due are paid in full.
PARK TOWNSHIP DEVELOPMENT APPLICATION AGREEMENT

**AFFIDAVIT:**
I agree to comply with the statements below, and if I fail to comply, this development application and subsequent decision may be voided.

The cost to the Township in reviewing applications for various development or zoning approvals differs greatly between applications, and may be significant when there are additional out-of-pocket expenses (such as professional planning consultant, engineering, and/or legal review) above and beyond what is associated with the typical zoning review of minor projects. This cost cannot always be accurately projected at the time an application is made. The Township Board has determined that it is reasonable and appropriate to pass the charges for the actual costs and expenses associated with reviewing such applications, except for the routine expenses, on to the applicant rather than having the taxpayers of the Township subsidize the application. The Township has therefore established an appropriate fee schedule, which includes an escrow account/fee in addition to the base fee for some application when deemed by Township staff to be appropriate.

The basic application fee set forth in the Township’s fee schedule covers general expenses such as the initial review of the application by the zoning administrator, and the publication and mailing of the required legal notice for a single public hearing held at a regularly scheduled meeting of the public body. Any other fees and expenses incurred by Park Township as a part of the review process (including but not limited to planning, engineering, and/or legal fees) will be transmitted and charged to the applicant for timely payment. This is a legal requirement for development review in Park Township. The Township does not fund the private development utilizing taxpayer monies. Failure to timely pay the escrow fee or escrow charges may result in the application being put on hold, no action being taken by the Township, or subsequent building or occupancy permits being denied.

I agree to comply with the conditions and regulations provided with any permit that may be issued. Further, I agree the permit that may be issued is with the understanding all applicable sections of the Park Township Zoning Ordinance, and Michigan Construction Code will be complied with. Further, I agree to notify the Park Township Building Dept. for inspections when required. Further, I agree to give permission for officials of Park Township, the County of Ottawa and the State of Michigan to enter the property subject to this permit application for purposes of inspection. Finally, I understand this is a planning commission application, and any permit issued conveys only land use rights, and does not include any representation or conveyance of rights in any other statute, deed restriction, or other property rights.

**Signature of Applicant**

[Signature]

**Signature of Property Owner**

[Signature]

Date

9/23/20

8/31/20
September 25, 2020

Memo:

To: Gregory Ransford, Fresh Coast Planning

From: Brent Dykstra, Senior Associate - AMDG Architects, and Board Member, Benjamin’s Hope

Cc: Howard Fink, Emma Posillico - Park Township
Krista Mason, Executive Director, Liz Shrauger, - Benjamin’s Hope
Gina Paul, Phil Lyzenga - AMDG

Re: Benjamin’s Hope is requesting a formal review by the Park Township Planning Commission of proposed modifications to the previously-approved PUD amendment from September 2017. The property is located at 15468 Riley Street, Holland, MI 49424.

The following narrative is provided as a description for the requested changes as a “major amendment”.

Objectives of the requested changes to the amended PUD

Benjamin’s Hope is a “live, work, play and worship” model committed to providing hope and opportunity to people with ID / DD (intellectual and developmental disability). As a leader in autism-specific residential services in the State of Michigan, Benjamin’s Hope is a thriving example of public / private partnership and debt-free development that has enjoyed a rich partnership with the Park Township community. The intent of the requested PUD modifications is related to expansion of the existing community building to better serve the uses already accommodated in that building:

1. Reconfigure and expand the existing office use within the community building to allow day programming / life enrichment to expand into the existing office space. More specifically, the expansion of the day programming / life enrichment is intended to accommodate RPM (rapid prompting method), a program by which non-verbal autistic individuals benefit from life-changing capacity for communication and individual development. Additionally, the proposed building expansion includes a multi-purpose room to accommodate day programming.
2. Future expansion of the building for a nutrition space, which would accommodate food preparation and instruction around food preparation.
3. Minor expansion of the parking area to the east of the building to better serve the expanded office.

As the proposed expansion of the community building responds to the current needs of Benjamin’s Hope and requires additional building footprint, the need for some of the previously approved building footprint from the original PUD and subsequent 2017 amendment have been re-evaluated:

1. The pool building is not intended to be constructed. The original PUD showed a footprint of approximately 7200 sf.
2. The supervisor’s home is not intended to be constructed. The 2017 amendment showed a footprint of approximately 3700 sf.

3. Benjamin’s Hope plans to remove the current portable building used for day programming (RPM - Rapid Prompting Method)

The proposed community building expansion of approximately 9,500 sf (two phases) is less than the areas of those buildings already approved but not intended to be built (pool building + supervisor’s home = 10,900 sf). Additionally, the community building use remains unchanged. It is on this basis that Benjamin’s Hope is requesting that the proposed changes qualify as a “minor amendment”.

**Relationship of the PUD to the park township master plan**

As articulated in the “uplands” portion of the 2017 masterplan document (p.40), the masterplan promotes an open landscape of mixed rural and agricultural use for the area in which Benjamin’s Hope is located. The proposed modifications of the additions to replace the supervisor’s home and craft buildings do not propose a change to the current residential and agricultural land uses, and do not significantly alter the natural features, landforms, or architectural character appropriate for this area. Furthermore, the proposed PUD modifications and the development already in place at Benjamin’s Hope promote a compatible land use arrangement between agricultural and residential uses, as well as open area, which is consistent with the goals of the masterplan.

**Phases of development with approximate construction schedule**

Construction of the office addition is planned for the spring of 2021 and nutrition addition is planned for future construction.

**Proposed deed restrictions, covenants or similar legal instruments within the PUD**

These would be unchanged from the 2017 amendment.

**Location, type and size of areas to be Dedicated Open Space**

The Dedicated Open Space diagram from 2017 is considered to remain unchanged from the planning commission meeting approval from 9/12/17.

**All proposed modifications from the zoning regulations otherwise to be applicable to uses and structures per zoning, in absence of a PUD.**

The proposed structures and associated site plan are expansion of current use, and are consistent with the building uses, setbacks, and building height requirements of the current PUD, and as outlined in the zoning ordinance for the AG district.

**Storm Water Management Plan**

Dreisenga and Associates has prepared a stormwater management plan and diagram that are included with this packet. They have addressed the impervious building additions and new parking lot as required by the ordinance.
STORMWATER MANAGEMENT PLAN
Benjamin’s Hope
Section 14, T5N, R16W, Park Township, Ottawa County
D&A #2010748.1A
September 25, 2020

Introduction:
Benjamin’s Hope is proposing to add a 6,500 sft addition and a 2,000 sft -3,000 sft nutrition addition to their existing Community Building. To accommodate staff parking for the proposed building additions, a 5,555 sft asphalt parking area is being proposed east of the building additions.

Existing Site Conditions:
The site is approximately 38.72 acres, located on the south side of Riley Street, approximately 1,400 ft west of 152nd Avenue, Park Township, Michigan.

The site is currently partially developed from projects completed previously. The northern ¾ of the property consists of mainly field grass, while the south ¼ of the property is partly wooded. The lot slopes from the north toward the south, with a natural low area located approximately 300’ north of the southern property line. County Drain No. 37 runs north-south along the east property line. However, the only location where the County Drain directly touches the proposed property is on the north end by Riley Street. At this location, the drain crosses the property for a distance of approximately 400 ft. There is no true defined roadside ditch along the south side of Riley Street within the limits of the project.

Proposed Site Improvements:
An existing stormwater swale that is a part of the previously approved stormwater design is located directly south of the existing Community Building and will be impacted by the two proposed expansions. This existing stormwater swale will be relocated around the new building addition(s) and travel adjacent to the proposed parking lot before joining back into the existing roadside swale to the east.

Retention Design:
The existing site and all improvements built received a formal stormwater approval from the Ottawa County Water Resources Commission using standards that are very similar to the standards currently in place. In addition to the buildings built, the stormwater design included a number of buildings that were not constructed and remain as open greenspace. Since a number of buildings were not constructed, the previously designed and constructed stormwater system has additional capacity. Below is a summary of all buildings included in the original stormwater design and which ones have been built.

<table>
<thead>
<tr>
<th>Building</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Building</td>
<td>11,010 sft</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>7,200 sft</td>
</tr>
<tr>
<td>Craft Building and Greenhouse</td>
<td>2,400 sft</td>
</tr>
<tr>
<td>Craft Building #1</td>
<td>1,800 sft</td>
</tr>
<tr>
<td>Craft Building #3</td>
<td>1,800 sft</td>
</tr>
<tr>
<td>Barn</td>
<td>2,580 sft</td>
</tr>
<tr>
<td>Supervisors Home</td>
<td>3,700 sft</td>
</tr>
<tr>
<td>Produce Stand</td>
<td>600 sft</td>
</tr>
<tr>
<td>Shed</td>
<td>2,000 sft</td>
</tr>
<tr>
<td>6 Residences</td>
<td>5,672 sft each</td>
</tr>
</tbody>
</table>

Total Unbuilt = 14,500 sft
Proposed Community Building Additions = 6,500 sft + 3,000 + 5,555 =14,955
Summary:
Based on the above information, the previously approved and installed stormwater design accounted for approximately 14,500 sft of buildings that were not built. The total square footage of buildings being proposed is 14,955 and with a very minor upsizing, would be handled by the stormwater system already in place on the site.

The proposed relocated swale would be lengthened to extend around the proposed building additions. The same design intent would be held as the original stormwater design. As such, it is our expectation that the proposed building additions and parking lot for the Community Building will not have an impact to the existing stormwater management system on the property.
CONTOURS & CALCULATIONS OF SLOPES 20% OR GREATER

October 06, 2020

based on approved September 9, 2017 plan

RESIDENTIAL ZONE, TOTAL AREA W/ SLOPES GREATER THAN 20% =

- 405 sf +
- 4756 sf +
- 2425 sf +
- 6145 sf +
- 8994 sf =
- 22725 sf

AGRICULTURE ZONE, TOTAL AREA W/ SLOPES GREATER THAN 20% =

- 794 sf +
- 1451 sf +
- 4706 sf +
- 1535 sf +
- 21546 sf =
- 27797 sf

voided as included in flood plain deduction

flood plain = approx. 31,050 sf

area with 20% slope or greater

note: topography information taken from Ottawa Co. GIS on 08/18/2017

cyan represents "approximate location of existing 100 year flood plan per FEMA Zone A--flood plan elevation undetermined", per Sheet C300 "Preliminary Site Plan review" 09.29.2009 by Design +
Dedicated Open Space Calculation in Agricultural Zone:

38-368(1)(a): 40% of Gross Site Area = 19.44 gross site acreage (AG Zone) x 40% = 7.78 Acres Required (Approx. 338,722.5 sf Min. Required)

Calculation ('Red Area Total'): 112,500 sf + 6,500 sf + 150,000 sf + 11,000 sf + 12,500 sf + 24,000 sf + 14,750 sf + 9,750 sf (50% of flood plain area) = 341,000 sf

341,000 sf ('Red Area Total') - areas with slopes 20% or greater ('Yellow Area Total') = 341,000 - 50% (387 sf + 668 sf + 559 sf + 1,026 sf + 272 sf + 1,533 sf) = 341,000 sf ('Red Area Total') - 2,223 sf (50% of 'Yellow Area Total') = 338,777 SF total provided. Dedicated Open Space Exceeds Min. SF Required

Note: square footage of the dedicated open space areas have been rounded to the nearest 500 sf, due to the use of area take-off software in lieu of a survey on file.
MEMORANDUM

To: Park Township Planning Commission
From: Emma M. Posillico, AICP
Date: October 7, 2020
Re: Macatawa Legends Park Homes Planned Unit Development Major Amendment – Preliminary Development Plan

Attached is a Planned Unit Development (PUD) application for major amendment to the Macatawa Legends PUD located at the southwest corner of North 144th Avenue and New Holland Street. The Macatawa Legends PUD was originally approved in 2004. Signature Land Development Company seeks Preliminary approval for a major amendment to the PUD Plan for 58 lots for single-family residential site condominiums. The proposed PUD would also include required open space, three (3) maintenance buildings, the existing Macatawa Legends golf course, private streets, street lighting, landscaping, and other site improvements. The PUD consists of nineteen parcels currently, which includes the 91-acre golf course. It appears that the original PUD provided for larger residential homes sites that have failed to materialize; the proposed major amendment provides for smaller home sites.

The application has been reviewed and found generally complete. Further below we provide our findings specific to the proposed site plan and relevant provisions of the Park Township Zoning Ordinance (PTZO) for your review. We believe that a submission of the Final PUD Development Plan is appropriate with specific direction to the applicant to address and fulfill our considerations section at the end of this memorandum, as the Planning Commission deems appropriate.

Planning Commission Action

Pursuant to Section 38-373(5) – Procedures of the PTZO, the Planning Commission is tasked with reviewing the Preliminary Development Plan and providing recommendations to the applicant regarding the PUD, with any changes or modifications thereof. Following, the Planning Commission shall either direct the applicant to return with a revised Preliminary PUD Development Plan or return with a Final PUD Development Plan.

General Findings, Observations, and Relevant Ordinance Provisions

Existing PUD Operations

As aforementioned, the original PUD was approved in early 2004 with an amendment approved in late 2004. For your convenience, below is an aerial photograph to illustrate the current conditions of the subject property. This photograph was taken in the Spring of 2018 by Ottawa County; the PUD area is outlined in red.
Section 38-367(2) – Development Requirements for PUDs with Residential Uses – Formula to Determine Number of Dwellings on Net Buildable Acreage

In accordance with Section 38-367(2) of the PTZO, the applicant shall determine the net buildable acreage of the site and multiply that figure by the number of dwelling units permitted per acre by the current zoning district (Agricultural & Permanent Open Space) to determine the maximum base density permitted on the site. As you will note on the site plan though, the applicant has used an underlying zoning district of R-1 (Rural Estates Residence District) for their determination of the number of dwelling units. Per email correspondence with Greg Ransford in October 2019, given that the Park Township Master Plan Map shows a future land use for the subject area as Rural Estate Residential, it was acceptable for the applicant to utilize the underlying zoning district of R-1 in their dwelling unit calculations. The applicant has provided their calculations within the Macatawa Legends Park Homes Proposed PUD - North sheet dated September 10, 2020, which provides that 58 base units are permitted. We agree with their conclusions.

It should be noted that per Section 38-367(2)c of the PTZO, the Planning Commission or Township Board does have the authority to require a wetland delineation to be completed. The applicant has noted that there are 30.23 acres of ponds/wetlands on the property. It does not appear that a wetland delineation was completed with the original plan approval in 2004.

Section 38-368 – Dedicated Open Space Requirements

Pursuant to Section 38-368 – Dedicated Open Space Requirements of the PTZO, a PUD is required to provide for a minimum amount of dedicated open space. Given that the subject parcel proposes single-family development, and the applicant has used an underlying zoning district of R-1 (explained above), a minimum of twenty percent (20%) open space is required. The applicant has provided for this area within Sheet 1 of 2 of the
application materials. It does appear that the applicant has completed the dedicated open space calculation in accordance with the requirements of Section 38-368(b) of the PTZO, by omitting 50% of the wetland area, as well as the tree protection area and golf course. The applicant has provided 35.05 acres of dedicated open space where 31.16 acres is required.

Per Section 38-369(8), “The dedicated open space shall be designed to be used primarily by residents of the PUD, but this shall not prohibit non-PUD residents from utilizing these accessory uses, provided rules for such use are set forth in the open space agreement.” The applicant has proposed a public sitting area and 8 foot asphalt path at the northern boundary of the development, between Cappon Court and Harkemas Creek Drive. It is Staff’s interpretation that this public area meets the requirements of Section 38-369(8).

All that said, it is important to note that the Planning Commission can recommend more than the minimum amount of dedicated open space in the instance the Commission finds that additional dedicated open space is necessary to achieve the purpose and objectives of the PUD District.

Section 38-371 – Guarantee and Maintenance of Dedicated Open Space

Coupled with the minimum dedicated open space, the applicant is required to draft and record an open space preservation and maintenance agreement to provide for scheduled management of the dedicated open space. The applicant intends to provide a draft open space document with Final Development Plan submission. We recommend that the final draft is reviewed by the township legal counsel and found to his satisfaction prior to final plan public hearing.

Section 38-366 – Development Requirements for All Uses

The proposed building heights, landscaping, setbacks, and other development regulations such as open space shall be determined by the Board of Trustees following recommendation of the Planning Commission based on several criteria pursuant to Section 38-366 of the PTZO. While we typically consider such standards and criteria within a memorandum reviewing a Final Development Plan, below are the criteria which shall be used in making these determinations, provided for your reference and convenience:

1. Number, location, size, and type of dwelling units.
2. Type, location, and amount of nonresidential uses proposed.
3. Proximity and impact of the PUD on adjacent existing and future land uses.
4. Preservation of existing vegetation or other natural features on site.
5. Topography of the site.
6. Provision of public and/or community water, sanitary sewer and storm sewer or approval of the Ottawa County Health Department for on-site well and septic systems.
7. Access for emergency vehicles to all buildings and areas.
8. Provisions for pedestrian circulation, recreational amenities, and open space.

Section 38-373 – Procedures

Per Section 38-373(b)(2) of the PTZO, the applicant shall provide proof that they are the owner of the property or have a sufficient legal or financial interest in the property. While the applicant has provided a copy of the agreement for GRR7 Land Investments LLC, the Ottawa County property records indicate that lands within the PUD are also owned by Mac Legends Property LLC, Landco Holdings Inc., and Reip Land Investment LLC. The applicant has since provided documentation that the three (3) additional land owners authorize the proposed major amendment to the PUD.

Per Section 38-373(c)(3) of the PTZO, the preliminary PUD development plan shall show, “significant cultural amenities, such as historic sites or structures, fence rows of trees, specimen trees, or other culturally significant features.” As the applicant is showing a tree protection area on the site plan, the Planning Commission may decide if a tree survey is warranted.
Per Section 38-373(d) of the PTZO, the Planning Commission may require an environmental impact assessment as part of the preliminary of final PUD development plan. As an environmental impact assessment was not submitted with the preliminary PUD development plan, the Planning Commission shall determine if one is required.

Section 38-512 – Private Roads

While the vast majority of the private roads proposed for the Macatawa Legends PUD Major Amendment have already been constructed, there is a proposed cul-de-sac (Capon Court) at the northeast corner of the property that connects to New Holland Street. Per Section 38-512(b)(9) of the PTZO, a driveway permit for the private road shall be obtained from the Ottawa County Road Commission. The applicant should be required to obtain written documentation that this proposed street connection is acceptable to the Road Commission prior to final plan development submission.

Additionally, per Section 38-512(a)(7) of the PTZO, a proposed maintenance and access agreement for the private road is required. The applicant has provided documentation from the 2004 PUD submission regarding the maintenance of the private road, which the Township Attorney has reviewed and requested changes to. A revised private road maintenance agreement shall be provided prior to final plan development submission.

Township Department Reviews

Fire Department

The Park Township Fire Department has reviewed the proposed plans and found them generally satisfactory.

Township Engineer

Attached is the review letter of general comments from the Township Engineer. While the majority of the comments will be addressed through coordination with the Ottawa County Road Commission, the Ottawa County Water Resource Commission, and Holland Charter Township Water and Sewer Department, Staff does find that the Planning Commission may wish to consider the Township Engineer’s comment under I.3. The Township Engineer suggests that the Township may want to consider a path crossing on 144th Avenue at Georgian Bay Drive, to direct pedestrians to the path network on the east side of 144th Avenue.

While the Park Township Master Plan (PTMP) does not specifically identify a proposed connection across 144th Avenue, there is emphasis throughout the Plan on the value of non-motorized pathways in the Township. For instance, page 16 of the PTMP states that “Park Township’s extensive network of non-motorized paths connects neighborhoods with key destinations and generally follow many of the major roadways...Non-motorized pathways that connect neighborhoods, schools, and parks add to the quality of life in Park Township.” Further, one of the Action Items listed within the Implementation Recommendations of the PTMP (page 71) recommends “Seek[ing] opportunities to provide public/private partnerships for pathway rest areas and similar amenities on lands adjacent to the road right-of-way.” Additionally, another Action Item (page 73) recommends “Continue to evaluate the pathway system to ensure that all activity areas in the Township are accessible to all legal users of the system.” We have provided the potential pathway crossing at 144th Avenue and Georgian Bay Drive within your list of Considerations below for further discussion with the applicant.

Planning Commission Considerations and Recommendation

Considerations

As the Planning Commission deliberates regarding this application, we believe the following warrant your review and consideration. They are listed in no particular order.
Pending your review of our considerations above, we believe direction to the applicant to address and fulfill said considerations and return with a Final PUD Development Plan is appropriate.

The application has been scheduled for your review at your October 14, 2020 meeting. We expect the applicant to be in attendance. If you have any questions, please let us know.

EMP
Associate Planner

Attachment

cc: Howard Fink, Manager
    Eric Klompmaker, PC, Driesenga & Associates
    Eastbrook Homes
PARK TOWNSHIP
Ottawa County
52 – 152nd Avenue, Holland, Michigan 49424

Planning Commission
Procedures and Deadlines

Deadline: The deadline to submit materials for a Planning Commission Meeting is by 5:00 p.m., 47 days prior to the next scheduled meeting date. The materials must be dropped off at the Park Township Office, 52 S. 152nd Avenue, Holland, MI 49424.

Meeting: The Planning Commission meets the second Wednesday of the month at 6:30 p.m. at the Park Township Office Board Room. If there is no agenda by the deadline, there is no meeting that month.

Cost: Fees are listed on the application form.

Submittal: Twelve identical packets must be submitted to the Township along with the fee by the deadline. They should be folded in 8 ½” by 11” sizes. The packets should contain any supporting documents such as proof of ownership, surveys, site plans, drawings, pictures, and narratives. When the site plan reaches the Township Board, eight (8) additional packets are required to be submitted to the Township, at least one week in advance of said meeting.

Please call the Building/Zoning Department with any questions. 616-738-4244

DO NOT DISCARD THIS PAGE. YOU MUST SUBMIT THIS PAGE WITH YOUR APPLICATION

For office use

Date Received: _____  Payment of: _____  Via Check: _____  Cash: _____
PLANNED UNIT DEVELOPMENT APPLICATION

APPLICATION FEE: $500.00-1,500.00*
(*Preliminary Plan $750.00 (+$5,000 escrow); Final Plan $1,500.00; Minor Amendment $500.00 (+$5,000 escrow); Major Amendment $750.00 (+$5,000 escrow)*)

Name of Applicant: GRR7 Land Investments, LLC

Address of Applicant: 14520 Georgian Bay Drive, Holland, MI 49424

Telephone: 616-455-0200 Fax/Email: mcgraw@eastbrookhomes.com

Address of Subject Property: Southwest corner of New Holland Street and N 144th Avenue


Current Zoning District: Planned Unit Development

List the name, address, phone number of every person who has a legal or an equitable interest in any property included in the application. Provide proof of ownership or a legal financial interest in the property, such as a purchase agreement.

See attached list and proof of ownership.

What is the land use requested? Residential

* Escrow funds are used to reimburse planning, engineering, and legal fees incurred. If the fund drops below 10% of the deposit, an additional deposit will be required to continue. Any funds remaining will be refunded when the project is complete. Any approvals will be subject to requiring any outstanding funds due are paid in full.
PARK TOWNSHIP DEVELOPMENT APPLICATION AGREEMENT

**AFFIDAVIT:**
I agree to comply with the statements below, and if I fail to comply, this development application and subsequent decision may be voided.

The cost to the Township in reviewing applications for various development or zoning approvals differs greatly between applications, and may be significant when there are additional out-of-pocket expenses (such as professional planning consultant, engineering, and/or legal review) above and beyond what is associated with the typical zoning review of minor projects. This cost cannot always be accurately projected at the time an application is made. The Township Board has determined that it is reasonable and appropriate to pass the charges for the actual costs and expenses associated with reviewing such applications, except for the routine expenses, on to the applicant rather than having the taxpayers of the Township subsidize the application. The Township has therefore established an appropriate fee schedule, which includes an escrow account/fee in addition to the base fee for some application when deemed by Township staff to be appropriate.

The basic application fee set forth in the Township’s fee schedule covers general expenses such as the initial review of the application by the zoning administrator, and the publication and mailing of the required legal notice for a single public hearing held at a regularly scheduled meeting of the public body. Any other fees and expenses incurred by Park Township as a part of the review process (including but not limited to planning, engineering, and/or legal fees) will be transmitted and charged to the applicant for timely payment. This is a legal requirement for development review in Park Township. The Township does not fund the private development utilizing taxpayer monies. Failure to timely pay the escrow fee or escrow charges may result in the application being put on hold, no action being taken by the Township, or subsequent building or occupancy permits being denied.

I agree to comply with the conditions and regulations provided with any permit that may be issued. Further, I agree the permit that may be issued is with the understanding all applicable sections of the Park Township Zoning Ordinance, and Michigan Construction Code will be complied with. Further, I agree to notify the Park Township Building Dept. for inspections when required. Further, I agree to give permission for officials of Park Township, the County of Ottawa and the State of Michigan to enter the property subject to this permit application for purposes of inspection. Finally, I understand this is a planning commission application, and any permit issued conveys only land use rights, and does not include any representation or conveyance of rights in any other statute, deed restriction, or other property rights.

[Signature of Applicant]

Date: 8/27/20

[Signature of Property Owner]

Date: 8/27/20
September 18, 2020

Mr. Greg Ransford, MPA
Fresh Coast Planning
Re: Macatawa Legends Park Homes PUD Amendment Request

Greg,

This letter is a revision from my August 28, 2020 narrative letter as the submittal plans have now been updated per your preliminary review / feedback.

I believe previous correspondence with Driesenga & Associates has cleared up some of the questions you raised in your review letter from October 19, 2019. However, I wanted to clarify a few things and address the narrative requirements as laid out in township section J.

I am going to start with clarifying a few questions about the plan that you had raised previously:

- Open Space Calculation: Given the fact we are requesting a PUD Amendment on a parcel with an underlying future land use designation for R-1, it seems the required Open Space for PUD in this location would be 20% or 31.16 acres.
  - Our proposed plan provides 35 Acres of dedicated open space. We EXCEED the requirement by almost 4 acres.
  - None of the dedicated open space is a part of any lot.
  - In addition to the dedicated open space, we have also provided a Tree Protection Area over rear portions of the lots that touch the perimeter of the property. This area is an additional 8.5 acres over and above the open space.

- Tree Protection Area: This area, shown shaded in brown, is a voluntary restrictive area we are adding with the intent of protecting the larger existing trees in this area. Our plan is to restrict this area so that any tree larger than 6” caliper cannot be removed. This area is a part of the lots, but NOT included in any of the open space calculations. This is over and above the open space provided. We just thought it was worth noting this tree preservation area.

- Open Space accessibility: We are proposing the construction of a public path, along with a bike rack and sitting area located on a concrete patio, situated just off the path. This area is highlighted on sheet 2.

Here are my responses to the Narrative description requirements in section J:

1) The objective of this PUD is to provide homes on parcels large enough to accommodate the largest and highest level of homes built within the entire Macatawa Legends Project, but not so
large that they gobble up more land and infrastructure than is necessary or even desired by the future home buyers.

a. This aligns with section 38-363 in that it is a “cluster” of still generously sized lots in the context of a large project that preserves most of the acreage as undeveloped or recreation area. Of the 155.8 Gross Acreage, 108 acres are to be used for Open Space, Ponds / Wetlands, Tree Protection Area, and the golf course. Only 47.8 acres are being used as developed area.

2) The relationship of this PUD Amendment request does align with the Park Township Master Plan.

a. The Park Township Master Plan calls for the equivalent of the R-1 / Rural Estate District. This R-1 district calls for a maximum density of .5 units per acre.

b. The Net Buildable Acreage of this site is 117.61 acres, which results in a permissible density of up to 58 units. Our proposal depicts 58 lots, so we are not requesting an additional density over what is permitted in the R-1 district called for in the Master Plan for this area.

3) Phases of development and the approximate time frame for each phase:

a. The roads and utility infrastructure are existing. However, to accommodate the PUD amendment, some infrastructure modifications such as the addition of sanitary laterals and water services would have to occur, which will also result in some excavation and road repairs. This would all be done as one “phase”, which likely would be completed during the winter of 2020 / 2021 and home building commencing shortly after the infrastructure and road repairs are completed.

4) Proposed Master Deed / By Laws:

a. An example of the Master Deed and By-Laws drafts for Macatawa Legends Fairways has been provided. The documents for Park Homes will be very similar and will be submitted to the Township Engineer prior to finalization and recordation.

5) Anticipated Start and Completion of construction:

a. The infrastructure approximate timeline was provided above, in #3. As for home building start / completion I would estimate that we will sell this project at a pace of approximately 10-20 homes per year, for a completion timeline of about 3-6 years for full build out.

6) Location, Type, and size of areas to be Dedicated Open space are illustrated in on the proposed PUD plan.

7) In the absence of a PUD, there would not be an open space requirement, but the minimum lot size would be 2 acres. Therefore, I believe that to be the primary request and reason for a PUD. The PUD allows a large portion of the land to be retained as open space, recreation, ponds and wetlands while allowing less land to be used for developed area, which results in smaller lots than what would be required in a “straight R-1 zoned” project. That said, the proposed lot sizes still allow for very large, custom homes that will suit the needs of buyers looking to build in the
roughly $500,000 - $800,000 price range on lot sizes that we have found to be completely suitable to this buyer group's preferences.

I believe there were some other requests, such as Preliminary Architectural sketches, timeline, and proof of ownership / methods of financing.

I have separately provided five of our more popular floor plans that we intend to offer for this project. These floor plans represent a starting point. Most customers will highly customize these homes at this price point. I will provide a slide show / screen presentation at the meeting, even if we must do the meeting remotely. I can still walk through a myriad of photographs, both interior and exterior, that will accurately depict the sort of homes we will be building here.

I believe I have suitably addressed the questions pertaining to timeline, to the best of my ability. As with all these projects, exact timeline and absorption rates are dictated by the real estate market conditions.

We own this land free and clear. We also will not be borrowing any money to finance the infrastructure modifications needed to accommodate this PUD Amendment. All the necessary utility modifications and road work will be paid for without the need for borrowing funds. We will pay for this work out of our own capital reserves.

In summary, we are very excited about this portion of the Macatawa Legends Community. The Park Township portion of this project, as proposed with this Amendment, will feature the largest lots in the entire Macatawa Legends community, some of the longest most beautiful views over the golf course and Open Space, and very low gross density of only .37 units per acre (58 homes on a gross acreage of 155.8 acres). These home sites will support homes at the highest end of the entire community. While there are a handful of sites on the Holland Township side of the project that accommodated some of the largest homes, every single one of these 58 home sites will allow our customers to build highly customized, very nicely appointed homes that will only enhance the values of the surrounding homes.

Thank you very much for thoughtfully considering our request.

Sincerely,

Michael R. McGraw

Vice President, Signature Land Development Company

Chief Operating Office, Eastbrook Homes
September 15, 2020

Ms. Emma Posillico, AICP
FRESH COAST PLANNING
950 Taylor Avenue, Suite 200
Grand Haven, MI 49417

Re: Macatawa Legends Park Homes
PUD Amendment Review Comment Response

Dear Ms. Posillico:

We have received your PUD amendment comment letter dated September 3, 2020 for Macatawa Legends Park Homes, and have the following comment responses, as well as 12 copies of the attached revised PUD plan sheet 1 and new project context exhibit:

General Comments
• The proposed maintenance buildings will be included in this PUD amendment, therefore we have updated the zoning summary in the attached PUD plan sheet 1 to include both the proposed and existing (to remain) maintenance buildings in the Net Buildable Acreage calculation.

38-367 Development requirements for PUDs with residential uses
• In the attached revised PUD plan sheet, the zoning summary has been updated to include the length of existing/proposed private streets and also private street acreage. The private street acreage is now excluded from the Net Buildable Acreage.

38-373 Procedures
• Attached is a “project context” exhibit that shows parcels, streets, and zoning within a half mile of the site.
• On the attached revised PUD plan sheet 1, we have now included lot line dimensions and lot areas.
• All driveways opposite the site are now included on the plan.

38-512 Private Roads
• On the attached revised plan, we are now including a proposed road section that also shows required clear width for both the typical road and the cul-de-sac.
• The cul-de-sac road name (Cappon Court) has been added.
• Regarding the private road maintenance and access agreement, Mike McGraw of Eastbrook Homes provided documentation in his email to you dated 9/8/20. If you need further information for this, please contact either Mike or myself.
Please feel free to contact me at 616-396-0255 or erick@driesenga.com if you have any questions. Thank you!

Sincerely,

DRIESENGA & ASSOCIATES, INC.

[Signature]

Eric Klompmaker, P.E.
Project Engineer

enclosure

pc: Michael McGraw – Eastbrook Homes
     Mick McGraw – Eastbrook Homes
     Howie Hehrer – Eastbrook Homes
     John Tenpas – Driesenga & Associates

C:\Users\Eric Klompmaker\Dropbox (DAI)\Holland\Projects\2013\1310543.1\Overall PUD Park Twp\2020-09-15 Rev PUD sheets to Park Twp\ML Park Homes Comment Response 20200915.docx
September 17, 2020
2200644

Ms. Emma Posillico, AICP
Zoning Administrator
Park Township
52-152nd Avenue
Holland, MI 494924

RE:  Macatawa Legends Park Homes
     Preliminary PUD Engineering Review Comments
     Park Township – Section 1

Dear Emma:

On behalf of Park Township, our office has reviewed the Preliminary PUD drawing dated August 27, 2020 for the above referenced project involving the proposed construction of 58 residential units. (The development was originally designed for 17 units.) Our comments regarding the project are as follows:

I. GENERAL

1. With the increase in the number of lots, a passing lane may be required for New Holland Street. This will be reviewed by the Ottawa County Road Commission.

2. It should be noted that the existing road has not yet been topped. There will also be many cuts in the road while adding laterals as noted below. The Township should consider when they wish to have the road finished – immediately, after a percent of homes are constructed or by a certain year.

3. The Township may want to consider a path crossing on 144th Avenue at Georgian Bay Drive as this would direct pedestrians to the path network on the east side of 144th and the park in Holland Charter Township. This will need to be coordinated with OCRC as to how this would be accomplished.

II. SANITARY SEWER & WATER MAIN

1. Except for the 4 units off of New Holland Street at the northeast corner of the development, the development has existing public water and public sewer within the development. The additional lots will require adding laterals and water services for the additional lots. This will need to be coordinated with Holland Charter Township Water and Sewer Department.

2. Due to the increase in the number of lots that were added and will be a dead end water main, the water main will need to be looped in New Holland Street to Macatawa Legends Boulevard. This looping will also provide public water access to the 4 units on New
Holland Street in the northeast corner of the development and the new maintenance building.

3. It should be noted that the 4 lots on New Holland Street in the northeast corner of the development along with proposed new maintenance building are proposed to be on septic systems.

4. Connection fees, if any, will be reviewed at time of construction drawings.

5. No capacity concerns with public water or sanitary sewer are noted at this time.

6. This project is located within the Consolidated System Service Area of Park Township. Water Main and Sanitary Sewer construction shall be in accordance with Holland Charter Township Construction Requirements.

III. DRAINAGE & GRADING

1. OCWRC will need to review any changes and provide their approval for the stormwater management. There is shown an expansion of the pond area which may be for the increase in impervious area. Please note that all new developments will be under the new standards of the OCWRC, so we are not sure what changes, if any, will be needed for this change in development.

2. A property owners association should be set up and be responsible for the maintenance and liability of the wet ponds.

3. A 433 Drainage District and Agreement may be required.

4. Soil Erosion and Sediment Control approval will be required from Ottawa County.

5. EGLE approvals may be required for wetland and inland lake & streams impacts.

If you have any questions or comments regarding the above, please feel free to call me.

Sincerely,

Prein&Newhof

[Signature]

Kenneth A. Bosma, P.E.
KAB/kab

cc: Mr. Aaron Nyboer, HCT
    Mr. Howard Fink, PT
    Ms. Susan Barkel, PT
Emma no issues to report.

Thanks
Chief Gamby

From: Zoning
Sent: Thursday, September 03, 2020 12:32 PM
To: Scott Gamby <s.gamby@parktownshipfire.org>
Subject: Plans for You to Review

Chief,

The Township received an application for a major amendment to the Macatawa Legends PUD (essentially a new lot layout) that the Planning Commission will be reviewing in October. I’ll leave a copy of the plans for you at Cindy’s desk. If you could please review and send me your comments by October 5th, that would be great.

Thank you,

Emma M. Posillico, AICP
Zoning Administrator
Office Hours: Tuesday & Thursday: 8 AM – 12 PM, 1 PM – 5 PM

Park Township
52-152nd Avenue
Holland, MI 49424
Phone: (616) 738-4244
www.parktownship.org
BEDROOM 4
11'-0" X 13'-5"

BEDROOM 3
12'-0" X 13'-2"

BEDROOM 2
11'-3" X 13'-0"

BEDROOM 2
10'-8" X 13'-0"

BATH
2

OPEN TO BELOW

BATH 1
13'-0" X 13'-0"

W.I.C.

OWNER'S SUITE
17'-7" X 14'-4"

SECOND FLOOR

DOUBLE BOWL SINK

FOLDING COUNTER WITH OPTIONAL SINK

LINEN

W.I.C.
Crestview Designer Series

MICHIGAN ROOM
12'-0" X 12'-0"

MICHIGAN ROOM
14'-0" X 12'-0"

MICHIGAN ROOM
14'-0" X 12'-0"

MICHIGAN ROOM
16'-0" X 12'-0"

12' X 12" MICHIGAN ROOM

14' X 12" MICHIGAN ROOM

14' X 12" MICHIGAN ROOM

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

16' X 12" MICHIGAN ROOM
WITH OPTIONAL SEE-THRU FIREPLACE
GREAT ROOM
16'-0" X 19'-8"

FLEX ROOM
11'-0" X 13'-3"

GARAGE
20' X 22'

BATH 1

PORCH

COATS

PWDR.

RM.

MUD ROOM

ENTRY

UP

DN

OWNER'S
SUITE
13'-5" X 16'-1"

W.I.C.

BEDROOM 1
13'-1" X 11'-2"

BEDROOM 2
13'-5" X 11'-6"

OPEN TO BELOW

BEDROOM 3
12'-11" X 10'-9"

BEDROOM 4

OPEN TO BELOW

BEDROOM 5
11'-0" X 13'-2"

SECOND FLOOR

W.I.C.

BATH 2

W.I.C.

LINEN

LAUN.

BEDROOM 3

OPEN TO BELOW

BEDROOM 5

W.I.C.

W.I.C.

W.I.C.

OPEN TO BELOW

LINEN

FIRST FLOOR

9' CEILING HT.

DIMENSIONS
50'W x 44'D

2681 SF TOTAL

KITCHEN

DINING
10'-0" X 16'-1"

GREAT ROOM
16'-0" X 19'-8"

OWNER'S
SUITE
13'-5" X 16'-1"

FLEX ROOM
11'-0" X 13'-3"

GARAGE
20' X 22'

Porch

W.I.C.

MUD ROOM

PANTRY

BEDROOM 4
13'-1" X 11'-2"

BEDROOM 2
13'-5" X 11'-6"

BEDROOM 3
12'-11" X 10'-9"

BEDROOM 5
11'-0" X 13'-2"

BEDROOM 1
13'-1" X 11'-2"

LINEN

W.I.C.

W.I.C.

W.I.C.

OPEN TO BELOW

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Plans and elevations are artist's renderings only, may contain options which are not standard on all models. We reserve the right to revise plans, designs, specifications, and prices without notice. All dimensions are approximate. Please contact our Concierge for current base plans and included options.
MICHIGAN ROOM
12'-0" X 12'-0"

12' X 12' MICHIGAN ROOM
AT DINING

MICHIGAN ROOM
14'-0" X 12'-0"

14' X 12' MICHIGAN ROOM
AT GREAT ROOM

MICHIGAN ROOM
16'-0" X 12'-0"

16' X 12' MICHIGAN ROOM
WITH FIREPLACE OPTION
BEDROOM 2
11'-8" X 12'-6"

OPEN TO
BELOW

BEDROOM 3
13'-1" X 11'-7"

BEDROOM 4
13'-1" X 11'-10"

LINEN

BATH 2
DN

LOFT
6'-10" X 20'-8"

BEDROOM 4
13'-0" X 11'-11"

BATH 3
W.I.C.

BEDROOM 3
12'-0" X 11'-9"

JACK & JILL
BATH

BEDROOM 2
11'-8" X 12'-6"

OPEN TO
BELOW

W.I.C.

BATH 2
LINEN

SECOND FLOOR
GREAT ROOM
18'-9" X 17'-3"

DINING
10'-10" X 10'-0"

OFFICE
12'-4" X 13'-9"

ENTRY

UP

DN

PARLOR
11'-8" X 13'-5"

FLEX ROOM
11'-5" X 13'-4"

GARAGE
24'-0" X 22'-0"

COATS

MUDROOM

PWDR

KITCHEN

DINING
10'-10" X 10'-0"

BATH 1

W.I.C.

BEDROOM 2
11'-5" X 13'-6"

OPEN TO BELOW

BATH 2

BEDROOM 3
11'-8" X 10'-11"

OPEN TO BELOW

BEDROOM 4
11'-7" X 11'-3"

OWNERS SUITE
17'-7" X 15'-8"

FLOOR PLAN
9' CEILING HT.
DIMENSIONS
66'W x 46'D
3338 SF TOTAL

SECOND FLOOR
THE INTERESTS IN GRR7 LAND INVESTMENTS LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ARTICLE VII OF THIS AGREEMENT FURTHER Restricts Transferability OF INTERESTS IN THE COMPANY.

Operating Agreement

For

GRR7 Land Investments LLC

May 18, 2015
THE INTERESTS IN GRR7 LAND INVESTMENTS LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ARTICLE VII OF THIS AGREEMENT FURTHER Restricts Transferability of Interests in the Company.

OPERATING AGREEMENT FOR GRR7 LAND INVESTMENTS LLC

GRR7 Land Investments LLC, a Michigan limited liability company (the "Company"), and all those who execute this Operating Agreement or a counterpart of it (the "Agreement") as a Member, or who hereafter become a Member or acquire or claim any interest in the Company, enter into this Agreement effective as of May 18, 2015.

ARTICLE I. DEFINITIONS

The terms set forth in Exhibit B as used in this Agreement shall, unless the context otherwise requires, have the meanings specified in Exhibit B.

ARTICLE II. FORMATION

2.1 Formation. By executing this Agreement, the parties agree to form and operate a limited liability company pursuant to the provisions of the Michigan Limited Liability Company Act (the "Act"). The rights and liabilities of the Company and the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

2.2 Name, Location, Etc. The name of the Company is "GRR7 Land Investments LLC," and such name may be changed only by the Members. The Company's business may be conducted under that name or such other name(s) as the Members shall determine from time to time. The location of the principal place of business of the Company and the Company's registered office and resident agent shall be as the Members may determine from time to time. Notification of any change in the Company's place of business, registered office, or resident agent shall be given to the Members.

2.3 Character of Business and Purposes. The business and purposes of the Company shall be to engage in any lawful activities as may be determined by the Members from time to time.
2.4 **Term.** The Company's term shall commence as of the date of the filing of its Articles of Organization and shall continue indefinitely thereafter, unless dissolved before that date pursuant to the Act or this Agreement.

2.5 **Partnership Classification.**

(a) The Members intend that the Company shall be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. No Member shall take any action inconsistent with such intent, and the Members agree to make any amendments hereto required (in the opinion of counsel for the Company) to obtain or maintain partnership classification for tax purposes from time to time.

(b) Notwithstanding the foregoing, the Members have formed the Company as a limited liability company under the Act and specifically intend and agree that the Company not be construed as a partnership (including a limited partnership) or any other venture for purposes other than tax matters. No Member shall be construed to be a partner in the Company or a partner of any other Member or Person for purposes other than tax matters solely as a result of the Articles of Organization, this Agreement and the relationships created thereby and arising therefrom, and the same shall not be construed to suggest otherwise.

**ARTICLE III. MEMBERS AND CAPITAL**

3.1 **Members and Their Capital Commitments.** Each Person indicated on Exhibit A has made or agrees to make the Capital Contribution shown opposite its name on Exhibit A in exchange for the Company Units therein indicated. Each such contribution shall be made by such Member in exchange for receipt by such Member of its Company Units in the Company and shall be made at the time of execution of this Agreement unless otherwise indicated on Exhibit A. Each Capital Contribution shall, unless otherwise consented to by the Company, be made free and clear of any liens, claims, encumbrances, options or restrictions of any type whatsoever. Each such Person hereby is admitted as a Member. Members shall not be obligated to make any additional contribution to the Company's capital unless they unanimously agree otherwise.

3.2 **Capital Accounts.** A separate Capital Account shall be maintained for each Member. The Capital Account balance for each Member shall be increased by the amount of money and the fair market value of property contributed by such Member to the Company's capital, and by that Member's share of Company net income and gain, and decreased by distributions of cash or property (at fair market value) to that Member, and that Member's share of Company net losses and deductions. Such other adjustments to Capital Accounts shall be made as required by the rules set forth in Regulation Section 1.704-1(b)(2)(iv).

3.3 **Company Capital.** No Member shall be paid interest on any Capital Contribution nor have the right to withdraw, or receive any return of, such Member's Capital Contribution, except as may be specifically provided in this Agreement. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to receive property other than cash, except as may be specifically provided in this Agreement.
3.4 **No Right to Withdraw.** A Member shall have no right to withdraw from the Company, except in connection with the transfer or liquidation of its interest in the Company in accordance with and as otherwise provided in this Agreement. No Member shall have the right to withdraw its Capital Contribution or to demand or receive a return of its Capital Contribution or any other distribution from the Company except as provided in this Agreement. Any attempted withdrawal in violation of this provision shall result in the withdrawing Member's forfeiture of any distributions from the Company until such withdrawal has been restored either by payment or by crediting distributions to the Member's capital account, and the Company shall be entitled to receive from the withdrawing Member damages for a breach of this Agreement in excess of the amount that would otherwise be distributable to the withdrawing Member.

3.5 **Additional Contributions.** Members shall not be obligated to make any additional contribution to the Company's capital unless they unanimously agree otherwise. Notwithstanding the foregoing, (a) if any court of competent jurisdiction holds that distributions (or any part thereof) received by a Member pursuant to the provisions hereof constitute a return of capital and directs that Member to pay such amount (with or without interest) to or for the account of the Company or any creditor thereof, such obligation shall be the obligation of said Member and not of any other Member or the Company, subject to a pro rata right of subrogation for amounts paid on the account of the Company or to any creditor thereof; and (b) a Member shall indemnify and hold harmless the Company and each other Member from any liability or loss incurred by virtue of the assessment of any income tax with respect to such Member's allocable share of the profits or gain of the Company.

3.6 **Failure to Contribute.** If any Member fails to make a Capital Contribution when required, the Company may, in addition to the other rights and remedies the Company may have under the Act or applicable law, take such enforcement action (including the commencement and prosecution of court proceedings) against such Member as the remaining Members (not counting the defaulting Members), acting by Majority in Interest, consider appropriate, including diluting the interest in the Company of the defaulting Members and increasing the interests of the remaining Members to take into account the disproportionate Capital Contributions in such manner as the remaining Members determine appropriate. Alternatively, the remaining Members may elect to contribute the amount of such required capital themselves according to their respective Company Interests. In such an event, the remaining Members shall be entitled to treat such amounts as an extension of credit to such defaulting Member, payable upon demand, with interest accruing thereon at the rate of two percentage points (2%) above the greater of the rate published in the Wall Street Journal as the "prime" rate of interest or the rate at which the company currently borrows from its primary lender, per annum (or such lesser rate as the remaining Members shall unanimously agree) until paid, all of which shall be secured by such defaulting Member's interest in the Company. Each Member who may hereafter default hereby grants to each Member who may hereafter grant such an extension of credit a security interest in such defaulting Member's interest in the Company and further agrees to sign such documents as may be reasonably requested in order to perfect the security interest so granted.
3.7 Liability of Members.

(a) No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. A Member shall be liable only to make payment for the amounts required to be contributed to the Company's capital as expressly required hereunder. No Member with a negative balance in its Capital Account, whether by virtue of distributions of Disbursable Cash or by allocations of loss or deduction, shall have any obligation to the Company or the other Members to restore a negative Capital Account.

(b) For purposes of this Section 3.7, it is the intent of the Members that no distribution (or any part of any distribution) made to any Member pursuant to Article IV of this Agreement be deemed a return or withdrawal of capital, even if the distribution represents (in full or in part) a distribution of depreciation or any other non-cash item accounted for as a loss or deduction from or offset to the Company's income, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, that obligation shall be the obligation of such Member and not of the other Members, and such Member shall return any such distribution to the Company.

(c) No Member shall be liable, responsible or accountable in damages or otherwise to the Company or any of the Members for any act or omission related to the Company or its business that is performed or omitted by it in good faith, provided that the Member is not guilty of fraud, bad faith, gross negligence, willful misconduct or a knowing violation of the law, or a violation of its duty of loyalty or the receipt of a financial benefit to which it is not entitled. The Company shall indemnify, defend and hold harmless each Member (and, if applicable, its Affiliates, officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be performed, by it in good faith in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Member is a party or is threatened to be made a party because it is or was a Member. The provisions of this Section 3.7(c), however, shall not relieve a Member of any liability that it may have (i) for fraud, acts or omissions involving bad faith, gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Member is not entitled or a breach of the duty of loyalty, (iii) in connection with a knowing violation of law, or (iv) pursuant to Section 308 of the Act, and no Member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 3.7(c) shall be limited to the Company's assets, and no Member shall have a claim against any other Member by virtue of this Section 3.7(c), nor shall this Section 3.7(c) be construed so as to impose any obligation on any Member to make a Capital Contribution.

ARTICLE IV. DISTRIBUTIONS AND ALLOCATIONS
4.1 **Distributions Generally.**

(a) Subject to the provisions of the Act and this Agreement, all Disbursable Cash shall be distributed one hundred percent (100%) to the Members at such time(s) as the Members shall determine in proportion to the respective Company Interests of the Members.

(b) Subject to the provisions of the Act and this Agreement, the Members shall use their best efforts to cause the Company to distribute to each Member, no later than seventy-five (75) days after any taxable year of the Company, an amount of cash at least equal to (1) forty percent (40%) times the amount of taxable income allocated to such Member for such taxable year, minus (2) the amount of any cash previously distributed to such Member with respect to the Company's income for such taxable year. If any dispute arises with respect to this Section 4.1(b), such dispute shall be resolved by the independent public accountants then serving the Company, whose decision shall be final and binding on all parties and may be entered in a court of competent jurisdiction.

(c) Except as otherwise provided herein, there shall be no distributions, and no Member shall be entitled to any distribution of the Company's property other than cash, unless such distribution has been approved by a Majority in Interest of the Members, and all distributions shall be made in proportion to the Company Interests of the Members.

(d) Notwithstanding anything to the contrary, no distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed to satisfy the preferential rights, if any, of other Members upon dissolution that are superior to the rights of the Member or Members receiving the distribution. Except as otherwise provided in this Agreement, no Member shall have priority over any other Member either as to the return of capital or as to profits, losses, or distributions.

4.2 **Liquidating Distributions.** Subject to the provisions of the Act and this Agreement, the net cash proceeds of a sale, exchange or other disposition of all or substantially all of the Company's Property constituting a dissolution of the Company shall be applied as follows:

(a) To the payment of debts and liabilities of the Company to creditors in the order of priority provided by law, including any creditor who is a Member or a former Member (other than in respect of its interest in the Company) and the expenses of liquidation;

(b) To the establishment of any Reserves that the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; and

(c) To the Members to the extent of any positive balances in their Capital Accounts.
4.3 **Allocations of Net Losses.** Except as provided in Section 4.5 and Section 4.6, all net losses shall be allocated to and among the Members in accordance with their respective Company Interests.

4.4 **Allocation of Net Income and Gain.** Except as provided in Section 4.5 and Section 4.6, net income and gain shall be allocated to and among the Members in accordance with their respective Company Interest

———4.5 **Special Allocations.**

(a) Nonrecourse deductions (as described in Regulation Section 1.704-2(c)) shall be separately allocated to and among the Members in proportion to their respective Company Units. Member Nonrecourse Deductions shall be specially allocated, in accordance with the Regulations, to the Member or Members who bear the economic risk of loss for the Member Nonrecourse Debt to which such deductions are attributable.

(b) Except as provided in subsection 4.5(c), if a Member receives an adjustment, allocation or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which has not otherwise been taken into account in determining such Member's Adjusted Capital Account Deficit, if any, such Member shall be specially allocated items of Company income and gain in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Member as quickly as possible, to the extent required by the Regulations promulgated under Code Section 704(b). This subsection is intended to constitute a "Qualified Income Offset" as described in the Regulations promulgated under Code Section 704 and shall be interpreted consistently therewith.

(c) Notwithstanding anything to the contrary in this Article IV:

(1) If during any Company fiscal year there is a net decrease in Company "Minimum Gain," as described in Regulation Section 1.704-2(b)(2) (with the word "Company" replacing the word "partnership" therein), each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Member's share of the net decrease in Company Minimum Gain for the year as determined in accordance with Regulation Section 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Regulation Section 1.704-2(f). This Section 4.5(c) is intended to comply with the minimum gain charge back provisions of the Regulations promulgated under Code Section 704 and shall be interpreted consistently therewith.

(2) If there is a net decrease during a fiscal year in the Member Minimum Gain attributable to a Member Nonrecourse Debt, then each Member with a share of the Member Minimum Gain attributable to such debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the preceding
sentence shall be made among the Members in proportion to the respective amounts to be allocated to each of them pursuant to such Regulations. Any special allocation of items of income and gain pursuant to this Section 4.6 shall be made before any other allocation of items under this Section 4.5(c)(2), except only for special allocations required under the immediately preceding Section 4.5(c)(1). The items to be so allocated shall be determined in accordance with Regulation Section 1.704-2(i)(4). This Section 4.5(c)(2) is intended to comply with the provisions of Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(d) In making the allocation among the Members of gain or profit, the ordinary income portion, if any, of such gain or profit caused by the recapture of cost recovery or any other deduction shall be allocated among those Members who were previously allocated the cost recovery or any other deductions in proportion to the amount of such deductions previously allocated to them. It is intended that the Members shall bear the burden of recapture caused by cost recovery or other deductions that were previously allocated to them, in proportion to the amount of such deductions that have been allocated to them, notwithstanding that a Member's share of profits, losses or liabilities may increase or decrease from time to time. Nothing in this Section 4.5(d), however, shall cause the Members to be allocated more or less gain or profit than would otherwise be allocated to them pursuant to this Article IV.

(e) If any Member has an Adjusted Capital Account Deficit at the end of any fiscal year in excess of the sum of (i) the amount (if any) such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation Sections 1.704-2(g)(i) and 1.704-2(i)(5), each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.5(e) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article IV have been made as if Section 4.5(c) and this Section 4.5(e) were not in the Agreement.

(f) Any special allocation of the items of income or gain pursuant to this Section 4.5 shall be taken into account in computing subsequent allocations of profit or gain pursuant to this Article IV, so that the net amount of any item so allocated and the profit, gain, loss and any other item allocated to each Member pursuant to this Article IV shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Article IV if such special allocations had not occurred.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

4.6 Members' Discretionary Powers.
(a) The allocation method set forth in this Article IV is intended to allocate profits and losses to the Members for federal income tax purposes in accordance with their economic interests in the Company and to comply with Code Section 704(b) and Regulations promulgated thereunder. If, in the opinion of a Majority in Interest of the Members, the allocation of profits or losses pursuant to the preceding provisions of this Article IV shall not satisfy the Code or the Regulations or properly take into account any expenditure made by the Company or Transfer of a Company Interest, then, notwithstanding anything to the contrary contained in this Article IV, profits and losses shall be allocated in such manner as a Majority in Interest of the Members determine to be required so as to comply with the Code or the Regulations or to properly take into account any expenditure made by the Company or Transfer of a Company Interest, as the case may be.

(b) If there is any change in Company Interest during a fiscal year, then for purposes of this Article IV, the Members shall take into account the requirements of Code Section 706(d) and shall have the right to select any method of determining the varying interest of the Members during the year which satisfies Code Section 706(d).

(c) In accordance with Code Section 704(e) and the Regulations promulgated thereunder, income, gain, loss, and deductions with respect to any property contributed to the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time of its contribution to the Company. If the value of any Company asset is adjusted pursuant to Regulation Section 1.704-1(b)(2)(iv)(f) and (g), subsequent allocations of income, gain, loss, and deductions with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code Section 704(e) and the Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Members in any manner permitted by Regulation Section 1.704-3(b), (c), and (d) (including the "traditional method," the "traditional method with curative allocations," and the "remedial allocation method" as described therein).

4.7 Determination of Allocations and Distributions Among Members.

(a) Except as provided in Section 4.7(b) and Section 4.7(c), pursuant to Section 4.1, all allocations and distributions to which the Members are entitled shall be distributed or allocated to each Member entitled to the distribution or allocation in the ratio in which the Company Units of the Member corresponds to the total Company Units of all Members entitled to the distribution or allocation.

(b) Distributions and allocations shall be made, as the case may be, to the Persons recognized by the Company as the holders of Company Units on the day on which the allocations and distributions are made by the Company.

(c) All net profits or net losses for a fiscal year allocable to any Company Interest that may have been Transferred during the fiscal year or acquired on any date after the first day of the Company's fiscal year shall be allocated pro rata among the Persons who were
Members during such Company fiscal year as of the first day of the month in which the Transfer was recognized, in accordance with this Agreement and without regard to the results of Company operations during the fiscal year and without regard to the timing or amount of cash distributions which were made during the taxable year.

(d) Except as provided elsewhere in this Agreement, whenever a proportionate part of net income, net loss or other income or loss is allocated to a Member, every item of income, gain, loss or deduction entering into the computation of such net income, net loss or other income or loss shall be considered allocated, and every item of credit, tax preference, or recapture related to such net income, net loss or other income or loss and applicable to the period when such net income, net loss or other income or loss was realized shall be allocated to the Member in the same proportions.

(e) Distributions and allocations for any portion of the Company's fiscal year prior to the admission of Members shall be determined by an interim closing of the Company's accounting records as of the first day of the month in which the admission occurs if Members are admitted into the Company during the first fifteen (15) days of the month and as of the sixteenth (16th) day of the month in which admission occurs if Members are admitted into the Company after the fifteenth (15th) day of the month in which admission occurs.

ARTICLE V. MANAGEMENT OF THE COMPANY;
RIGHTS AND DUTIES OF MEMBERS

5.1 Management Vested with Members. The Company shall be managed jointly by its Members. The Company may enter into contracts with a Member or third party to manage the daily business affairs of the Company. Any such contract shall be added as an addendum to this Agreement. Alternatively, the Members may delegate to one or more Members or other agents or representatives of the Company such duties, responsibility, and authority as the Members may from time to time deem appropriate. In connection with the adoption of any such resolutions, the Members may specify a prescribed period of time during which such delegation applies. At the expiration of any such period of time so specified, such delegation shall cease to be effective. Regardless of whether any period of time is specified in connection with the delegation of duties, responsibilities, or authority thereunder, the Members may rescind or revoke a delegation at any time by vote of the Members. Except for duties, responsibilities or authority delegated under such a contract or such resolutions, or except as provided by law or this Agreement, all decisions shall be made by a Majority in Interest of the Members, and any fewer than that number of Members shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members.

5.2 Certain Procedural Matters. Any action which, pursuant to this Agreement or the Act, is to be taken by the Members may be taken, with or without a meeting of the Members and with or without a formal vote, pursuant to written consent(s) signed by Members holding the minimum portion of Company Interests required to effect such action, or pursuant to such other procedural requirements as Members may establish by resolution from time to time. Each Member, acting with the consent of the Members holding the required portion of Company
Interests, has the power, on the Company's behalf, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation, the power to:

(a) purchase, lease or otherwise acquire any real or personal property;

(b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property;

(c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts;

(d) borrow money, incur liabilities, and other obligations;

(e) enter into any and all agreements and execute any and all contracts, documents and instruments;

(f) obtain insurance covering the business and affairs of the Company and its property and on its Members;

(g) commence, prosecute or defend any proceeding in the Company's name; and

(h) participate with others in partnerships, joint ventures and other associations and strategic alliances.

Each Member shall exercise these powers in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the Company and in accordance with the provisions of this Agreement.

5.3 **Standard of Care; Liability; Indemnification.**
(a) Standard of Care. Each Member shall discharge its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner it reasonably believes is in the best interests of the Company and its Members. In discharging its duties, a Member may rely on information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, prepared or presented by (i) one or more other Members or employees of the Company whom the Member in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the Member in question reasonably believes are within such person's professional or expert competence, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Agreement) of which the Member in question is not a Member, if the Member in question reasonably believes such committee merits confidence; provided that the Member in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Liability.

(i) Each Member shall be liable solely to the Company and, derivatively, to its other Members for its gross negligence or willful misconduct. A Member's taking of any action or failure to take any action, or a Member's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Act, the Articles of Organization and this Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such Member.

(ii) Each Member shall look solely to the Company's property for the return of its capital contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such capital contributions, no Member shall have recourse against any other Member, except as provided in Section 5.3(b)(i) above.

(c) Indemnification. The Company shall indemnify, defend and hold harmless each Member (and, if applicable, its officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including, without limitation, reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be performed, by it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Member is a party or is threatened to be made a party because it is or was a Member. The Company shall further indemnify, defend and hold harmless each Member (and, if applicable, its officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including, without limitation, reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be
performed, by it in connection with the terminating or avoiding of a relationship with any other persons who was, prior to the date of this Agreement, proposed to be a member of the Company, but who did not become a member of the Company. The provisions of this Section 5.3(c), however, shall not relieve a Member of any liability that it may have (i) pursuant to Section 5.3(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Member is not entitled, (iii) pursuant to Section 308 of the Act, or (iv) in connection with a knowing violation of law, and no Member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 5.3(c) shall be limited to the Company's assets, and no Member shall have a claim against any other Member by virtue of this Section 5.3(c), nor shall this Section 5.3(c) be construed so as to impose any obligation on any Member to make a capital contribution.

5.4 Self-Dealing. Any Member and any Affiliate of any Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such Member has informed the other Members of the material terms of such dealings, and such dealings were approved, in advance, by the disinterested Members. No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or its Affiliate is directly or indirectly interested in such contract or other act apart from its interest as a Member, nor shall such Member or its Affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 5.4.

5.5 Devotion of Time to Company. No Member shall be required to manage the Company as its sole and exclusive function, and the Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of a Member or to the income or proceeds derived from such interests or activities. No Member shall incur liability to the Company or to any of the other Members as a result of engaging in any other interests or activities. The provisions of this Section 5.5 shall be subject to those of Section 5.4 above. Notwithstanding the foregoing, a Member that has contracted with the Company to provide a product or service to the Company shall be responsible for the full and complete performance of that contract and shall expend such time and effort as may be required to perform that contract.

5.6 Compensation and Expenses.

(a) No Member shall be entitled to any compensation for managing the affairs of the Company in such capacity. Notwithstanding the foregoing sentence, each Member or any Affiliate thereof shall be entitled to receive compensation, fees, and other payments as contemplated in this Agreement or in any other agreement or understanding approved in writing by a Majority in Interest of the Members.

(b) Section 5.6(a) above notwithstanding, the Company is expressly authorized to reimburse any Member or its Affiliates for past and future costs, expenses, legal fees, accounting fees, and office, clerical and administrative expenses and similar outlays made and incurred by any Member on behalf of and for the benefit of the Company.
5.7 **Limited Liability of Members.** No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

5.8 **Access to Company Information.** On written request by a Member, the Company shall provide such Member with a copy of the Company's most-recent annual financial statements and federal, state and local income tax returns and reports. On reasonable written request by a Member, (a) the Company shall provide such Member with information regarding the current state of business and financial condition of the Company, (b) any Member, or its designated representative, may inspect and copy, at such Member's request, any of the records maintained by the Company, and (c) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

**ARTICLE VI. MEETINGS OF MEMBERS**

6.1 **Meetings.** Meetings of the Members for any purpose may be called upon receipt of a request in writing signed by Members holding at least twenty-five percent (25%) of the voting power represented by Company Interests. Notification of such meeting shall be sent within ten (10) days after receipt of such request, and the meeting shall be held not more than thirty (30) nor less than ten (10) days after the mailing of the notice. Such request shall state the purpose of the proposed meeting and the matters proposed to be acted upon. The attendance of a Member at any meeting of the Members constitutes a waiver of notice of the meeting with respect to that Member, unless the Member objects at the beginning of the meeting to the lack of notice. A Member may participate in a meeting of the Members (with the same effect as being present in person) by a conference telephone or similar communications equipment through which all persons participating in the meeting may communicate with all of the other participants. Members holding collectively at least a Majority in Interest shall constitute a quorum at a meeting. Meetings at which less than a quorum is represented may be adjourned by a vote of the Members present to a future date without further notice other than the announcement at such meeting and, when a quorum shall be present upon such adjourned date, any business may be transacted which might have been transacted at the meeting as originally called. Members present at any meeting may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum. A meeting of the Members shall be held in the principal office of the Company or such other place as the Members shall reasonably designate.

6.2 **Voting.** Any action to be taken or item to be approved by the Members shall be done, unless otherwise indicated in the Act or this Agreement, by the vote or written Consent of the holders of a Majority in Interest of all Company Interests. If action is taken based upon the written Consent of less than all of the Members, prompt notice of the taking of the action shall be given to the Members who did not Consent to the action.
6.3 **Proxies.** Each Member may authorize any Person or Persons to act for it by proxy in all matters in which a Member is entitled to participate. Every proxy must be signed by the Member or its attorney-in-fact. Every proxy shall be revocable at the pleasure of the Member executing it.

6.4 **Election Not to Dissolve.** Notwithstanding anything to the contrary in this Agreement, the withdrawal, removal, bankruptcy, death, dissolution, adjudication of incompetence or other event which may cause a Person to cease being a Member of the Company under the Act shall not dissolve the Company and the Company shall not be required to be wound up except as described in Section 8.1.

**ARTICLE VII. TRANSFERABILITY OF MEMBERS' INTERESTS**

7.1 **Restrictions on Transfer of Company Interests.**

(a) No Transfer of any kind of a Company Interest may be made if the Company Interest sought to be Transferred, when added to the total of all other Company Interests Transferred within the period of twelve (12) consecutive months prior thereto, would, in the opinion of counsel for the Company, result in the Company being considered to have been terminated within the meaning of Section 708 of the Code, or any successor provision.

(b) No Transfer of any Company Interest may be made if counsel for the Company shall be of the opinion that the Transfer would be in violation of the Securities Act of 1933, as amended, or of any state securities or "Blue Sky" law (including any investment suitability standards) applicable to the Company.

(c) No transferee may become a Member unless all other Members unanimously consent.

7.2 **Transferees and Substituted Members.**

(a) If a Member dies, its personal representative, executor, administrator or trustee, or, if it is adjudicated incompetent, its guardian or conservator, or, if it becomes bankrupt, the receiver or trustee of its estate, shall have all the rights of an assignee only for the purpose of settling or managing the Member's estate and such power as the decedent or incompetent possessed to assign all or any part of its Company Interest, all subject to and consistent with the provisions of this Agreement.

(b) Except as provided herein, the Company need not recognize for any purpose any Transfer of all or any fraction of a Company Interest unless there shall have been filed with the Company a duly executed and acknowledged counterpart of the instrument making the Transfer and the instrument evidences the written acceptance by the transferee of all of the terms and provisions of this Agreement and represents that the Transfer was made in accordance with all applicable laws and regulations. If all of the requirements set forth in the foregoing sentence are satisfied, the transferee shall still only be treated as a mere assignee of the assigning Member's economic interest in the Company, and shall have no other rights of a Member of the
Company under this Agreement or under the Act and shall have no right to vote as a Member or otherwise participate in the management of the Company, unless the assignment is unanimously approved in writing by all of the Members (which approval may be granted or withheld by each Member, in its sole discretion, for any reason or for no reason, with or without cause). Any Person who is a transferee of all or any fraction of a Company Interest who has satisfied the requirements of this Agreement to otherwise become a Member shall be recognized as a Substituted Member if and only if and when such requirements have been determined to be satisfied by the other Members and such Person shall have paid all reasonable legal fees and filing costs in connection with its substitution as a Member; provided, however, that as noted above the substitution of any transferee of a Company Interest as a Substituted Member shall be subject to the Consent of all of the Members.

(c) Any Member who shall assign its entire Company Interest shall cease to be a Member of the Company.

(d) A Person who is the transferee of all or any fraction of a Company Interest and desires to make a further Transfer of such Company Interest, shall be subject to all the provisions of this Article VII to the same extent and in the same manner as any Member desiring to make a Transfer of its Company Interest.

7.3 **Buy Back Options.**

(a) The Company shall have the options described in the next paragraph of this Section 7.3(a) with respect to any Person who holds a Company Interest if any of the following events (together with any other events which give rise to an option to purchase under this Section 7.3, "Triggering Events") has occurred with respect to such holder or (if the holder acquired its interest in the Company Interest due to a Triggering Event related to its predecessor in interest) such holder's predecessor in interest:

1. If the holder (or its predecessor in interest) appoints or has appointed a receiver or custodian for all or a substantial portion of its assets;

2. If the holder (or its predecessor in interest) makes or consents to an assignment for the benefit of creditors or a common law composition of creditors;

3. If the holder (or its predecessor in interest) files a voluntary petition of bankruptcy or is otherwise adjudged bankrupt or has entered against it an order for relief in any bankruptcy or insolvency proceeding which is not discharged within thirty (30) days;

4. If the Company Interest of the holder (or its predecessor in interest) shall be levied on for execution, and such is not discharged within thirty (30) days, or is awarded by judicial decree or judgment to any other Person, including the spouse or former spouse of the holder pursuant to a divorce or separation proceeding;
(5) If the holder (or its predecessor in interest) dies, is dissolved, or becomes legally incompetent or votes to dissent from a merger that is approved pursuant to the provisions of this Agreement, or if the holder (or its predecessor in interest) breaches any contractual obligations owed by the holder (or its predecessor in interest) to the Company, whether under this Agreement or under any employment agreement or other agreement, including any provisions of any covenant not to compete; or

(6) If the holder (or its predecessor in interest) is a corporation, limited liability company, partnership, trust or other similar entity and such entity suffers a change of fifty percent (50%) or more of the ownership of the equity securities or other beneficial interests therein or sells or otherwise transfers substantially all of its assets.

If any of the Triggering Events described above in this Section 7.3(a) occurs, then the Company, acting by Majority in Interest of those Members other than the holder of the Company Interest described above, shall have an option (A) to purchase all, but not less than all, of such holder's Company Interest at the price and on the terms specified in Section 7.4, or (B) to demand that the Company be liquidated and dissolved, in which case all Members shall vote in such manner to cause such liquidation and dissolution, or (C) to continue as permitted by law after the Triggering Event described above with any successor to such holder being treated as a mere assignee of the interest thereof, with no right to participate in the management of the Company (unless approved for membership in accordance with this Agreement).

If the Company exercises the option to purchase or liquidate as granted under this Section 7.3, it shall do so by notifying the holder of the Company Interest being purchased (or its legal successor) of this decision any time within ninety (90) days after it becomes aware of the occurrence of the Triggering Event, even though it may have been cured before the notice of exercise or any bankruptcy petition may have been dismissed or otherwise discharged. The Company's option to purchase shall be enforceable by injunctive relief.

7.4 Purchase Price and Terms.

(a) Except as otherwise specifically provided herein, the purchase price for any Company Interest to be sold pursuant to options or requirements contained in this Agreement shall be equal to the value of the Company last agreed upon by the Members hereunder before the event precipitating the purchase of such interest (the "Agreed Value"), divided by the total number of Company Units, then multiplied by the number of Company Units being purchased in connection with the acquisition of the seller's interest in the Company. Initially, the Agreed Value shall be equal to the value of the Company's aggregate Capital Contributions as indicated on Exhibit A. The Agreed Value may from time to time be altered only by obtaining the signature of Members holding at least 80% of the Company Interests on a document in substantially the form of Exhibit C.

If more than thirteen (13) months have elapsed since the last time that the Agreed Value has been properly set, whether by this Agreement or by revision, the Agreed Value shall be deemed by an independent appraiser selected by the purchaser(s) and seller jointly. If they cannot agree on an appraiser, the purchaser(s) shall select one appraiser and the seller shall select
another, and the two appraisers shall in turn select a third appraiser, whose appraisal shall be controlling.

The valuation of the Company pursuant to this Section 7.4 shall be binding upon all parties to this Agreement and their successors and assigns. The costs of any appraisals required hereunder shall be borne fifty percent (50%) by the purchaser(s) and fifty percent (50%) by the seller.

(b) Except as otherwise provided herein, if a Company Interest is sold and purchased pursuant to the provisions of this Agreement, the payment terms shall be as follows: The purchase price shall be paid by a down payment of twenty percent (20%) of the total purchase price, with the balance being paid pursuant to a promissory note, bearing interest at a rate equal to one percent (1%) per annum over the applicable federal rate (as determined under Code Section 1274(d)) for mid-term loans made during the month of closing, and requiring twenty (20) equal quarterly payments of principal and interest, with payments commencing three (3) months following the time of closing, and secured by a first priority security interest in the Company Interest purchased, upon commercially reasonable terms and conditions.

(c) Except as otherwise provided herein, the closing on a purchase pursuant to an option set forth in this Agreement shall occur within thirty (30) days after the purchaser's written election to purchase. The specific time and place of closing shall be specified by the purchaser.

7.5 **Right of First Refusal.** If any Member shall receive an offer for the purchase of, or otherwise desires to sell, all or part of its Company Interest, that Member shall have the right to sell such Company Interest subject to the following limitations:

(a) The Member shall procure a bona fide written offer, signed by the prospective purchaser and containing all of the material terms of the offer.

(b) The Member shall promptly notify, in writing, the Company and all of its Members of all of the material terms of the offer.

(c) The Company shall have the option to elect, within sixty (60) days after receipt of such notice, to purchase all, but not less than all, of that portion of the Company Interest covered by the offer. Notwithstanding anything to the contrary, the Company's decision regarding whether to elect to purchase pursuant to the option contained in this Section 7.5(c) shall be made by Members holding a Majority in Interest of the Company Interests other than those of the Member contemplating the sale pursuant to this Section 7.5.

(d) If the Company does not exercise its option to purchase, the other Members shall have the option to elect, within thirty (30) days after the Company's option expires, to purchase all, but not less than all, of the portion of the Company Interest covered by the offer. If more than one such Member elects to exercise this purchase option, each such electing Member shall be entitled to purchase only that portion of the Company Interest covered
by the offer that corresponds to the percentage obtained by dividing such Member's Company Interest by the total of the Company Interests of all Members electing to so purchase.

(e) The options granted to the Company and to the Members under this Section 7.5 shall be exercisable on the same terms and conditions and at the purchase price set forth in the notice required by Section 7.5(a), or on the terms and conditions and at the purchase price set forth in Section 7.4, whichever the Company or the purchasing Member(s) shall elect.

(f) If any Member contemplates any Transfer other than a sale of all or a portion of its Company Interest, or if any Person seeks to obtain an interest in such Company Interest, whether by execution, judgment or otherwise, the Member or the party seeking to obtain the interest, as the case may be, shall notify, in writing, the Company and all other Members of the name and address of the prospective transferee, the extent of the Company Interest to be Transferred and all of the material terms and conditions of the contemplated Transfer, and the Company and the other Members shall have options to acquire the Company Interest in accordance with the terms and conditions of the options granted above in this Section 7.5 in connection with a sale.

(g) After the expiration of the options described above in this Section 7.5, the Member seeking to effect a sale or other Transfer shall be entitled to make the proposed sale or Transfer to the Person named in the relevant notice required by this Section 7.5, but only upon the terms and conditions and to the Person described in the notice and subject to the provisions of this Agreement. If such Transfer is not made within sixty (60) days after the expiration of the last of the options granted in this Section 7.5, the Company Interest shall automatically again become subject to the restrictions on Transfer stated herein.

7.6 Priority. In the event any condition or facts give rise to the application or possible application of simultaneous options under more than one Section of this Agreement to any particular set of facts, the parties holding the option(s) to purchase shall, acting by Majority in Interest, be entitled to elect whichever option(s) they desire to pursue.

7.7 Buy-Sell Option. At any time, any Member shall be entitled to serve written notice on all other Members stating a value of the Company ("Value"), and stating that such Member is willing to either sell all of its Company Interest to the other Members at a price equal to the Value multiplied by its Company Interest or to purchase all of the Company Interest of all of the other Members at a price equal to the Value multiplied by such Company Interest, whichever the other Members, as a group, elect. Upon receipt of such notice, the offeree-Members, as a group, shall be obligated to make an election by a Majority in Interest to either sell all of their Company Interest to the offeror-Members at such price or to purchase all of the offeror-Member's Company Interest at such price, which election shall be made in a writing delivered to the offeror-Member within sixty (60) days after receipt of the notice. In the event the offeree-Members fail to respond within said sixty (60) day period, such failure shall be deemed an election by the offeree-Members to sell all of their Company Interest to the offeror-Member at such price. In the event that the offeree-Members elect as a group to purchase the offeror-Member's Company Interest, each offeree-Member shall purchase the portion of the offeror-Member's Company Interest obtained by dividing each offeree-Member's Company
Interest by the total of the Company Interest of all of the offeree-Members. The closing of any purchase pursuant to this Section 7.7 shall be held not less than thirty (30) nor more than sixty (60) days after an election by the offeree-Members is made or deemed to be made. At the closing, the entire purchase price shall be paid in cash in exchange for the assignment of the Company Interest sold.

7.8 Transfer of Company Interest to a Revocable Living Trust. Notwithstanding the restrictions on transfer imposed by Article 7, any individual Member may transfer all or any of his Company Interest to a revocable living trust, provided that the right to vote the Company Interest is retained by that Member in a fashion satisfactory to counsel for the Company, and further provided that such transfer is expressly made subject to the terms of this Agreement. If such a transfer is made, the Trustee of the revocable living trust shall be considered to be the "Personal Representative" of that Member, and shall be deemed to have qualified as of the date of death, and the trust, through its trustee or successor trustee, shall be deemed to be a Member for all purposes under this Agreement with the same rights and privileges and obligations as those imposed hereunder on the individual Member assigning such Company Interest to the trust.

ARTICLE VIII. DISSOLUTION AND LIQUIDATION OF THE COMPANY

8.1 Events Causing Dissolution.

(a) The Company shall dissolve and commence winding up and liquidating and shall thereafter terminate upon the happening of any of the following events:

(1) Election by a Majority in Interest of the Members to dissolve, wind up, and liquidate the Company; or

(2) Happening of any other event requiring the dissolution of the Company under the laws of the State of Michigan and not otherwise addressed specifically in this Agreement.

(b) Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until a certificate of dissolution shall have been filed and the assets of the Company shall have been distributed as provided in this Agreement. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Members, as such, shall continue to be governed by this Agreement.

8.2 Liquidation and Winding Up.

(a) Upon the occurrence of a dissolution event described in Section 8.1, the Company shall continue for the sole purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members; and the Members or any other Person selected by the Members (a "Liquidator"), shall take account of the Company assets and liabilities, and the assets shall be liquidated as promptly as is consistent with obtaining
their fair market value, and the proceeds of the liquidation, to the extent sufficient, together with assets distributed in kind, shall be applied and distributed in accordance with Section 4.2.

(b) Distributions pursuant to this Section 8.2 may be made in cash or in kind as the Members in their sole discretion or the Liquidator in its sole discretion shall determine. The Members' Capital Account balances shall be appropriately adjusted before any distributions pursuant to this Section 8.2 to reflect sales or other dispositions by the Company giving rise to Capital Account adjustments and to reflect the Capital Account adjustments that would have occurred had any Property to be distributed in kind to the Members been sold for fair market value by the Company prior to distribution.

(c) In the event the Company is "liquidated" within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts in compliance with Regulation Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article VIII may be:

(1) Distributed to a trust established for the benefit of the Members for the purpose of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members or the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(2) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

8.3 No Liability for Return of Capital. Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company in accordance with the terms hereof, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations. No Member shall be personally liable for the return of all or any portion of the Capital Contributions of the Members. Any such return shall be made solely from Company assets.

ARTICLE IX. BOOKS AND ACCOUNTING REPORTS
9.1 **Books and Records.** The books and records of the Company shall be maintained at the principal office of the Company. The records required by the Act to be kept at the Company's principal office are subject to inspection and copying by any Member or its duly authorized representative during ordinary business hours at the reasonable request and expense of such Member.

9.2 **Tax Accounting.** The books of the Company shall be kept on such cash or accrual method as the Members shall reasonably establish, consistent with tax law requirements, and the Company's fiscal year shall end on December 31 or such other day as the Members shall reasonably establish consistent with the requirements of the Code.

9.3 **Bank Accounts.** The bank and other financial accounts of the Company shall be maintained in such institutions as the Members shall determine, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as the Members may determine. All deposits and other funds not needed in the operation of the business may be invested as the Members deem appropriate.

9.4 **Depreciation and Elections.** With respect to all depreciable assets of the Company, the Company may elect to use, so far as permitted by the provisions of the Code, accelerated depreciation methods; however, the Company may change to or elect some other method of depreciation so long as such other method is, in the opinion of the Members, most advantageous to a Majority in Interest of the Members. In the case of the transfer of a Member's interest in the Company pursuant to any provision hereof, the Company shall file the election specified by Section 754 of the Code.

**ARTICLE X. MISCELLANEOUS PROVISIONS**

10.1 **Amendments.** Each Member and Substituted Member shall become a signatory of this Agreement by signing such number of counterpart signature pages to this Agreement or such other instrument or instruments, and in a manner and at a time, as the Members shall determine. By so signing, each Member and Substituted Member as the case may be, shall be deemed to have adopted, and to have agreed to be bound by, all the provisions of this Agreement, as amended from time to time in accordance with the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been accepted by the Members pursuant to the provisions of this Agreement.

10.2 **Further Action.** Each Member, upon the request of a Majority in Interest of the Members, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.3 **Time.** Time is of the essence with respect to the rights and obligations arising under this Agreement.
10.4 Specific Performance and Damages. The Members understand and agree that any Member may suffer irreparable damage in the event that this Agreement is not specifically performed according to its terms. Accordingly, the Members agree that all the terms of this Agreement will be enforceable in a court having equity jurisdiction by a decree of specific performance or by injunction or by both; provided, however, that the foregoing will not be construed as prohibiting any of the Members from pursuing any additional remedies for a breach or threatened breach of this Agreement, including the recovery of damages.

10.5 Expenses. Except as otherwise expressly provided in this Agreement, each party shall pay all of its respective costs and expenses incident to its negotiation, preparation and performance of this Agreement and all transactions contemplated in this Agreement, including, but not limited to, the fees, expenses and disbursements of its counsel and accountants.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other party.

10.7 Schedules and Exhibits. The schedules and exhibits referred to in this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein.

10.8 Interpretation. All definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. As used in this Agreement, the words "include," "includes," and "including" shall be deemed to be followed by the phrase "but not limited to." As used in this Agreement, the terms "herein," "hereof," and "hereunder" shall refer to this Agreement in its entirety. Any references in this Agreement to "Sections" or "Articles" shall, unless otherwise specified, refer to Sections or Articles, respectively, of this Agreement.

10.9 Brokers' and Finders' Fees. Each party represents that it has not incurred, and shall not incur any liability for brokers' or finders' fees or agents' commissions in connection with this Agreement or the transactions contemplated by this Agreement. Each party hereby indemnifies and holds harmless the other parties for any such fees or commissions resulting from its actions.

10.10 Applicable Law; Jurisdiction; Venue. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any and all actions concerning any dispute arising hereunder shall be filed and maintained in the Circuit Court of Kent County, Michigan or the federal District Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.
10.11 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns, heirs and personal representatives. Neither party may assign or delegate this Agreement, except as expressly contemplated herein, without the prior written consent of all of the other parties.

10.12 **Modification.** This Agreement cannot be amended, altered or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced.

10.13 **Waiver.** No provision of this Agreement shall be waived by any party hereto, unless such waiver is in a writing, signed by a duly authorized representative of the party against whom such waiver is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

10.14 **Severability.** The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

10.15 ** Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications and understandings and all prior oral and written communications, agreements and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

10.16 **Notices and Payments.** All notices and demands required or permitted by this Agreement shall be in writing. An e-mail communication shall be considered a written communication. All notices, demands and payments required or permitted by this Agreement shall be deemed properly made (a) upon personal delivery to the relevant address set forth below or such other relevant address as may be specified in writing by the relevant party, or (b) upon deposit in the United States mail, registered or certified mail, or with a recognized overnight courier, postage prepaid, addressed to the relevant address set forth below or such other relevant address as may be specified in writing by the relevant party, or (c) upon receipt by a Person of an e-mail communication at the relevant e-mail address set forth below or such other relevant address as may be specified in writing by the relevant party. Proof of sending any notice, demand or payment shall be the responsibility of the sender.
10.17 **Headings.** The headings used herein have been used for the convenience of the parties and are not to be used in construing this Agreement.

[Signatures on next page]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth in the heading.

GRR7 Land Investments LLC

By: JAMES 127, LLC
   By: Michael A. McGraw, Member
   Its: Member

MEMBERS:

JAMES 127, LLC

By: Michael A. McGraw, Member

THE MICHAEL R. MCGRRAW & JENNIFER L. MCGRRAW LIVING TRUST

By: Michael R. McGraw, Trustee

THE ROBERT F. SORENSEN LIVING TRUST

By: Robert F. Sorenson, Trustee

JOSHUA D. MCGRRAW

By: Joshua D. McGraw, an individual

MARK A. WOUDSTRA

By: Mark A. Woudstra, an individual

BRAD D. MOONEY

By: Brad D. Mooney, an individual
### EXHIBIT A

<table>
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<th>Name</th>
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<th>Company Units</th>
<th>Company Interest</th>
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<td><strong>100</strong></td>
<td><strong>100%</strong></td>
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</table>
EXHIBIT B

DEFINITIONS

"Adjusted Capital Account Deficit" means the deficit balance, if any, in a Member's Capital Account (i) increased by (a) to the extent provided in Regulation Section 1.704-1(b)(2)(ii)(c), the amount of any unconditional obligation of such Member imposed by state or local law to make contributions to the Company, and (b) the amount the Member is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(i) and 1.704-2(i)(5), and (ii) decreased by the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition is intended to comply with the requirements of the alternate test for economic effect contained in Regulation Section 1.704-1(b)(2)(ii)(d).

"Adjusted Capital Contribution Account" means a financial account to be maintained by the Company for the Members, which account shall be equal to the total amount of cash contributed to the capital of the Company by all of the Members and decreased by amounts distributed to the Members pursuant to Article IV.

"Affiliate" means (i) any Person directly or indirectly controlling, controlled by or under common control with another Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person, (iii) any officer, director, or Member of such Person, and (iv) if such Person is an officer, director, or Member, any Company for which such Person acts in that capacity.

"Agreement" means this Operating Agreement for GRR7 Land Investments LLC, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement (including exhibits and schedules) as a whole, unless the context otherwise requires.

"Articles of Organization" mean the articles of organization filed with the Corporate Division of the Michigan Bureau of Commercial Services, on May 18, 2015, for the purpose of forming the Company.

"Capital Account" means the account defined in Section 3.2.

"Capital Contribution" means the total amount of cash or the gross asset value of any property other than cash contributed to the capital of the Company (prior to the deduction of any expenses) by all the Members or any class of Members or any one Member, as the case may be (including the predecessor holders of the Company Units of such Members or Member).

"Cash Flow" means, with respect to any fiscal year, cash receipts from Company operations, without deduction for depreciation or cost recovery deductions, but after deducting cash receipts used to pay operating expenses, Debt Service and capital expenditures.
"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of succeeding law).

"Company" means GRR7 Land Investments LLC, the limited liability company formed pursuant to this Agreement.

"Company Interest" means the extent (expressed as a percentage) to which a Person is entitled to participate in net income and gain, net loss and Disbursable Cash and all other attributes of ownership to which a Member is entitled under this Agreement. Unless otherwise provided herein, such percentage(s) shall be determined with reference to the proportionate ownership of Company Units held by such Person.

"Company Unit" means a Company Interest represented by a specified Capital Contribution per Company Unit, or if no "per unit" amount is specified, represented by a Capital Contribution for the number of Company Units as indicated on Exhibit A. The Holder of Company Units will, subject to the provisions of this Agreement, be entitled to participate in allocations of net income and gain, net loss, and Disbursable Cash and all other attributes of ownership.

"Consent" means either the consent given by vote at a meeting called and held in accordance with the provisions of this Agreement or the written consent, as the case may be, of a Person to do the act or thing for which the consent is solicited, or the act of granting the consent, as the context may require. Reference to a specified percentage in interest of the Members means Members whose combined Company Interests represent such specified percentage, respectively, of the Company Interests of all Members entitled to vote on the matter.

"Debt Service" means all payments of principal, interest or premium or other finance charges required to be made in connection with any loan to the Company.

"Disbursable Cash" means, with respect to any fiscal period, Cash Flow less any amounts set aside from Cash Flow for the restoration or creation of Reserves.

"Liquidity Event" means any of the events described in Section 8.1 causing the dissolution of the Company.

"Majority in Interest" means, with respect to any group of Members or holders of Company Interests voting on or affected by any particular matter, those Members or holders having more than fifty percent (50%) of the Company Interests of all such Members or holders comprising the group voting or affected.

"Member" means any Person who is a Member at the time of reference, in such Person's capacity as a Member of the Company. If a Person is a Member immediately before the purchase or other acquisition by such Person of a Company Interest, then such Person shall have all the rights of a Member with respect to such acquired Company Interest.
"Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulation Section 1.704-2(i)(3).

"Member Nonrecourse Debt" has the meaning set forth in Regulation Section 1.704-2(b)(4) for Partner Nonrecourse Debt.

"Member Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(i)(2) for partner nonrecourse deductions. The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Member Minimum Gain attributable to such Member Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such distributions are from the proceeds of such Member Nonrecourse Debt and are allocable to an increase in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(2).

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined according to the provisions of Regulation Section 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulation Section 1.752-1(a)(2).

"Notification" means a writing containing the information required by this Agreement to be communicated to any Person, sent by registered, certified or regular mail, or by reputable commercial overnight delivery service, postage prepaid, to the Person at the last known address of the Person. The date of registry of the Notification or the date of the certified receipt in the case of registered or certified mail shall be deemed the date of Notification; provided, however, that any written communication containing the information required to be communicated to the Person and actually received by the Person shall constitute Notification for all purposes of this Agreement.

"Person" means any natural person, partnership, limited liability company, corporation, trust, association or other legal entity.

"Property" means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

"Regulation" means a treasury regulation promulgated under the Code, and any replacement thereto.
"Reserves" means, with respect to any fiscal period, payments made or amounts allocated during the period to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, Debt Service, repairs, replacements or renewals, or other costs and expenses incident to the ownership or operation of the Company's business and for any future growth or capital acquisitions the Members may contemplate.

"Substituted Member" means any Person admitted to the Company as a Member pursuant to the provisions of Section 7.2.

"Supermajority in Interest" means, with respect to any group of Members or holders of Company Interests voting on or affected by any particular matter, those Members or holders having more than eighty percent (80%) of the Company Interests of all such Members or holders comprising the group voting or affected.

"Transfer" means any sale, exchange, pledge, assignment, encumbrance or other transfer of any kind.

"Triggering Event" means an event described as such in Section 7.3.
SECOND AMENDED AND RESTATED DECLARATION OF EASEMENTS

The MACATAWA LEGENDS HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation, of 42 East Lakewood Blvd, Holland, Michigan 49424 ("Master Association"), hereby makes this Second Amended and Restated Declaration of Easements regarding the real estate legally described on the attached Exhibit A (the “Community”).

This Second Amended and Restated Declaration of Easements ("Declaration") is based upon the following facts:

A. The Community is subject to an Amended and Restated Declaration of Easements dated March 8, 2005, and recorded March 14, 2005 at Liber 4805 Page 355, Ottawa County Records, as amended by Amendment No. 1 to Amended and Restated Declaration of Easements dated June 28, 2005 and recorded at Liber 4903, Page 45 Ottawa County Records, and by Amendment No. 2 to Amended and Restated Declaration of Easements dated September 3, 2015, and recorded on September 4, 2015 at Document Number 2015-0034366, Ottawa County Records (collectively the “Original Declaration”).

B. The Master Association is the governing association responsible for maintaining the Easements and performing certain other tasks as described in this Declaration.

C. Pursuant to Section 26(b) of the Original Declaration, the Master Association has the authority to amend the Original Declaration upon the unanimous consent of all the Members. By signing below the President and Secretary of the Master Association affirm that all Members of the Master Association have duly approved and consented to this Declaration.

D. This Declaration is given without consideration and is exempt from the real estate transfer taxes under MCLA Sections 207.505(a) and 207.526(a) because the value of the consideration given is less than One Hundred Dollars ($100).

E. This Declaration amends and restates in its entirety the Original Declaration. The Original Declaration is terminated and released in full.

Accordingly, the Master Association declares as follows:

1. Definitions. As used in this Declaration, the terms set forth below shall have
the following meanings:

(a) "Community" means the Golf Course, and the nearby residential site and volume condominiums and/or other residential developments Developer and its affiliates and their respective successors and assigns are establishing on the real estate located in Ottawa County, Michigan, described on Exhibit A attached to this Declaration, as such real estate may be expanded or contracted in the future by Developer's unilateral recording of an amendment to this Declaration adding additional real estate to or removing real estate from the definition of the real estate and Parcels benefited and burdened by this Declaration. The Community is currently known as the Macatawa Legends Community.

(b) "Community Improvements" means the Roadways, Entry Roads, Sidewalks, Roadway Amenities, Drainage Facilities, Cart Paths, Landscape Elements and Parking Lots.

(c) "Condominium" means a condominium project established by Developer and/or its affiliates and their respective successors and assigns within the Community. Currently, Developer or its successors, assigns or affiliates have established the following Condominiums: The Traditions of Macatawa Legends Condominium, The Park Homes of Macatawa Legends Condominium, Golf Point of Macatawa Legends Condominium, The Village Green of Macatawa Legends Condominium, The Estates of Macatawa Legends Condominium, The Club Ten of Macatawa Legends Condominium, The Sports Club of Macatawa Legends Condominium, The Grove of Macatawa Legends Condominium, The Townhomes of Macatawa Legends Condominium, The Fairways of Macatawa Legends Condominium and the Villas of Macatawa Legends Condominium.

(d) "Condominium Association" means the association of co-owners that administers a Condominium.

(e) "Developer" originally referred to Partners Fore Development Group, LLC, a Michigan limited liability company, who was the original Developer of the Community. As of January 1, 2016, the term "Developer" refers to its successor, Signature Land Development Corporation, a Michigan corporation, or its successors or assigns.

(f) "Easements" means the easements established by this Declaration.

(g) "Expenses of Administration" means all the expenses incurred by the Master Association in performing its duties under this Declaration, and its Articles of Incorporation, Bylaws and Rules and Regulations, including, without limitation, the expenses of maintaining, repairing, replacing and upgrading Easements and Community Improvements, providing holiday decoration services, obtaining insurance, and hiring a professional management company to oversee these activities.

(h) "Golf Club Owner" means the Parcel Owner who owns the Golf Course.

(i) "Golf Course" means the Macatawa Legends Golf Course and related club
house and athletic facilities, excluding, however, any real estate held for development and not used as part of the Macatawa Legends Golf Course and related club house and athletic facilities.

(j) "Maintenance Assessment" means any assessment of a Parcel Owner by the Master Association for the Parcel Owner's share of Expenses of Administration provided for under this Declaration.

(k) "Master Association" means Macatawa Legends Homeowners Association, a Michigan nonprofit corporation, the association of Members charged with maintaining the Easements and performing certain other tasks as described in this Declaration.

(l) "Master Association Documents" means this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Master Association.

(m) "Member" means a Member as defined in the Master Association's Articles of Incorporation. "Members" shall mean all such Members.

(n) "Parcel" means any one of the Golf Course, the Condominiums and any other parcel of land not within the Golf Course or Condominiums, but within the Community. "Parcels" shall mean all such Parcels.

(o) "Parcel Owner" means any one of the Golf Club Owner, the Condominium Associations, the owners of units in the Condominiums and the owner of any other Parcel. "Parcel Owners" shall mean all such Parcel Owners.

(p) "Roadways" means those private roads within the Community as described and depicted on the attached Exhibit B. Roadways do not include the Entry Roads.

(q) "Entry Roads" means those roads described and depicted as Entry Roads on the attached Exhibit C.

2. Easement for Ingress and Egress.

(a) Developer establishes an easement for private pedestrian and vehicular ingress and egress over and across the real estate described on Exhibit B and Exhibit C attached to this Declaration (collectively the "Roadway Easement Areas"). Such easement shall also entitle the Developer and Master Association and their respective contractors to (i) construct, maintain, tie into, plow snow from, pave, repair and replace the Roadways and Entry Roads, (ii) construct, maintain, tie into, pave, repair and replace (but not remove snow from) adjacent sidewalks ("Sidewalks") and (iii) to construct, maintain, tie into, repair and replace other amenities, such as traffic signs and street lights (collectively, "Roadway Amenities") within the Roadway Easement Areas. The Master Association shall perform all necessary maintenance, repair and replacement (including, without limitation, paving, striping and snowplowing) of the Roadways and Entry Roads, and all necessary maintenance repair and replacement (but not...
snowplowing) of Sidewalks, and maintenance, repair and replacement of the Roadway Amenities. The Master Association may also place holiday decorations within the Roadway Easement Areas. It will be the responsibility of each Member to remove snow at its discretion from any sidewalks situated on the respective Member’s Parcel.

(b) The Roadways and Entry Roads are private, and no public funds are available or will be used to construct, reconstruct, maintain, repair, improve or plow snow from the Roadways or Entry Roads. Nothing in this Declaration shall prohibit the Developer or Master Association from creating new roads that are public, or from seeking to convert Roadways or Entry Roads from private to public. Although the Master Association would not be responsible to maintain any public roads, such public roads within the Community shall be considered Roadways for purposes of calculating Road Weighted Shares under Section 17(b) of this Declaration.

(c) As to any Roadways located in Park Township, if repairs and maintenance of the Roadways are not made so as to maintain the Roadways in reasonably good and usable condition, Park Township shall have the authority, but not the obligation, to repair and replace the Roadways and assess the Parcel Owners having frontage on the Roadways repaired or replaced for the total cost of the repair and maintenance, plus an administrative fee in the amount of ten percent (10%) of that total cost. Any person purchasing a Parcel having frontage on any Roadways located in Park Township shall be deemed to have petitioned for the repair and maintenance of those Roadways as is provided by Michigan Public Act 188 of 1954, as amended, or any similar successor state statute authorizing the special assessment by townships of the cost of the maintenance and repair of a private road, and to have consented in all respects to the imposition of a special assessment pursuant to Michigan Public Act 188 of 1954, as amended, or such successor statute for the cost for Park Township to repair and maintain the Roadways.

(d) Each Parcel Owner shall refrain from prohibiting, restricting, limiting or in any manner interfering with the normal ingress and egress and use by other Parcel Owners who use the Roadways and Entry Roads as provided in this Declaration. This provision shall also apply to the owners’ family members, guests, invitees, agents, emergency vehicles and others bound to or returning from any of the Parcels.

(e) The Developer reserves the right to construct other roads, either public or private, within the Community. Upon completion, such additional roads will become Roadways as defined herein, subject to the provisions of Section 2(b) above. Developer reserves the right to Amend this Declaration to add the legal description of such additional Roadways to Exhibit B.

4. Drainage Easement. Developer establishes an easement for private storm water drainage and detention purposes over, under and across the Roadway Easement Areas and the real estate described on Exhibit D attached to this Declaration (collectively, "Drainage Easement Areas"). The Drainage Easement Areas include easements for six drainage pond areas as described and depicted on the attached Exhibit D (labeled Pond 1, Pond 2, Pond 3, Pond 4, Pond 5, and Pond 6), together with an easement for the “Entry Pond” described and depicted on the attached Exhibit D. Such easement shall also entitle the Developer and Master Association and their respective contractors to enter upon the Drainage Easement Areas to install, maintain, tie into, repair and replace any drainage pipes, ditches, ponds or other drainage facilities (collectively, "Drainage Facilities") now or in the future located within the Drainage Easement Areas. The
Master Association shall perform all necessary maintenance, repair and replacement of the Drainage Facilities.

5. **Cart Path Easement.** Developer establishes an easement for private pedestrian, bicycle, Golf Course maintenance equipment and golf cart ingress and egress over and across the real estate described on Exhibit E attached to this Declaration ("Cart Path Easement Areas"). Such easement shall also entitle the Developer and Master Association and their respective contractors to construct, maintain, tie into, plow snow from, pave, repair and replace cart paths ("Cart Paths") within the Cart Path Easement Areas. The Master Association shall perform all necessary maintenance, repair and replacement of the Cart Paths. The Master Association shall not be required to remove snow, however, from the Cart Paths.

Portions of the Cart Paths cross 144th Avenue by a bridge ("Bridge"). The Bridge is subject to a Bridge Construction, Use, and Maintenance License Agreement between the Golf Club owner and the Board of County Road Commissioners of the County of Ottawa ("Road Commission") pursuant to which the Golf Club Owner was granted a revocable license by the Road Commission to construct and use the Bridge. The rights granted by Developer over the Bridge portion of the Cart Path Easement Area are subject to the continued existence and availability of the Bridge. Further, use of the Bridge portion of the Cart Path Easement Area is also subject to the following rules:

a. The Bridge may only be used by the Road Commission, or Golf Club Owner officials, agents, employees, invitees, licensees, and members and owners and lessees of property in the Macatawa Legends Community and permitted guests.

b. The Bridge may not be used for any unlawful purpose, or in any way that endangers the safety of any person, creates a nuisance, or could result in damage to the Bridge.

c. No signs, banners, advertisements, written communications, or lighting may be placed on or displayed from the Bridge without the prior written consent of the Road Commission.

d. Persons may not stop on the Bridge.

e. No object may be knocked off or thrown or dropped from the Bridge.

Any violation of the rules with respect to Bridge usage may result in the loss of the right to use the Bridge, or other appropriate penalties.

Users of the Bridge are requested to immediately notify the Golf Club Owner of any dangerous condition they observe with respect to the Bridge or any inappropriate activities to other users on the Bridge.

6. **Landscape Easement.** Developer establishes an easement for landscaping purposes over, under and across the real estate described on Exhibit F attached to this
Declaration ("Landscape Easement Areas"). Such easement shall also entitle the Developer and Master Association and their respective contractors to enter upon the Landscape Easement Areas to install, maintain, tie into, repair and replace any trees, shrubs, flowers or other landscaping elements, including, without limitation, signs advertising the Community, Golf Club (including any Golf Club restaurant) and/or Condominiums (collectively, "Landscape Elements") now or in the future located within the Landscape Easement Areas. For so long as the Developer owns any Parcel, or any unit within a Condominium, Developer shall also have the right to maintain real estate for sale signs within the Landscape Easement Areas, provided such signs shall not be greater than 32 square feet. The Master Association shall perform all necessary maintenance, repair and replacement of the Landscape Elements. The Master Association may also place holiday decorations within the Landscape Easement Areas.

7. Parking Easement. Developer establishes an easement for vehicle parking lots and associated maneuvering areas over and across the real estate described on Exhibit G attached to this Declaration ("Swimming Pool Parking Easement Area"). Such easement shall also entitle the Developer and Master Association and their respective contractors to construct, maintain, tie into, pave, repair and replace vehicle parking lots and associated maneuvering areas ("Parking Lots") within the Swimming Pool Parking Easement Area. The Master Association shall perform all necessary maintenance, repair and replacement (including, without limitation, paving, and striping) of the Parking Lots. The Golf Club, however, will be responsible for all snow removal from the Parking Lots.

8. Initial Improvement of Easements; Relocation; Encroachments.

(a) The Developer intends that it, or any successor developer who has purchased the affected Parcel from the Developer and assumed responsibility for such construction, shall perform the initial construction of all Community Improvements, at its (or their) expense. Neither the Developer, nor any such successor developer, shall have any legal obligation to perform such initial construction, unless the Developer or such successor developer has identified such Community Improvements as "must be built" in Condominium documents, or otherwise committed in a legal binding agreement to build such Community Improvements. In addition, the Master Association may, in its discretion, install or upgrade any Community Improvements. For so long as the Developer (or any assignee of the Developer, as noted below) owns any Parcel, all plans and specifications for the installation or upgrade of any Community Improvements shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld. The Developer may assign its approval rights under this subparagraph to a successor developer who has purchased and is developing one or more Parcels.

(b) Until such time as the Developer, or any successor developer who has purchased the affected Parcel from the Developer and assumed responsibility for such construction, shall perform the initial construction of the Community Improvements required to make use of any of the Easements, such person may elect to relocate the Easement to another location on any Parcel then owned or controlled by such person. In order to accomplish the relocation, the Developer expressly reserves the right to, and such person shall, unilaterally prepare, sign and record at its expense, an appropriate amendment
to this Declaration accomplishing the relocation.

(c) Notwithstanding the easement grants set forth above in this Declaration, or so long as the Developer (or any successor developer to whom the Developer expressly assigns the rights set forth in this Declaration) owns any interest in the Community, the Developer (or such successor developer) reserves the right to approve the placement of structures, utility boxes and risers and other improvements within the scope of the Easements, so long as they do not encroach over the pavement of the Roadways, Sidewalks, Cart Paths and Parking Lots. Thereafter, the Master Association shall have the right to approve such placements.

9. **Trash Collection.** The Developer reserves to the Master Association the exclusive right to approve any trash collection hauler, or to require all trash collection services within the Community be performed by a single service provider so as to provide for the uniform and efficient collection of trash from all Parcels within the Community. No trash collection service provider may use any of the Roadways, or otherwise operate within the Community, unless authorized to do so by the Master Association.

10. **Holiday Decorations.** The Developer reserves to the Master Association the exclusive right to place holiday decorations within the Roadway Easement Areas and Landscape Easement Areas, and to enact rules and regulations that may, at the option of the Master Association, permit Members and/or Parcel Owners to place holiday decorations in those areas. The Developer has done so in order to provide for the uniform and tasteful decoration of the Community during holidays. No other person may place holiday decorations in those areas, unless authorized to do so by the Master Association.

11. **Decisions Regarding Improvements, Maintenance and Services.** The decision as to whether the maintenance, repair or replacement of a Community Improvement is necessary, or as to the necessary scope of any other service provided under this Declaration, shall be made by the Master Association, in the exercise of its sole discretion.

12. **Insurance.** The Master Association shall, to the extent appropriate given the nature of the Easements and Community Improvements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (including, without limitation, directors' and officers' coverage), worker's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use, and maintenance of the Easements and Community Improvements and the administration of the affairs of the Master Association. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Master Association for the benefit of the Master Association, the Members, the Parcel Owners and their mortgagees, as their interests may appear. Where possible, such insurance shall (i) take the form of a "master" or "blanket" type policy of single entity insurance coverage and (ii) include what is commonly called "all risk" property coverage. It shall be each Member's and Parcel Owner's responsibility to obtain insurance coverage for his or her property located within the boundaries of his or her Parcel or elsewhere in the Community, and the Master
Association shall have absolutely no responsibility for obtaining such coverage. The Master Association and all Members and Parcel Owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this paragraph shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any Member, Parcel Owner or the Master Association, and, subject to the succeeding sentence, the Master Association and each Member and Parcel Owner waive, each as to the other, any right of recovery for losses covered by insurance. If full reimbursement to the Master Association is excluded by virtue of a deductible provision, the responsible Member and/or Parcel Owner shall bear the expense to the extent of the deductible amount. The liability of carriers issuing insurance obtained by the Master Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member and/or Parcel Owner, and vice versa.

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

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

(d) Proceeds of all insurance policies owned by the Master Association shall be received by the Master Association, held in a separate account, and distributed to the Master Association, the Members, the Parcel Owners and their mortgagees as their interests may appear; but whenever repair or reconstruction of the Community Improvements shall be required as provided below, the proceeds of any insurance received by the Master Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

13. Reconstruction or Repair. If all or any part of the Community Improvements shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged Community Improvement is a Roadway that affords the sole means of ingress and egress for any Parcel, or constitutes Drainage Facilities the lack of which endangers the health and/or safety of the occupants of any Parcel, then the Master Association shall diligently proceed to repair or replace it. If the damaged Community Improvement is of another sort, then the Master Association may repair or replace it in the Master Association's discretion.

(b) Any reconstruction or repair shall be performed substantially in accordance with the original plans and specifications for the damaged Community Improvement, to a condition as comparable as possible to the condition existing prior to damage, unless two-thirds (2/3) of the Members agree otherwise by a vote or in writing. If the damaged Community Improvement is a Roadway that affords the sole means of ingress and egress
for any Parcel, or constitutes Drainage Facilities the lack of which endangers the health and/or safety of the occupants of any Parcel, then the Member(s) whose Parcel(s) is affected must approve any change to the Roadway or Drainage Facilities from the original plans and specifications for them.

(c) The Master Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to a Community Improvement for which the Master Association has the responsibility of repair and reconstruction, the Master Association shall obtain reliable and detailed estimates of the cost to return the damaged Community Improvement to a condition as good as that existing before the damage.

(d) Any proceeds of casualty insurance for which the Master Association paid the premium, whether received by the Master Association, a Member or a Parcel Owner, shall be for the reconstruction or repair when reconstruction or repair is required by this Declaration. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Master Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs of such reconstruction or repair are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the assessments described in this Declaration and shall be payable when and as the Board of Directors of the Master Association shall determine.

14. **Eminent Domain.** The following provisions shall control upon any taking of Easements and/or Community Improvements by eminent domain:

(a) The Master Association, acting through its Board of Directors, may negotiate on behalf of all Members and Parcel Owners for any taking of Easements and/or Community Improvements. Any negotiated settlement shall be subject to the approval of at least two-thirds (2/3) of the Members and shall then be binding on all Members and Parcel Owners.

(b) If the taken Easement and/or Community Improvement is a Roadway Easement and/or Roadway that affords the sole means of ingress and egress for any Parcel that was not itself taken, or constitutes a Drainage Easement and/or Drainage Facilities the lack of which endangers the health and/or safety of the occupants of any Parcel that was not itself taken, then the Master Association shall diligently proceed to repair or replace it. If the damaged Community Improvement is of another sort, then the Master Association may repair or replace it in the Master Association's discretion.

(c) If there is any taking of any portion of the Easements and Community improvements, the condemnation proceeds relative to such taking shall be paid to the Master Association, and applied to repair or replace any of the taken Easements and/or Community Improvements to be replaced under the preceding subparagraph. If the Master
Association determines not to repair or replace any of the taken Easements and/or Community Improvements as permitted by the preceding subparagraph, then such condemnation proceeds shall be retained by the Master Association, and applied to defray the costs of the Master Association's activities. Notwithstanding the provisions of this subparagraph and the preceding subparagraph, if it is not reasonably possible for the Master Association to repair or replace any Easement and/or Community Improvement the Master Association is required to repair or replace under the first sentence of the preceding paragraph, then the condemnation proceeds received as a consequence of the taking shall be paid to the Parcel Owner(s) who directly suffered the loss, in proportion to the loss they suffered.

(d) If all or any portion of an Easement is taken by eminent domain, then the remaining portion of the Easement shall be resurveyed and this Declaration amended accordingly. Such amendment may be effectuated by an officer of the Master Association duly authorized by its Board of Directors without the necessity of execution or specific approval of it by any Members or Parcel Owners.

16. **Appointment of Master Association as Attorney-in-Fact.** Each Member and Parcel Owner other than the Developer, by accepting ownership of a Parcel, shall be deemed to appoint the Master Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning insurance and eminent domain pertinent to the Easements, Community improvements and services provided under this Declaration. Without limiting the generality of such appointment, the Master Association as attorney shall have full power and authority to purchase and maintain insurance, to collect and remit premiums for it, to collect insurance and condemnation proceeds and to distribute the same to the Master Association, the Members, the Parcel Owners and their respective mortgagees, as their interests may appear (subject always to the provisions of this Declaration), to sign and deliver releases of liability and to sign and deliver all documents and to do all things on behalf of such Members and Parcel Owners as shall be necessary or convenient to accomplish such objectives.

17. **Sharing of Maintenance Expenses.**

(a) Except as otherwise provided in this Declaration, if the Master Association elects or is legally required to maintain, improve, repair or replace some or all of the Community Improvements, it may initially pay the costs of doing so. However, Members shall ultimately share in such costs on the basis provided below, regardless of (i) the degree of use to which any Member or Parcel Owner puts the Easements and/or Community Improvements, and (ii) the location of any Parcel in relation to the Easements and/or Community Improvements. The Master Association shall assess each Member for his or her share of such costs as such costs are incurred or at such other time or in such other manner as the directors of the Master Association may in their discretion deem appropriate. For such purposes, the Master Association has broad discretion to calculate the respective shares owed based on the status of construction of the Community Improvements at any given time, and the date a Member joined the Master Association, so long as the Master Association re-calculates Members' respective shares no less often than annually. Each Member shall promptly reimburse the Master Association for his or her share of such costs, as reflected upon the statement tendered. The share of any Member whose Parcel is a
Condominium shall be deemed an expense of administration of such Condominium, assessed against the Parcel Owners owning units in that Condominium by the Condominium Association for that Condominium based on the respective percentages of value of the units in that Condominium, and paid by that Condominium Association to the Master Association.

(b) Each Member shall pay a share ("Road Weighted Share") of the cost of maintaining, repairing, replacing and upgrading the Roadways, Sidewalks, and Roadway Amenities, calculated as follows:

(i) If the Parcel (including, without limitation, the Golf Course) is a parcel of land, then the Member's Road Weighted Share shall equal the lineal frontage of the Parcel on the Roadways (but not Entry Roads), divided by the total lineal frontage of all the Roadways then included in the Community, times such cost. For example, if the lineal frontage of the Parcel is 300 feet, and all of the Roadways then included in the Community contain 5,000 lineal feet of frontage, then 300/5,000 = .06 share.

(ii) If the Parcel is a Condominium, then the Member's (i.e., Condominium Association's) Road Weighted Share shall equal the Condominium's undivided share of the lineal frontage of the units and common elements of the Condominium of which it is a part on the Roadways, divided by the total lineal frontage of all the Roadways then included in the Community, times such cost. For example, if the lineal frontage of the Condominium of which it is a part on the Roadways is 500 feet, and all of the Roadways then included in the Community contain 5,000 lineal feet of frontage, then 500/5,000 = .1 share.

(iii) As used in this Paragraph 17(b), a Parcel or Condominium that straddles a Roadway, is deemed to have lineal square footage of frontage on both sides of the Roadway.

(iv) Notwithstanding any provision of this Paragraph 17(b) to the contrary: (1) the Golf Course shall not be deemed to have any lineal frontage on the Roadway located in Park Township; (2) the balance of the Community located in Park Township and intended to be dedicated as The Estates of Macatawa Legends Condominium shall for all purposes be deemed to straddle the Roadway located in Park Township; (3) lineal frontage on a Roadway shall not be ascribed to a Parcel unless and until construction of the Roadway is substantially complete and open for passage; (4) lineal frontage on a Roadway shall not be ascribed to a Parcel owned by the Developer if that Parcel has not yet been dedicated as a Condominium, the Roadway does not serve the Golf Course or a portion of the Community where construction of residential dwellings has commenced and the Developer maintains that stretch of Roadway and any related Sidewalks, Roadway Amenities and Drainage Facilities at the Developer's sole cost and expense; (5) the 264' of lineal frontage on Georgian Bay Drive situated between the Park Homes of Macatawa Legends Condominium ("Park Homes") and the Village Green of
Macatawa Legends Condominium ("Village Green") shall for purposes of determining Road Weighted Share, be allocated 1/3rd each to (i) the Park Homes, (ii) the Village Green, and (iii) the Fairways of Macatawa Legends Condominium (the "Fairways"); (6) The Fairways, for purposes of determining Road Weighted Share, shall be deemed to straddle that portion of Georgian Bay Drive, consisting of the 392' of frontage on the northeast side of Georgian Bay Drive between the Village Green and Unit 6 of the Fairways; and (7) frontage along the north side of Phoenix Place not otherwise within the boundary of a condominium project, but immediately across from the Townhomes of Macatawa Legends ("Townhomes"), shall for purposes of determining Road Weighted Share be considered as belonging to the Townhomes.

(c) Every Member other than the Golf Club Owner (the "Non-Golf Club Owner Members"), shall pay a weighted share (the "Unit Weighted Share") of the costs of maintaining, repairing, replacing and upgrading the Entry Roads, Entry Pond, the costs of Insurance under this Declaration, and the cost of providing holiday decorations, if any, calculated as follows:

(i) If the Parcel is a Condominium, then the Member's (i.e., Condominium Association's) Unit Weighted Share shall equal the number of units legally created in the Condominium, divided by the total number of units in all other Member Condominium projects within the Community plus the Developer Unit Allocation, times such cost.

(ii) Any Parcel that consists of vacant undeveloped land owned by the Developer as of Jan 1, 2017, shall initially be considered to consist of 200 units for purposes of this calculation (the "Developer Unit Allocation"). The Developer Unit Allocation shall be reduced for each new Condominium unit legally created on these vacant undeveloped Parcels. A unit is considered legally created on the date the unit is established by means of a recorded Master Deed, or amendment to a Master Deed for a Condominium. The Developer's Unit Weighted Share of costs under this subsection (c) shall be the Developer Unit Allocation, divided by the total number of units in all other Member Condominium projects within the Community plus the Developer Unit Allocation, times such cost. Upon the creation and sale of 200 additional units within those areas that are not currently part of any existing Condominium, the Developer shall no longer be responsible to pay any portion of its Unit Weighted Share.

(iii) For example, if there are 15 units legally created in Golf Point, and a total of 136 units legally created in all Condominium projects within the Community, the weighted shares for the Golf Point of Macatawa Legends Condominium, and the Developer would be as follows:

\[
\text{Golf Point} = \frac{15}{136+200} = 4.46\%
\]

\[
\text{Developer} = \frac{200}{136 + 200} = 59.52\%
\]
(d) The costs to maintain, repair, replace and upgrade (i) all Drainage Facilities and Drainage Easement Areas, other than the Entry Pond, and (ii) the Swimming Pool Parking Lot, shall be allocated as follows: The Golf Course shall be responsible for ½ of all such costs with the remaining ½ of such costs allocated to the Non-Golf Club Members based on their respective Unit Weighted Share.

(e) The costs to maintain, repair, replace, and upgrade the Cart Paths, including the Bridge, shall be allocated as follows: The Golf Club Owner shall be responsible for one-third (1/3) of all such costs with the remaining two-thirds (2/3) of all such costs allocated to the Non-Golf Club Owner Members based on their respective Unit Weighted Share.

(f) Each Member whose Parcel is a Condominium (an “Association Member” shall pay a **Landscape Maintenance Fee** for the care and maintenance of the Landscape Elements. The Landscape Maintenance Fee for each Association Member shall be a base rate ("Base Rate") multiplied by the number of legally created units (as determined in Section 17(c)(ii) above) within the respective Association Member owned by non-Developer co-owners. The Developer shall not be responsible for any Landscape Maintenance Fees, and any Developer-owned units within an Association Member shall not be included in determining an Association Member’s Landscape Maintenance Fee. The initial Base Rate shall be $200 per legally created unit per year. The Base Rate shall be determined by the Master Association Board of Directors each year, and shall be payable by the Association Member to the Master Association on or before April 1 of each calendar year. It is anticipated, but not required, that the Master Association will contract with the Golf Course to have such maintenance performed.

18. **Records.** The Master Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the Master Association. Such books of account shall specify the maintenance and repair expenses for the Community Improvements and any other expenses incurred on behalf of the Master Association and Members. The Members may inspect the books of account during reasonable working hours on normal working days at a place the Master Association designates. Upon request by a majority of the Members, the books of account shall be reviewed by a qualified independent accountant, but such review need not be a certified audit nor must the accountants be certified public accountants. The cost of such review, and all accounting expenses, shall be an Expense of Administration. At least once a year, the Master Association shall prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Master Association. Any institutional holder of a mortgage lien on any Parcel who so requests shall be given a copy of the statement of financial condition within one hundred twenty (120) days following the end of the Master Association's fiscal year.

19. **Remedies for Breach of Declaration.**

(a) If any Member shall fail to pay any statement tendered to the Member, or his successors and assigns, for costs payable by the Member under the provisions of this Declaration within thirty (30) days after receipt of it, the amount of such statement, together
with annual interest on it at the lesser of ten percent (10%) or the maximum legal rate ("Default Rate"), plus reasonable attorney's fees necessary to collection, shall automatically become a continuing lien upon the Parcel of the Member billed, which lien shall be superior to all claims to such Parcel or Parcels except purchase money first mortgages, as well as an enforceable joint and several personal obligation of the Member. This means that if the Member is a Condominium Association, the lien shall attach to all units and common elements in that Condominium. The Master Association may, upon the failure of a Member to timely pay any statement tendered as provided above, record notice of the claim of lien against any such Parcel and thereafter pursue an action to foreclose that lien in any manner now or in the future permitted by law or equity, including, but not limited to, what is commonly known as a foreclosure by advertisement. In this regard, each Member grants the Master Association a power of sale and authorizes the Master Association to sell the Parcel to which delinquent charges are attributable or cause it to be sold at public auction and to deliver to the purchaser good and marketable title to the Parcel, subject only to any purchase money first mortgage. The proceeds received at such a sale shall be distributed in accordance with the priorities established by applicable law.

(b) Upon the failure of a Member to timely pay any statement tendered as provided above, the Master Association may, in addition to, or instead of, foreclosure: (i) obtain a personal money judgment against the obligor for the amount owed; (ii) proceed at law or in equity to compel compliance with the terms of this Declaration; (iii) exercise such other rights and remedies as are provided by applicable law; and (iv) recover the costs of proceeding to enforce the provisions of this Declaration, including, without limitation, reasonable attorney's fees.

(c) For a violation or a breach of any of the provisions of this Declaration, in addition to the other remedies set forth above, the Master Association shall have the right to: (a) exercise such reasonable remedies as are provided in rules and regulations promulgated by the Master Association, including, without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the rules and regulations of the Master Association, and the imposition of late charges and/or interest charges for the nonpayment of Maintenance Assessments; and (b) cease providing services to the breaching Member, and prohibit that Member from making use of any of the Easements, as well as any other real or personal property of the Master Association.

(d) The failure promptly to enforce any of the rules and regulations of the Master Association or provisions of this Declaration shall not bar their enforcement. The invalidation of any one or more of those rules, regulations or provisions by any court of competent jurisdiction in no wise shall affect any of the other rules, regulations or provisions, but they shall remain in full force and effect. All rights, remedies and privileges granted to the Master Association or any Member pursuant to this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party 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.
20. **Master Association.**

(a) A Member shall automatically succeed to such status upon (i) in the case of Condominium Associations, upon the recording of a master deed creating a new Condominium within the Community or (ii) for all other Members, upon the date such Member acquires a Parcel within the Community. The Master Association is entitled to carry on such business as is authorized by its Articles of Incorporation and Bylaws, including, but not limited to, the powers granted it under this Declaration. Such powers expressly include the power to acquire and operate the Golf Course and/or any portion of the club and athletic facilities included in the Golf Course.

(b) As a member of the Master Association, and in consideration of having the right to use the Easements as described in this Declaration, each Member by acquiring such legal or equitable title agrees for itself, its heirs, successors and assigns, to pay to the Master Association any dues, assessments, charges, costs, or fines as may from time to time be levied by the Master Association for any lawful purpose. Such purposes may include, without limitation, not only the costs of maintaining, improving, repairing and replacing the Easements and Community Improvements as described above, but also the cost of any other activities in which the Master Association engages.

(c) Notice of the amount of any Maintenance Assessment or other charge, dues, assessment, or fine shall be given to each Member by personal delivery or first class mail addressed to the Member’s last known address as it appears on the rolls of the Master Association, or by electronic delivery to an email address provided to the Master Association by the Member for such notifications.

(d) Any Maintenance Assessment or other charge not paid on or before the due date established by the Master Association shall be considered as being in default and shall bear interest at the Default Rate. Such interest, and all costs incurred by the Master Association in connection with the collection of any such charge, including without limitation, actual attorney’s fees, shall be collectible by the Master Association and shall constitute a continuing lien upon any Parcel within the Community owned by the Member and/or Parcel Owner responsible for it. Such lien may be enforced in accordance with the procedure set forth above. All such charges shall also be the joint and several personal obligation of the Member and/or Parcel Owner against whom they were assessed.

21. **Compliance with Laws.** The Developer, Master Association, Members and Parcel Owners shall comply with all laws, rules, regulations and requirements of all public authorities and utilities governing their construction, use and maintenance of the Community Improvements and Easements. Specifically, they shall comply with the Holland Charter Township Zoning Ordinance and Planned Unit Development approval dated February 5, 2004 (as they apply to the portion of the Community in Holland Township) and the Park Township Zoning Ordinance and Planned Unit Development approval dated January 8, 2004 (as they apply to the portion of the Community in Park Township), as those ordinances and approvals may be amended from time to time. This Declaration is subject to the terms and conditions of the Agreement for Conservation Easement dated December 22, 2004, recorded January 19, 2005, in Liber 4761, at Page 905, of the
22. **Rules and Regulations.** Use of the Easements shall be subject to such rules and regulations as the Master Association may establish from time to time for safety purposes and for the purpose of protecting the peace and quiet of the Community or for such other purpose as the Master Association shall, in its sole discretion, determine. Rules and regulations may include, but are not limited to, the establishment of hours of use, the type and extent of use permitted and the prohibition or limitation of parking, vehicles, trash receptacles, signs and holiday decorations within the Easements. All Members, Parcel Owners and their guests and invitees shall abide by such rules and regulations.

23. **Casualties.** Notwithstanding the provisions of the previous paragraphs, the cost of repairing any casualty to the Community Improvements resulting from the act or omission of a Member and/or Parcel Owner, or his or her employees, agents, family members or contractors shall be paid solely by such Member and/or Parcel Owner.

24. **Duration and Effect of Easements.** The Easements shall continue in effect perpetually and shall constitute nonexclusive easements and covenants running with the land; but nothing contained in this Declaration shall be construed as a conveyance of fee title to the Community or the Parcels.

25. **Effect of Declaration.** This Declaration shall benefit and burden the Community and Parcels and shall bind, be enforceable by and benefit Developer, future Members and Parcel Owners, and their respective heirs, successors and assigns. A Parcel Owner shall be automatically released from all liability thereafter arising under this Declaration upon that Parcel Owner's conveyance of its entire interest in the real estate benefited or burdened by this Declaration.

26. **Amendment.**

(a) The Developer (and any successor developer) expressly reserves the right to unilaterally amend this Declaration in order to: (i) add real estate to the definition of the Community and/or any Easement described in this Declaration; and/or remove real estate from the definition of the Community and/or any Easement described in this Declaration. For example, the Developer anticipates that the Developer and its affiliates will establish and construct Condominiums, expand and/or contract those Condominiums, and construct facilities to be used as Community Improvements, and in connection with those activities will amend this Declaration to reflect the changes to the Community occasioned by those activities. No such amendment shall require the consent, approval or signature of the Master Association, any Member or any Parcel Owner, as each appoint the Developer (and any successor developer to whom the Developer has expressly assigned rights under this Declaration) as its attorney in fact, coupled with an interest, to prepare, sign and record such an amendment.

(b) Subject to the succeeding subparagraph, the Master Association may prepare, sign and record an amendment to this Declaration, provided it first receives the
approval from two-thirds (2/3) of all the Members. No such amendment shall require the consent, approval or signature of any other Parcel Owner, as each appoint the Master Association as its attorney in fact, coupled with an interest, to prepare, sign and record such an amendment. Each Member also appoints the Master Association as its attorney in fact, coupled with an interest, to prepare, sign and record such an amendment.

(c) So long as the Developer (or any successor developer to whom the Developer has expressly assigned rights under this Declaration) owns an interest in the Community, this instrument may not be amended at any time without the consent of the Developer (or that successor developer). Any amendments shall become effective ten (10) days after notice of adoption of the amendment, together with a copy of the recorded amendment, is personally delivered or mailed to all Members and Parcel Owners. Each Member that is a Condominium Association shall be responsible to promptly distribute a copy of any amendment to any Parcel Owners who are members of that Condominium Association, at the expense of that Condominium Association.

[signatures on following page]
The Master Association has signed this Amendment as of the date set forth above.

MACATAWA LEGENDS HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation

By
Michael A. McGraw
Its President

And By
John David Ferlaak
Its Secretary

Acknowledged before me in Ottawa County, Michigan, on 05/15/2017, 2017, by Michael A. McGraw, the President of MACATAWA LEGENDS HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation, for the corporation.

Laura Kathleen Spread
Notary Public, Muskegon County, Michigan
My commission expires: June 1, 2023
Acting in Ottawa County, Michigan

Acknowledged before me in Ottawa County, Michigan, on 05/15/2017, 2017, by, John David Ferlaak, the Secretary of MACATAWA LEGENDS HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation, for the corporation.

William A. Sikkel
Notary Public, Ottawa County, Michigan
My commission expires: March 28, 2020
Acting in Ottawa County, Michigan

PREPARED BY AND RETURN TO:
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Holland, Michigan 49424
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EXHIBIT A

Community

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, AND PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE NORTH 89°19'09" EAST 1432.71 FEET ALONG THE SOUTH LINE OF SECTION 36, TOWN 6 NORTH, RANGE 16 WEST TO A POINT THAT IS SOUTH 89°19'09" WEST 1209.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 00°40'51" EAST 243.00 FEET; THENCE SOUTHWESTERLY 758.69 FEET ALONG A 483.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 44°19'09" WEST 683.07 FEET; THENCE SOUTH 89°19'09" WEST 262.00 FEET; THENCE SOUTH 44°30'24" WEST 37.53 FEET; THENCE SOUTH 00°18'20" EAST 582.00 FEET; THENCE SOUTH 89°41'40" WEST 300.00 FEET; THENCE SOUTH 00°18'20" EAST 352.65 FEET; THENCE SOUTHEASTERLY 322.88 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 34°56'58" EAST 303.57 FEET; THENCE SOUTH 69°35'36" EAST 1215.28 FEET; THENCE SOUTHEASTERLY 274.71 FEET ALONG A 767.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 79°51'14" EAST 273.24 FEET; THENCE NORTH 89°53'09" EAST 417.22 FEET; THENCE SOUTHEASTERLY 171.32 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 75°22'31" EAST 169.44 FEET; THENCE SOUTHEASTERLY 139.12 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 75°33'49" EAST 137.55 FEET; THENCE NORTH 89°30'33" EAST 65.52 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE NORTH 89°30'33" EAST 13.51 FEET; THENCE SOUTH 00°20'38" EAST 263.90 FEET ALONG THE CENTER LINE OF 144TH AVENUE, AS SURVEYED; THENCE NORTH 89°53'07" WEST 5.11 FEET TO THE WEST 1/4 CORNER OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST; THENCE SOUTH 02°10'01" EAST 24.99 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE SOUTH 89°53'09" WEST 1366.45 FEET ALONG THE SOUTH LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 1; THENCE NORTH 01°14'24" WEST 88.54 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 1; THENCE NORTH 59°22'45" WEST 269.82 FEET; THENCE NORTH 69°35'36" WEST 1211.86 FEET ALONG THE CENTER LINE OF HARLEM DRAIN TO A POINT THAT IS NORTH 00°18'20" WEST 651.24 FEET FROM THE CENTER OF SAID SECTION 1; THENCE NORTH 00°18'20" WEST 2120.14 FEET ALONG THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 1 TO THE POINT OF BEGINNING. CONTAINING 60.50 ACRES

AND

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN
DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 02°10'01" EAST 2774.29 FEET ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 89°53'07" EAST 5.11 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 00°20'38" WEST 230.90 FEET ALONG THE CENTER LINE OF 144TH AVENUE, AS SURVEYED; THENCE NORTH 89°30'33" EAST 72.04 FEET; THENCE SOUTHEASTERLY 140.38 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 77°05'08" EAST 139.10 FEET; THENCE SOUTHEASTERLY 94.04 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 72°39'39" EAST 93.66 FEET; THENCE NORTH 00°20'38" WEST 166.91 FEET; THENCE SOUTH 89°53'07" EAST 1064.04 FEET; THENCE SOUTH 00°06'53" WEST 170.00 FEET; THENCE SOUTH 89°53'07" EAST 7.44 FEET; THENCE SOUTH 00°06'53" WEST 155.31 FEET; THENCE SOUTH 45°06'53" WEST 20.77 FEET; THENCE NORTH 89°53'07" WEST 1350.75 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE POINT OF BEGINNING. CONTAINING 9.77 ACRES.

AND

PART OF THE WEST FRACTIONAL 1/2 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 02°10'01" EAST 2774.29 FEET ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 89°53'07" EAST 1384.14 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 45°06'53" EAST 0.37 FEET; THENCE NORTH 89°01'42" EAST 326.14 FEET; THENCE SOUTH 00°58'18" EAST 331.69 FEET; THENCE SOUTHEASTERLY 17.01 FEET ALONG A 310.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 02°32'36" EAST 17.01 FEET; THENCE SOUTH 85°53'07" WEST 137.00 FEET; THENCE NORTH 83°57'36" WEST 67.17 FEET; THENCE SOUTH 89°01'42" WEST 137.00 FEET; THENCE NORTH 00°58'18" WEST 334.66 FEET ALONG THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION; THENCE NORTH 45°06'53" EAST 18.87 FEET TO THE POINT OF BEGINNING. CONTAINING 2.73 ACRES.

AND

PART OF THE NORTH FRACTIONAL 1/2 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°40'36" EAST 2370.11 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST; THENCE SOUTH 00°19'24" EAST 1780.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°08'20" EAST 142.00 FEET; THENCE SOUTH 71°55'24" EAST 57.85 FEET; THENCE NORTH 89°04'11" EAST 146.23 FEET;
THENCE SOUTHEASTERLY 97.64 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 10°15'14" EAST 97.21 FEET; THENCE SOUTH 19°34'38" EAST 345.04 FEET; THENCE SOUTHEASTERLY 149.19 FEET ALONG A 3000.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 21°00'07" EAST 149.18 FEET; THENCE SOUTHWESTERLY 552.08 FEET ALONG A 232.35 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 45°38'33" WEST 431.07 FEET; THENCE NORTHWESTERLY 181.11 FEET ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 31°41'54" WEST 170.31 FEET; THENCE NORTH 02°53'29" EAST 99.13 FEET; THENCE NORTHWESTERLY 235.29 FEET ALONG A 600.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 08°20'35" WEST 233.79 FEET; THENCE NORTH 19°34'38" WEST 229.74 FEET; THENCE NORTHWESTERLY 200.47 FEET ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 07°21'29" WEST 198.95 FEET TO THE POINT OF BEGINNING, CONTAINING 7.36 ACRES.

AND

PART OF THE NORTH FRACTIONAL 1/2 OF SECTION 6, TOWN 5 NORTH, RANGE 15 West, Holland Township, Ottawa County, Michigan described as: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°40'36" EAST 2355.06 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST; THENCE SOUTH 00°19'24" EAST 1382.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 425.52 FEET ALONG A 540.01 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77°17'36" EAST 414.59 FEET; THENCE SOUTH 07°33'39" WEST 337.75 FEET; THENCE SOUTH 89°04'11" WEST 146.23 FEET; THENCE NORTH 71°55'24" WEST 57.85 FEET; THENCE NORTH 85°08'20" WEST 142.00 FEET; THENCE NORTH 43°59'57" WEST 261.00 FEET; THENCE NORTH 48°48'39" EAST 123.33 FEET; THENCE NORTH 28°48'57" EAST 147.72 FEET TO THE POINT OF BEGINNING. CONTAINS 3.65 ACRES.

AND

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1948.61 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 201.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 38 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST 190.79 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 145.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST 24.55 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 38 SECONDS EAST 56.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 27
MINUTES 38 SECONDS EAST 532.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 28.00 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 38 SECONDS EAST 85.34 FEET; THENCE SOUTHWESTERLY 62.50 FEET ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 08 DEGREES 29 MINUTES 30 SECONDS WEST 62.24 FEET; THENCE NORTHWESTERLY 136.99 FEET ALONG A 243.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 74 DEGREES 12 MINUTES 41 SECONDS WEST 135.18 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 04 SECONDS WEST 6.69 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 668.99 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 62.50 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 153.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.52 ACRES.

AND

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°40'36" EAST 1506.18 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST; THENCE SOUTH 00°19'24" EAST 355.50 FEET; THENCE SOUTH 00°20'56" EAST 393.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°39'04" EAST 161.00 FEET; THENCE SOUTH 00°20'56" EAST 240.00 FEET; THENCE SOUTHWESTERLY 54.98 FEET ALONG A 35.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 44°39'04" WEST 49.50 FEET; THENCE SOUTH 89°39'04" WEST 88.33 FEET; THENCE NORTHWESTERLY 62.61 FEET ALONG A 52.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 55°51'17" WEST 58.90 FEET; THENCE NORTHEASTERLY 39.70 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 15°50'33" EAST 38.98 FEET; THENCE NORTH 00°20'56" WEST 204.21 FEET TO THE POINT OF BEGINNING,

AND

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°40'36" EAST 1861.18 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST; THENCE SOUTH 00°19'24" EAST 354.65 FEET; THENCE NORTH 89°32'22" EAST 150.00 FEET; THENCE SOUTH 00°20'56" EAST 393.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20'56" EAST 275.00 FEET; THENCE SOUTH 89°39'04" WEST 125.00 FEET; THENCE NORTHWESTERLY 54.98 FEET ALONG A 35.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 45°20'56" WEST 49.50 FEET; THENCE NORTH 00°20'56" WEST 240.00 FEET; THENCE NORTH 89°39'04" EAST 160.00 FEET TO THE POINT OF BEGINNING. CONTAINS 2.01 ACRES.
AND

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 02°10'01" EAST 2774.29 FEET ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE SOUTH 89°53'07" EAST 5.11 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION; THENCE NORTH 00°20'38" WEST 230.90 FEET ALONG THE CENTER LINE OF 114TH AVENUE, AS SURVEYED TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°20'38" WEST 328.06 FEET; THENCE NORTH 56°04'52" EAST 201.28 FEET; THENCE SOUTH 89°53'07" EAST 105.30 FEET; THENCE SOUTH 39°17'42" EAST 91.68 FEET; THENCE SOUTH 00°20'38" EAST 159.12 FEET; THENCE SOUTH 18°10'33" WEST 106.90 FEET; THENCE SOUTH 00°20'38" WEST 166.91 FEET; THENCE NORTHWESTERLY 94.94 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 72°39'39" WEST 93.66 FEET; THENCE NORTHWESTERLY 140.38 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 77°05'08" WEST 139.10 FEET; THENCE SOUTH 89°30'33" WEST 72.04 FEET TO THE POINT OF BEGINNING. CONTAINS 3.08 ACRES.

AND

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, AND PART OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°40'36" EAST 1050.54 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWN 6 NORTH, RANGE 15 WEST TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°40'36" EAST 1579.23 FEET ALONG SAID SOUTH LINE TO THE SOUTH 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 89°39'04" EAST 68.51 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUING NORTH 89°39'04" EAST 313.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 31; THENCE SOUTH 01°32'04" EAST 179.09 FEET ALONG THE WEST LINE OF THE SECTION 346.12 FEET OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE SOUTH 89°32'22" WEST 846.58 FEET ALONG THE NORTH LINE OF THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS; THENCE SOUTH 89°32'22" WEST 190.79 FEET; THENCE SOUTH 00°27'38" EAST 20.00 FEET; THENCE SOUTH 89°32'22" WEST 30.00 FEET; THENCE SOUTH 00°20'56" EAST 153.00 FEET (THE PREVIOUS FOUR CALLS BEING ALONG THE NORTHERLY AND WESTERLY LINES OF THE PROPOSED TRADITIONS OF MACATAWA LEGENDS); THENCE SOUTH 89°32'22" WEST 87.50 FEET; THENCE SOUTH 00°20'56" EAST 28.00 FEET; THENCE SOUTH 89°32'22" WEST 10.00 FEET; THENCE SOUTH 00°20'56" EAST 605.67 FEET; THENCE SOUTHEASTERLY 54.98 FEET ALONG A 35.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 45°20'56" EAST 49.50
FEET; THENCE NORTH 89°39'04" EAST 125.00 FEET (THE PREVIOUS SIX CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED MANSIONS OF MACATAWA LEGENDS); THENCE NORTH 89°39'04" EAST 6.69 FEET; THENCE SOUTHEASTERLY 136.99 FEET ALONG A 243.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 74°12'41" EAST 135.18 FEET (THE PREVIOUS TWO CALLS BEING ALONG THE SOUTH LINE OF THE PROPOSED TRADITIONS OF MACATAWA LEGENDS); THENCE SOUTHEASTERLY 136.77 FEET ALONG A 243.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 41°56'13" EAST 134.97 FEET; THENCE SOUTHEASTERLY 232.57 FEET ALONG A 484.01 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 40°57'13" EAST 230.34 FEET; THENCE SOUTH 35°16'51" WEST 56.00 FEET (THE PREVIOUS THREE CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE SOUTH 28°48'57" WEST 147.72 FEET; THENCE SOUTH 48°48'39" WEST 123.33 FEET; THENCE SOUTH 43°59'57" EAST 261.00 FEET (THE PREVIOUS THREE CALLS BEING ALONG THE WESTERLY LINE OF THE PROPOSED SPORTS CLUB OF MACATAWA LEGENDS); THENCE SOUTHERLY 200.47 FEET ALONG A 470.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 07°21'29" EAST 198.95 FEET; THENCE SOUTH 19°34'38" EAST 229.74 FEET; THENCE SOUTHERLY 235.29 FEET ALONG A 600.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 08°20'35" EAST 233.79 FEET; THENCE SOUTH 02°53'29" WEST 99.13 FEET; THENCE SOUTHEASTERLY 181.11 FEET ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 31°41'54" EAST 170.31 FEET; THENCE NORTHEASTERLY 552.08 FEET ALONG A 232.35 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 45°38'33" EAST 431.07 FEET; THENCE NORTHERLY 149.19 FEET ALONG A 3000.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 21°00'07" WEST 149.18 FEET; THENCE NORTH 19°34'38" WEST 345.04 FEET; THENCE NORTHERLY 97.64 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 10°15'14" WEST 97.21 FEET (THE PREVIOUS NINE CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED GOLF POINT OF MACATAWA LEGENDS); THENCE NORTH 07°33'39" EAST 337.75 FEET ALONG THE EASTERLY LINE OF THE PROPOSED SPORTS CLUB OF MACATAWA LEGENDS); THENCE NORTHEASTERLY 311.30 FEET ALONG A 540.01 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 63°37'05" EAST 307.00 FEET; THENCE SOUTH 64°38'05" EAST 164.05 FEET; THENCE EASTERLY 322.51 FEET ALONG A 730.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77°17'28" EAST 319.89 FEET; THENCE SOUTH 89°56'50" EAST 45.91 FEET (THE PREVIOUS FOUR CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE SOUTH 00°03'10" WEST 97.56 FEET; THENCE NORTH 89°56'50" WEST 142.00 FEET; THENCE SOUTH 00°03'10" WEST 35.00 FEET; THENCE SOUTHERLY 154.17 FEET ALONG A 450.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 09°45'44" EAST 153.42 FEET; THENCE SOUTH 19°34'38" EAST 450.93 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY 375.28 FEET ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88°44'56" EAST 284.78 FEET; THENCE NORTH 17°04'30" EAST 219.40 FEET; THENCE
NORTHERLY 287.44 FEET ALONG A 220.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 20°21'19" WEST 267.43 FEET; THENCE NORTH 57°47'07" WEST 49.47 FEET; THENCE NORTHWESTERLY 100.56 FEET ALONG A 110.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 31°35'48" WEST 97.09 FEET; THENCE NORTH 00°03'10" EAST 35.00 FEET; THENCE NORTH 89°56'50" WEST 142.50 FEET; THENCE NORTH 00°03'10" EAST 97.56 FEET (THE PREVIOUS THIRTEEN CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED GOLF POINT OF MACATAWA LEGENDS FUTURE EXPANDABLE AREA); THENCE SOUTH 89°56'50" EAST 1025.06 FEET; THENCE SOUTH 00°03'10" WEST 516.84 FEET; THENCE SOUTHERLY 187.17 FEET ALONG A 630.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 08°33'50" WEST 186.48 FEET; THENCE SOUTH 17°04'30" WEST 526.34 FEET; THENCE SOUTHERLY 224.56 FEET ALONG A 690.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 07°45'05" WEST 223.57 FEET; THENCE SOUTH 01°34'19" EAST 188.20 FEET; THENCE SOUTH 22°07'43" WEST 62.98 FEET; THENCE SOUTH 67°52'17" EAST 141.62 FEET; THENCE SOUTHWESTERLY 390.58 FEET ALONG A 387.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 51°02'31" WEST 374.22 FEET; THENCE NORTH 10°02'42" WEST 133.02 FEET; THENCE NORTH 89°53'21" WEST 611.80 FEET; THENCE WESTERLY 120.34 FEET ALONG A 850.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 85°50'00" WEST 120.24 FEET; THENCE NORTH 81°46'39" WEST 180.86 FEET; THENCE WESTERLY 605.97 FEET ALONG A 1650.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 87°42'05" WEST 602.57 FEET; THENCE SOUTH 77°10'50" WEST 515.31 FEET; THENCE WESTERLY 181.94 FEET ALONG A 310.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 86°00'23" WEST 179.34 FEET; THENCE SOUTH 20°48'25" WEST 137.00 FEET; THENCE NORTHWESTERLY 401.11 FEET ALONG A 447.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 43°29'10" WEST 387.79 FEET; THENCE NORTH 72°10'50" EAST 137.00 FEET; THENCE NORTHWESTERLY 73.83 FEET ALONG A 310.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 10°56'17" WEST 73.66 FEET (THE PREVIOUS TWENTY CALLS BEING ALONG THE BOUNDARY OF THE FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE NORTHERLY 17.01 FEET ALONG A 310.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 02°32'36" WEST 17.00 FEET; THENCE NORTH 00°58'18" WEST 331.69 FEET; THENCE SOUTH 89°01'42" WEST 326.14 FEET; THENCE SOUTH 45°06'53" WEST 19.24 FEET (THE PREVIOUS FOUR CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED VILLAGE GREEN OF MACATAWA LEGENDS); THENCE NORTH 00°58'18" WEST 13.34 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE NORTH 89°53'07" WEST 14.69 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 6; THENCE NORTH 45°06'53" EAST 20.77 FEET; THENCE NORTH 00°06'53" EAST 155.31 FEET; THENCE NORTH 89°53'07" WEST 7.44 FEET; THENCE NORTH 00°06'53" EAST 170.00 FEET; THENCE NORTH 89°53'07" WEST 1064.04 FEET (THE PREVIOUS FIVE CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED PARK HOMES OF MACATAWA LEGENDS); THENCE NORTH 18°10'33" EAST 106.90 FEET; THENCE NORTH 00°20'38" WEST 159.12 FEET; THENCE NORTH 39°17'42" WEST 91.68
FEET; THENCE NORTH 89°53'07" WEST 105.30 FEET; THENCE SOUTH 56°04'52" WEST 201.28 FEET; THENCE SOUTH 00°20'38" EAST 295.06 FEET ALONG THE CENTERLINE OF 144TH AVENUE, AS SURVEYED (THE PREVIOUS SIX CALLS BEING ALONG THE PROPOSED CLUB TEN OF MACATAWA LEGENDS); THENCE SOUTH 89°30'33" WEST 13.51 FEET TO A POINT ON THE EAST LINE OF SECTION 1, TOWN 5 NORTH, RANGE 15 WEST WHICH IS NORTH 02°10'01" WEST 288.95 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE CONTINUING SOUTH 89°30'33" WEST 65.52 FEET; THENCE WESTERLY 139.12 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 75°33'49" WEST 137.55 FEET; THENCE WESTERLY 171.32 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 75°22'31" WEST 169.44 FEET; THENCE SOUTH 89°53'09" WEST 417.22 FEET; THENCE WESTERLY 274.71 FEET ALONG A 767.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 79°51'14" WEST 273.24 FEET; THENCE NORTH 69°35'36" WEST 1215.28 FEET; THENCE NORTHWESTERLY 322.88 FEET ALONG A 267.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 34°56'58" WEST 303.57 FEET; THENCE NORTH 00°18'20" WEST 352.65 FEET; THENCE NORTH 89°41'40" EAST 300.00 FEET; THENCE NORTH 00°18'20" WEST 582.00 FEET; THENCE NORTH 44°30'24" EAST 37.53 FEET; THENCE NORTH 89°19'09" EAST 262.00 FEET; THENCE NORTHEASTERLY 758.69 FEET ALONG A 483.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 44°19'09" EAST 683.07 FEET; THENCE NORTH 00°40'51" WEST 243.00 FEET (THE PREVIOUS FIFTEEN CALLS BEING ALONG THE PROPOSED ESTATES OF MACATAWA LEGENDS); THENCE NORTH 89°19'09" EAST 769.30 FEET ALONG THE SOUTH LINE OF SECTION 36, TOWN 6 NORTH, RANGE 16 WEST; THENCE SOUTH 02°10'01" EAST 396.00 FEET ALONG THE WEST LINE OF THE EAST 440 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 1; THENCE NORTH 89°19'09" EAST 440.00 FEET ALONG THE SOUTH LINE OF THE NORTH 396 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 1; THENCE SOUTH 02°10'01" EAST 19.22 FEET ALONG THE EAST LINE OF SAID SECTION 1; THENCE NORTH 89°40'36" EAST 75.65 FEET ALONG THE SOUTH LINE OF THE NORTH 415 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE SOUTH 00°35'54" EAST 62.81 FEET ALONG THE CENTERLINE OF 144TH AVENUE, AS SURVEYED; THENCE SOUTH 00°29'27" EAST 1436.70 FEET ALONG SAID CENTERLINE; THENCE NORTH 89°30'33" EAST 50.00 FEET; THENCE NORTH 45°21'21" EAST 109.62 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY 547.16 FEET ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 55°24'53" EAST 391.79 FEET; THENCE NORTH 22°57'35" WEST 137.09 FEET; THENCE NORTHERLY 58.82 FEET ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 11°43'31" WEST 58.45 FEET; THENCE NORTH 00°29'27" WEST 237.79 FEET; THENCE NORTHEASTERLY 432.65 FEET ALONG A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 44°34'48" EAST 389.39 FEET; THENCE NORTH 89°39'04" EAST 282.77 FEET; THENCE NORTH 00°20'56" WEST 169.53 FEET; THENCE NORTH 89°39'04" EAST 291.97 FEET; THENCE EASTERLY 23.32 FEET ALONG A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 85°53'40" EAST 23.30 FEET; THENCE NORTH 00°26'43" WEST 137.55 FEET; THENCE NORTHEASTERLY
244.79 FEET ALONG A 159.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 43°45'24" EAST 221.32 FEET (THE PREVIOUS FIFTEEN CALLS BEING ALONG THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE SOUTH 00°20'56" EAST 343.40 FEET; THENCE SOUTHERLY 39.70 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 15°50'33" WEST 38.98 FEET; THENCE SOUTHEASTERLY 62.61 FEET ALONG A 52.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 55°51'17" EAST 58.90 FEET; THENCE NORTH 89°39'04" EAST 88.33 FEET; THENCE NORTHEASTERLY 54.98 FEET ALONG A 35.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 44°39'04" EAST 49.50 FEET; THENCE NORTH 00°20'56" WEST 605.32 FEET; THENCE SOUTH 89°32'22" WEST 10.00 FEET; THENCE NORTH 00°20'56" WEST 28.00 FEET; THENCE SOUTH 89°32'22" WEST 75.99 FEET (THE PREVIOUS NINE CALLS BEING ALONG THE PROPOSED MANSIONS OF MACATAWA LEGENDS); THENCE NORTH 00°21'49" WEST 173.00 FEET; THENCE SOUTH 89°32'22" WEST 489.30 FEET; THENCE SOUTH 00°28'53" EAST 145.00 FEET; THENCE SOUTH 89°32'22" WEST 31.05 FEET (THE PREVIOUS FOUR CALLS BEING ALONG THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE NORTH 02°10'01" WEST 328.73 FEET ALONG THE EAST LINE OF THE WEST 1050 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6 TO THE POINT OF BEGINNING.

ALSO PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE NORTH 01°32'14" WEST 638.73 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE NORTH 89°49'21" WEST 551.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°32'11" EAST 264.07 FEET (THE PREVIOUS TWO CALLS BEING ALONG THE BOUNDARY OF THE PROPOSED FUTURE EXPANDABLE AREA OF MACATAWA LEGENDS); THENCE NORTH 72°55'30" WEST 107.87 FEET; THENCE NORTH 17°04'30" EAST 155.99 FEET; THENCE NORTHEASTERLY 85.92 FEET ALONG A 833.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 14°07'13" EAST 85.88 FEET (THE PREVIOUS TWO CALLS BEING ALONG THE EASTERLY LINE OF PROPOSED MATTISON DRIVE); THENCE SOUTH 89°49'21" EAST 29.28 FEET TO THE POINT OF BEGINNING.

EXCEPT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 1, TOWN 5 NORTH, RANGE 16 WEST; THENCE NORTH 02°10'01" WEST 24.99 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH 89°53'07" EAST 1370.54 FEET ALONG THE E-W 1/4 LINE OF SAID SECTION 6; THENCE NORTH 01°52'12" WEST 203.12 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6 TO THE NORTHERLY RIGHT OF WAY LINE OF PROPOSED GEORGIAN BAY DRIVE (66 FEET WIDE); THENCE SOUTH 89°53'07" EAST 7.04 FEET ALONG SAID NORTHERLY RIGHT OF WAY; THENCE SOUTHEASTERLY 111.39 FEET ALONG SAID NORTHERLY RIGHT OF WAY ALONG THE ARC OF A
203.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 74°09'55" EAST 110.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43°35'10" EAST 119.85 FEET; THENCE SOUTH 46°24'50" EAST 60.00 FEET; THENCE SOUTH 43°35'10" WEST 116.16 FEET; THENCE NORTHWESTERLY 60.34 FEET ALONG SAID NORTHERLY RIGHT OF WAY ALONG THE ARC OF A 203.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 49°55'51" WEST 60.11 FEET TO THE POINT OF BEGINNING.
EXHIBIT B

Roadway Easement Areas
SKETCH AND DESCRIPTION

Part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan. See page 4 for complete legal description.

TOWNSHIP COR. (COMMON COR.)
NW CORNER, SEC. 6, T5N, R15W
NE CORNER, SEC. 1, T5N, R16W
SE CORNER, SEC. 36, T6N, R16W
SW CORNER, SEC. 31, T6N, R15W
C/L 144TH AVE. EAST 87'

S. LINE, SEC. 36, T6N,
R16W (TOWNSHIP LINE) &
C/L NEW HOLLAND ST.

PARK TOWNSHIP INGRESS & EGRESS EASEMENT

FOR MACATAWA LEGENDS

IN SECTION 1, T5N, R16W & SECTION 6, T5N, R15W

DATE 10/6/04
DRAWN BY RJA

SHEET 1 OF 4
JOB No. 0310208-1
SKETCH AND DESCRIPTION

Part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan. See page 4 for complete legal description.

PARK TOWNSHIP INGRESS & EGRESS EASEMENT

LEGEND
O Set Conc. Mark.
N Set Capped Iron
F Found Iron
P Plotted
K Measured
D Described

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.
SKETCH AND DESCRIPTION

Part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan. See page 4 for complete legal description.
SKETCH AND DESCRIPTION

An easement for ingress, egress and storm drainage over part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section 1; thence South 89°19'09" West 1509.30 feet along the South line of Section 36, Town 6 North, Range 18 West; thence South 00°40'51" East 50.00 feet to the South Right-of-way line of New Holland Street and the Point of Beginning; thence continuing South 00°40'51" East 193.00 feet; thence Southwesterly 267.46 feet along a 183.00 foot radius curve to the right, the chord of which bears South 44°30'24" West 258.80 feet; thence South 89°19'09" West 321.23 feet; thence Southwesterly 171.32 feet along a 267.00 foot radius curve to the left, the chord of which bears South 44°30'24" West 376.36 feet; thence South 00°16'20" East 953.88 feet; thence Southwesterly 322.88 feet along a 267.00 foot radius curve to the left, the chord of which bears South 34°56'58" East 203.67 feet; thence South 69°35'36" East 1215.28 feet; thence Easterly 274.71 feet along a 767.00 foot radius curve to the right, the chord of which bears South 79°51'14" East 273.24 feet; thence North 89°33'09" East 417.22 feet; thence Easterly 171.32 feet along a 333.00 foot radius curve to the right, the chord of which bears South 75°22'31" East 169.44 feet; thence Easterly 139.12 feet along a 267.00 foot radius curve to the left, the chord of which bears South 75°33'49" East 137.55 feet; thence North 89°30'33" East 28.03 feet; thence South 00°22'38" East 66.00 feet along the West Right-of-way line of 141th Avenue (100 feet wide); thence South 89°50'33" West 28.86 feet; thence Westerly 173.51 feet along a 333.00 foot radius curve to the right, the chord of which bears North 75°22'31" West 171.56 feet; thence Westerly 137.37 feet along a 267.00 foot radius curve to the left, the chord of which bears North 75°22'31" West 135.86 feet; thence South 89°33'09" West 417.22 feet; thence Westerly 298.34 feet along a 833.00 foot radius curve to the right, the chord of which bears South 78°51'14" West 296.75 feet; thence North 69°35'36" East 1215.28 feet; thence Northwesterly 420.70 feet along a 333.00 foot radius curve to the right, the chord of which bears North 34°56'58" West 376.80 feet; thence North 00°16'20" West 953.88 feet; thence Northeastwesterly 520.89 feet along a 333.00 foot radius curve to the right, the chord of which bears North 44°30'24" East 469.39 feet; thence North 89°19'09" East 321.23 feet; thence Northeastwesterly 183.78 feet along a 117.00 foot radius curve to the left, the chord of which bears North 44°19'09" East 165.46 feet; thence North 00°40'51" West 193.00 feet; thence North 89°19'09" East 66.00 feet along the South line of New Holland Street to the Point of Beginning.

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PARK TOWNSHIP INGRESS & EGRESS EASEMENT

DIKESENG & ASSOCIATES, INC.

FOR MACATAWA LEGENDS

IN SECTION 1, T5N, R16W & SECTION 6, T5N, R15W

DATE 10/6/04 DRAWN BY RJA

REVIEWED 9/10/2003, SKK

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

N:\National\Projects\2003\0310208-1\dwg\DWG_OLD\0310208-515 EASEMENT-DESC.dwg 8/9/2010 4:48:33 PM EDT
SKETCH AND DESCRIPTION

GEORGIAN BAY (HOLLAND) INGRESS AND EGRESS EASEMENT

An easement for ingress, egress and storm drainage over part of the West fractional 1/2 of Section 6, Twp 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as: Commencing at the East 1/4 corner of Section 1, Twn 5 North, Range 16 West; thence North 02°10'01" West 24.98 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence continuing North 02°10'01" West 263.96 feet along said East line; thence North 89°30'33" East 83.51 feet to the East Right-of-way line of 144th Avenue (100 feet wide) and the Point of Beginning; thence continuing North 89°30'33" East 21.86 feet; thence Southeasterly 155.82 feet along a 333.00 foot radius curve to the right, the chord of which bears South 76°46'58" East 121.05 feet; thence South 89°30'07" East 1027.13 feet; thence Southeasterly 315.02 feet along a 203.00 foot radius curve to the right, the chord of which bears South 45°25'42" East 284.35 feet; thence South 00°58'18" East 331.69 feet; thence Southeasterly 794.58 feet along a 447.00 foot radius curve to the right, the chord of which bears South 51°56'44" East 694.02 feet; thence North 77°10'50" East 171.52 feet; thence South 12°49'10" East 66.00 feet; thence South 77°10'50" West 171.52 feet; thence Northwesterly 419.87 feet along a 513.00 foot radius curve to the right, the chord of which bears North 79°22'21" West 408.25 feet; thence North 83°39'05" West 98.03 feet; thence Northwesterly 260.25 feet along a 120.00 foot radius curve to the right, the chord of which bears North 27°12'05" West 212.16 feet; thence Northwesterly 192.77 feet along a 513.00 foot radius curve to the right, the chord of which bears North 11°44'12" West 191.64 feet; thence North 00°58'18" West 331.69 feet; thence Northwesterly 212.60 feet along a 137.00 foot radius curve to the left, the chord of which bears North 45°25'42" West 191.30 feet; thence North 89°30'07" West 1027.13 feet; thence Northwesterly 152.30 feet along a 333.00 foot radius curve to the right, the chord of which bears North 76°46'58" West 150.98 feet; thence Northwesterly 124.94 feet along a 267.00 foot radius curve to the left, the chord of which bears North 77°25'08" West 123.80 feet; thence South 89°30'33" West 22.13 feet; thence North 00°20'38" West 66.00 feet along the East Right-of-way line of 144th Avenue (100 feet wide) to the Point of Beginning.

CURVE TABLE

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GEORGIAN BAY INGRESS & EGRESS EASEMENT

DRIESENGA & ASSOCIATES, INC.

FOR MACATAWA LEGENDS

N:\Violand\Projects\2003\0310208-1\ewg\_old\0310208-S15 EASEMENT-DESC.dwg

09/09/2003 4:48:33 PM EDT
SKETCH AND DESCRIPTION

Part of the West fractional 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township. See page 1 of 2 for complete legal description.
SKETCH AND DESCRIPTION

Part of the NW frac. 1/4 of Section 6, T5N, R15W, Holland Township. See page 2 for complete legal description.

HOLLAND INGRESS & EGRESS EASEMENT 1

LEGEND
C. Set Dipped Iron  D. Found Iron
E. Plotted  F. Measured
G. Described

MACATAWA LEGENDS

IN SECTION 1, T5N, R15W & SECTION 6, T5N, R15W

DATE 10/6/04  DRAWN BY RJA

SHAFT 1 OF 2  JOB NO. 0310208-1
HOLLAND INGRESS & EGRESS EASEMENT 1

An easement for ingress, egress and storm drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as: Commencing at the Northwest corner of said Section; thence North 89°40'36" East 1667.02 feet along the South line of Section 31, Town 6 North, Range 15 West; thence South 0°20'56" East 991.43 feet for the Point of Beginning; thence North 89°40'36" East 184.00 feet; thence South 0°02'00" East 7.00 feet; thence Southeasterly 54.98 feet along a 35.00 foot radius curve to the left, the chord of which bears South 45°20'56" East 49.50 feet; thence North 89°39'04" East 26.95 feet; thence South 0°20'56" East 56.00 feet; thence South 89°39'04" West 73.45 feet; thence Westerly 215.22 feet along a 84.00 foot radius curve to the left, the chord of which bears South 89°39'04" West 151.00 feet; thence South 89°39'04" West 73.45 feet; thence North 89°39'04" East 26.95 feet; thence Northeasterly 54.98 feet along a 35.00 foot radius curve to the left, the chord of which bears North 44°39'04" East 49.50 feet; thence North 0°20'56" West 7.00 feet to the Point of Beginning.
HOLLAND INGRESS & EGRESS EASEMENT

An easement for ingress, egress and storm drainage over part of the North fractional 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as: Commencing at the Northwest corner of said Section; thence North 89°40'36" East 1851.03 feet along the South line of Section 31, Town B North, Range 15 West; thence South 00°20'53" East 316.67 feet; thence North 89°32'22" East 9.87 feet to the Point of Beginning; thence continuing North 89°32'22" East 87.63 feet; thence South 00°20'56" East 10.00 feet; thence North 89°32'22" East 391.08 feet; thence Easterly, 219.46 feet along a 472.00 foot radius curve to the left, the chord of which bears North 81°39'43" East 203.62 feet; thence South 79°34'33" East 14.67 feet; thence Southeasterly, 100.12 feet along a 78.00 foot radius curve to the right, the chord of which bears South 43°18'00" East 93.56 feet; thence Southwesterly, 130.56 feet along a 61.00 foot radius curve to the right, the chord of which bears South 54°21'13" West 107.03 feet; thence North 64°19'57" West 82.21 feet; thence Westerly, 130.43 feet along a 153.00 foot radius curve to the left, the chord of which bears North 88°45'12" West 126.51 feet; thence Westerly, 209.32 feet along a 528.00 foot radius curve to the right, the chord of which bears South 78°10'58" West 209.32 feet; thence South 89°32'22" West 155.79 feet; thence South 00°27'38" East 224.00 feet; thence North 89°32'22" East 114.40 feet; thence South 00°27'38" East 56.00 feet; thence South 89°32'22" West 114.40 feet; thence South 00°27'38" East 224.00 feet; thence North 89°32'22" East 114.40 feet; thence South 00°27'38" East 56.00 feet; thence South 89°32'22" West 114.40 feet; thence Southeasterly, 742.53 feet along a 480.00 foot radius curve to the left, the chord of which bears South 44°06'31" East 671.83 feet; thence South 01°54'29" West 56.00 feet; thence Westerly 33.00 feet along a 540.01 foot radius curve to the right, the chord of which bears North 86°20'27" West 33.00 feet; thence South 89°22'57" West 305.05 feet; thence Southwesterly 29.95 feet along a 272.00 foot radius curve to the left, the chord of which bears South 05°13'42" West 29.93 feet; thence North 71°55'24" West 57.85 feet; thence Northerly 20.16 feet along a 328.00 foot radius curve to the right, the chord of which bears North 06°37'19" East 20.16 feet; thence North 08°22'57" East 305.05 feet; thence Northwesterly 489.33 feet along a 540.01 foot radius curve to the right, the chord of which bears North 52°41'09" West 472.79 feet; thence Northwesterly 207.83 feet along a 187.00 foot radius curve to the left, the chord of which bears North 58°32'16" West 197.14 feet; thence South 89°39'04" West 104.74 feet; thence North 00°20'56" West 56.00 feet; thence North 89°39'04" East 216.21 feet; thence North 00°27'36" West 641.22 feet; thence South 89°32'22" West 266.91 feet; thence North 00°27'38" West 66.00 feet to the Point of Beginning.

HOLLAND INGRESS & EGRESS EASEMENT

DRIESENGA & ASSOCIATES, INC.

Legend:
- C: Set Conc. Men.
- S: Silt Dipped Inert
- F: Found Iron
- P: Pitted
- M: Manned
- D: Described

FOR MACATAWA LEGENDS:
IN SECTION 1, T0N, R15W & SECTION 6, T05, R15W
DATE: 10/6/04
DRAWN BY: RJA

Sheet 2 of 2
Job No. 0310208-1

OCROD PG 39 OF 100
SKETCH AND DESCRIPTION

HOLLAND INGRESS & EGRESS EASEMENT 3

An easement for ingress, egress and storm drainage over part of the North fractional 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as:

Commencing at the Northwest corner of said Section; thence North 89°40'39" East 2,370.11 feet along the South line of Section 3; Town 6 North, Range 15 West; thence South 00°19'24" East 1,780.92 feet; thence South 85°08'20" East 1,420.00 feet to the Point of Beginning; thence South 71°55'24" East 57.85 feet; thence Southwesterly 102.79 feet along a 272.00 foot radius curve to the left, the chord of which bears South 08°45'06" East 102.17 feet; thence South 19°34'36" East 557.13 /feet; thence Southwesterly 88.97 feet along a 78.00 foot radius curve to the right, the chord of which bears South 13°05'02" West 84.22 feet; thence Southwesterly 2.92 feet along a 34.03 foot radius curve to the left, the chord of which bears South 43°18'47" West 2.92 feet; thence Southwesterly, Westerly and Northwesterly 143.76 feet along a 58.00 foot radius curve to the right, the chord of which bears North 08°07'39" West 109.69 feet; thence North 02°53'29" East 136.37 feet; thence Northwesterly 114.51 feet along a 292.00 foot radius curve to the left, the chord of which bears North 08°20'35" West 113.78 feet; thence North 19°34'36" West 319.13 feet; thence Northwesterly 139.90 feet along a 328.00 foot radius curve to the right, the chord of which bears North 07°21'29" West 138.84 feet to the Point of Beginning.

C/L NEW HOLLAND ST.

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

DRIESenga & ASSOCIATES, INC.

Engineering
Surveying
Testing

FOR MACATAWA LEGENDS
IN SECTION 1, T3N, R16W & SECTION 5, T5N, R15W
DATE 10/6/04 DRAWN BY RJM
SHET 1 OF 1 JOB #3010208-1

0'- 100'- 200'- 400' SCALE 1'=200'

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.
LEGAL DESCRIPTION
SPORTS CLUB EASEMENT FOR INGRESS AND EGRESS
(COTTAGE GROVE COURT)

PART OF THE NORTH FRACTIONAL 1/2 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, THENE ALONG THE SOUTH LINE OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, THENE NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 2346.03 FEET, THENE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 1376.10 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF PERRY CIRCLE, THENE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTHWESTERLY 235.98 FEET ALONG THE ARC OF A 640.01 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 66 DEGREES 08 MINUTES 52 SECONDS EAST 233.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GRAND POINT, THENE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 08 DEGREES 22 MINUTES 57 SECONDS WEST 218.85 FEET FOR THE POINT OF BEGINNING, THENE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 08 DEGREES 22 MINUTES 57 SECONDS WEST 24.06 FEET, THENE NORTHEASTERLY 56.37 FEET ALONG THE ARC OF A 112.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 63 DEGREES 37 MINUTES 01 SECONDS WEST 55.78 FEET, THENE NORTH 49 DEGREES 11 MINUTES 52 SECONDS WEST 247.26 FEET, THENE NORTH 40 DEGREES 48 MINUTES 08 SECONDS EAST 24.00 FEET, THENE SOUTH 49 DEGREES 11 MINUTES 52 SECONDS EAST 61.36 FEET, THENE EASTERLY 52.94 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 76 DEGREES 38 MINUTES 16 SECONDS EAST 45.40 FEET, THENE NORTH 22 DEGREES 28 MINUTES 24 SECONDS EAST 94.97 FEET, THENE SOUTH 68 DEGREES 14 MINUTES 03 SECONDS EAST 20.00 FEET, THENE SOUTH 22 DEGREES 28 MINUTES 24 SECONDS WEST 95.21 FEET, THENE SOUTHWESTERLY 15.36 FEET ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 38 MINUTES 16 SECONDS WEST 15.29 FEET, THENE SOUTHERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 04 DEGREES 11 MINUTES 52 SECONDS EAST 39.80 FEET, THENE SOUTH 49 DEGREES 11 MINUTES 52 SECONDS EAST 109.90 FEET, THENE SOUTHWESTERLY 42.79 FEET ALONG THE ARC OF AN 88.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 63 DEGREES 07 MINUTES 40 SECONDS EAST 42.37 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.23 Acres (10,169.2 sq. ft.)
LEGAL DESCRIPTION

CLUB TEN EASEMENT FOR INGRESS AND EGRESS
(SUNNYCREST COURT)

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.99 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 06; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 263.96 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST 93.51 FEET TO THE EASTERNLY RIGHT OF WAY LINE OF 144TH AVENUE (100 FEET WIDE); THENCE CONTINUING NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST 214.96 FEET; THENCE EASTERLY 52.69 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 85 DEGREES 57 MINUTES 28 SECONDS EAST 52.64 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY 23.50 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 06 DEGREES 27 MINUTES 42 SECONDS EAST 29.41 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 03 SECONDS EAST 84.78 FEET; THENCE NORTHERLY 43.24 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 10 DEGREES 23 MINUTES 38 SECONDS EAST 43.02 FEET; THENCE NORTH 20 DEGREES 18 MINUTES 12 SECONDS EAST 50.50 FEET; THENCE NORTHERLY 20.66 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 05 DEGREES 25 MINUTES 38 SECONDS WEST 19.97 FEET; THENCE SOUTHEASTERLY 209.60 FEET ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 69 DEGREES 43 MINUTES 15 SECONDS EAST 67.32 FEET; THENCE SOUTHWESTERLY 20.64 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 46 DEGREES 00 MINUTES 32 SECONDS WEST 19.85 FEET; THENCE SOUTH 20 DEGREES 18 MINUTES 12 SECONDS WEST 50.54 FEET; THENCE SOUTHERLY 25.94 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 10 DEGREES 23 MINUTES 38 SECONDS WEST 25.81 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 03 SECONDS WEST 84.78 FEET; THENCE SOUTHERLY 34.32 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 08 DEGREES 21 MINUTES 03 SECONDS WEST 34.22 FEET; THENCE SOUTHWESTERLY 50.19 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 77 DEGREES 06 MINUTES 25 SECONDS WEST 50.14 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD SAID EASEMENT CONTAINS 0.452 ACRES (19,522 SQ. FT.)

SUNNYCREST COURT

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing

FOR
MACATAWA LEGENDS
HOMEOWNERS ASSOCIATION
42 EAST LAKEWOOD BLVD.
HOLLAND, MICHIGAN 49424

IN NW 1/4 OF SECTION 06, T. 05 N., R. 15 W.

DATE 09/30/2016
DRAWN BY GLK

SHEET 2 OF 2
JOB No. 1310543.5D

File Name: D:\Holland\Projects\2013\130543.5D Macatawa Master Easement\Macatawa Easement Agreement Exhibit Changes\2016\1310543-XHBT..C.qxd
THE FAIRWAYS PHASE 2 EASEMENT EXHIBIT

LEGAL DESCRIPTION
THE FAIRWAYS PHASE 2 EASEMENT FOR INGRESS AND EGRESS
(HARRINGTON LANDING, POINT SUPERIOR COURT, MATTSON DRIVE, & PERRY CIRCLE)

PART OF THE NORTHEAST 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST; THENCE NORTH 89 DEGREES 30 MINUTES 10 SECONDS EAST 66.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 06, SAID NORTHEAST CORNER BEING 5.15 FEET SOUTH OF THE CLOSING CORNER OF SAID SECTION 06; THENCE ALONG THE EAST LINE OF SAID SECTION 06 51 DEGREES 30 MINUTES 12 SECONDS EAST 1289.85 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 50.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 136TH AVENUE FOR THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 66.03 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 33.09 FEET, THENCE WESTERLY 53.12 FEET ALONG THE ARC OF A 553.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 87 DEGREES 05 MINUTES 31 SECONDS WEST 53.10 FEET; THENCE NORTH 84 DEGREES 14 MINUTES 12 SECONDS WEST 25.56 FEET; THENCE WESTERLY 93.09 FEET ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 92.94 FEET; THENCE SOUTH 84 DEGREES 20 MINUTES 32 SECONDS WEST 25.56 FEET, THENCE WESTERLY 53.12 FEET ALONG THE ARC OF A 553.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 87 DEGREES 11 MINUTES 51 SECONDS WEST 53.10 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 212.06 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 161.19 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 66.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST 161.19 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 81.44 FEET; THENCE WESTERLY 54.03 FEET ALONG THE ARC OF A 967.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 27 MINUTES 07 SECONDS WEST 54.03 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 05 SECONDS WEST 78.78 FEET; THENCE WESTERLY 327.54 FEET ALONG THE ARC OF A 2533.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 26 MINUTES 39 SECONDS WEST 327.31 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 24 SECONDS WEST 121.48 FEET; THENCE WESTERLY 267.34 FEET ALONG THE ARC OF A 1967.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 38 MINUTES 01 SECONDS WEST 267.14 FEET; THENCE SOUTH 86 DEGREES 28 MINUTES 22 SECONDS WEST 85.22 FEET; THENCE WESTERLY 64.54 FEET ALONG THE ARC OF A 1033.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 15 MINUTES 46 SECONDS WEST 64.53 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 102.83 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 277.56 FEET; THENCE SOUTHERLY 45.00 FEET ALONG THE ARC OF A 252.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 05 DEGREES 03 MINUTES 10 SECONDS EAST 44.04 FEET; THENCE SOUTH 79 DEGREES 49 MINUTES 17 SECONDS WEST 56.00 FEET; THENCE NORTHERLY 55.00 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 05 DEGREES 03 MINUTES 48 SECONDS WEST 54.93 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST 277.56 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 81.44 FEET; THENCE NORTHEASTERLY 258.45 FEET ALONG THE ARC OF A 585.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 77 DEGREES 17 MINUTES 27 SECONDS WEST 256.35 FEET; THENCE NORTH 64 DEGREES 38 MINUTES 05 SECONDS EAST 71.70 FEET; THENCE WESTERLY 271.32 FEET ALONG THE ARC OF A 256.32 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 65 DEGREES 02 MINUTES 28 SECONDS WEST 256.33 FEET; THENCE SOUTH 54 DEGREES 43 MINUTES 00 SECONDS WEST 40.68 FEET; THENCE SOUTHWESTERLY 114.91 FEET ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 39 DEGREES 55 MINUTES 19 SECONDS WEST 113.63 FEET; THENCE SOUTHWESTERLY 207.67 FEET ALONG THE ARC OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 58 DEGREES 29 MINUTES 04 SECONDS EAST 198.09 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 29 SECONDS EAST 66.00 FEET; THENCE NORTHEASTERLY 142.34 FEET ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 58 DEGREES 29 MINUTES 04 SECONDS EAST 134.40 FEET; THENCE NORTHEASTERLY 133.85 FEET ALONG THE ARC OF A 278.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 03 MINUTES 25 SECONDS EAST 198.09 FEET; THENCE NORTH 35 DEGREES 17 MINUTES 00 SECONDS WEST 12.28 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 40 SECONDS EAST 56.01 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 00 SECONDS EAST 11.33 FEET; THENCE NORTH 54 DEGREES 43 MINUTES 00 SECONDS EAST 65.81 FEET; THENCE NORTHEASTERLY 45.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 28 DEGREES 50 MINUTES 24 SECONDS EAST 43.64 FEET, THENCE NORTHEASTERLY 118.45 FEET ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 47 DEGREES 36 MINUTES 43 SECONDS EAST 108.82 FEET; THENCE NORTHEASTERLY 16.18 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 51 MINUTES 36 SECONDS EAST 15.41 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 33 SECONDS EAST 55.80 FEET; THENCE SOUTH 59 DEGREES 32 MINUTES 27 SECONDS EAST 56.00 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 33 SECONDS WEST 29.12 FEET; THENCE SOUTHEASTERLY 107.88 FEET ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 17 DEGREES 05 MINUTES 16 SECONDS EAST 85.92 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 05 SECONDS EAST 133.09 FEET, THENCE SOUTHEASTERLY 229.29 FEET ALONG THE ARC OF A 919.00 FT RADIUS CURVE TO THE RIGHT.

HARRINGTON LANDING
POINT SUPERIOR COURT
MAT TSON DRIVE
PERRY CIRCLE

DRIESENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
Holland, MI • 616-396-0358
Kalamazoo, MI • 269-544-1455
Grand Rapids, MI • 616-246-3800
Detroit, MI • 313-369-8463
LEGAL DESCRIPTION

THE FAIRWAYS PHASE 2 EASEMENT FOR INGRESS AND EGRESS

(HARRINGTON LANDING, POINT SUPERIOR COURT, MATTSON DRIVE, & PERRY CIRCLE)

(DESCRIPTION CONTINUED FROM PAGE 4)

RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 77 DEGREES 17 MINUTES 27 SECONDS EAST 227.43 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 40.91 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST 140.32 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 80.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 140.32 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 97.83 FEET; THENCE EASTERLY 80.42 FEET ALONG THE ARC OF A 967.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 15 MINUTES 46 SECONDS EAST 60.41 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST 85.22 FEET; THENCE EASTERLY 278.31 FEET ALONG THE ARC OF A 2033.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 38 MINUTES 01 SECONDS EAST 278.31 FEET; THENCE SOUTH 85 DEGREES 44 MINUTES 24 SECONDS EAST 121.46 FEET; THENCE EASTERLY 319.01 FEET ALONG THE ARC OF A 2467.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 28 MINUTES 39 SECONDS EAST 318.78 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS EAST 78.78 FEET; THENCE EASTERLY 57.72 FEET ALONG THE ARC OF A 1033.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 88 DEGREES 27 MINUTES 07 SECONDS EAST 57.71 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 61.44 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS EAST 135.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 66.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 135.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 212.06 FEET; THENCE EASTERLY 46.55 FEET ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 87 DEGREES 11 MINUTES 51 SECONDS EAST 46.53 FEET; THENCE NORTH 84 DEGREES 20 MINUTES 32 SECONDS EAST 25.55 FEET; THENCE EASTERLY 106.25 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 106.07 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 12 SECONDS EAST 25.56 FEET; THENCE EASTERLY 46.55 FEET ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE LEFT, THE ChORD OF WHICH BEARS SOUTH 87 DEGREES 05 MINUTES 31 SECONDS EAST 46.53 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 28.28 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 5.58 ACRES (243,286.50 SQ. FT.)
SKETCH AND DESCRIPTION

Part of the NW frac. 1/4 of Section 6, T5N, R15W, Holland Township. See page 2 for complete legal description.

S. LINE, SEC. 31, T6N, R15W (TOWNSHIP LINE) & C/L NEW HOLLAND ST.

PHOENIX PLACE

SCALE: 1"=200'

LINE TABLE

<table>
<thead>
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HOLLAND ALLEYS: INGRESS & EGRESS

DRIESenga & ASSOCIATES, INC.

REVISED 07-10-2017, QUL

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EXCEPTIONS OR OMISSIONS.

MACATAWA LEGENDS

IN SECTION 1, T5N, R16W & SECTION 6, T5N, R15W

DATE 10/6/04 DRAWN BY RJA

SHIFT 1 OF 2 JOB NO. 0310208-1

COMMERCIAL PRINTING
HOLLAND ALLEY "A"

An easement for ingress, egress and storm drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as: Commencing at the Northwest corner of said Section; thence North 89°40'36" East 1667.02 feet along the South line of Section 31, Town 6 North, Range 15 West; thence South 00°20'56" East 335.11 feet; thence South 89°32'22" West 150.00 feet to the Point of Beginning; thence South 00°20'56" East 632.66 feet; thence Northwesterly 34.61 feet along a 52.00 foot radius curve to the right, the chord of which bears North 40°25'31" West 33.97 feet; thence Northwesterly 15.72 feet along a 178.00 foot radius curve to the left, the chord of which bears North 28°37'28" West 15.72 feet; thence North 28°08'20" East 24.43 feet; thence North 00°20'56" West 569.19 feet; thence North 89°32'22" East 20.00 feet to the Point of Beginning.

HOLLAND ALLEY "B"

An easement for ingress, egress and storm drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan described as: Commencing at the Northwest corner of said Section; thence North 89°40'36" East 1551.03 feet along the South line of Section 31, Town 6 North, Range 15 West; thence South 00°20'53" East 382.67 feet; thence North 89°32'22" East 150.00 feet to the Point of Beginning; thence continuing North 89°32'22" East 20.00 feet; thence South 00°20'56" East 641.01 feet; thence South 89°38'04" West 20.00 feet; thence North 00°20'56" West 640.97 feet to the Point of Beginning.
EXHIBIT C

Entry Roads
ENTRY ROAD EASEMENT EXHIBIT

LEGAL DESCRIPTION
ENTRY ROAD EASEMENT FOR INGRESS AND EGRESS
(MACATAWA LEGENDS BOULEVARD)

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST; THENCE ALONG THE SOUTH LINE OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1851.03 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NEW HOLLAND STREET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 266.67 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST 8.87 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 38 SECONDS EAST 66.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 10.00 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 538.67 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS WEST 184.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 831.43 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NEW HOLLAND STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 184.00 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 3.95± ACRES (172,032± SQ. FT.)
EXHIBIT D

Drainage Easement Areas
SKETCH AND DESCRIPTION

POND 1 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section 1; thence South 89°19'00" West 1184.63 feet along the South line of Section 36, Town 6 North, Range 16 West; thence South 00°40'51" East 342.07 feet to the Point of Beginning; thence South 61°33'00" East 53.29 feet; thence South 04°15'36" East 56.86 feet; thence South 42°59'05" East 44.49 feet; thence South 15°41'56" West 55.00 feet; thence South 41°51'43" West 48.81 feet; thence South 00°33'23" East 53.92 feet; thence South 28°37'04" East 77.03 feet; thence South 26°21'49" West 68.30 feet; thence North 89°19'00" West 43.57 feet; thence North 71°08'07" West 46.04 feet; thence South 55°23'43" West 47.57 feet; thence South 02°56'16" West 102.94 feet; thence South 69°10'15" West 39.20 feet; thence North 88°45'05" West 130.83 feet; thence South 66°47'22" West 73.58 feet; thence South 44°05'52" West 134.42 feet; thence South 66°15'55" West 305.98 feet; thence North 81°33'58" West 57.75 feet; thence North 33°41'47" West 58.77 feet; thence North 23°13'30" East 124.92 feet; thence North 19°52'42" West 48.07 feet; thence North 33°05'00" West 64.28 feet; thence North 09°29'14" East 69.83 feet; thence North 81°27'05" East 56.27 feet; thence South 87°00'23" East 192.16 feet; thence North 83°06'48" East 165.52 feet; thence North 61°38'30" East 125.63 feet; thence North 50°56'28" East 218.75 feet; thence North 23°38'00" East 85.78 feet; thence North 11°07'17" East 102.29 feet; thence North 66°40'24" East 39.35 feet to the Point of Beginning.

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S. LINE, SEC. 36, TBN, R16W (TOWNSHIP LINE) & C/L NEW HOLLAND ST.

POND 1
EL 620.2

PARK TOWNSHIP POND 1

DRIESENGA & ASSOCIATES, INC.

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

MACATAWA LEGENDS

IN SECTION 1, TBN, R16W & SECTION 2, TBN, R15W

DATE 10/6/04 DRAWN BY RJA

JOB No 0310208-1

SHEET 1 OF 1

N:\V Holland\Projects\2003\0310208-1\dwg\W:\0310208-515 EASEMENT-DESC.dwg 9/9/2010 4:48:33 PM EDT
SKETCH AND DESCRIPTION

POND 2 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section 1; thence South 02°10'01" East 683.37 feet along the East line of said Section 1; thence South 87°49'59" West 30.21 feet to the Point of Beginning; thence South 03°05'41" East 45.66 feet; thence South 77°28'27" West 19.88 feet; thence South 49°41'04" West 74.89 feet; thence South 80°51'36" West 54.30 feet; thence South 15°00'19" West 66.79 feet; thence South 60°15'40" West 74.52 feet; thence South 17°31'46" East 49.10 feet; thence South 07°07'15" West 72.18 feet; thence South 37°53'56" West 113.00 feet; thence South 15°02'07" West 121.12 feet; thence South 03°13'08" East 171.11 feet; thence South 46°35'09" East 28.20 feet; thence South 08°08'28" East 81.04 feet; thence South 47°33'24" West 70.63 feet; thence North 67°08'19" West 39.59 feet; thence South 40°12'31" West 88.32 feet; thence South 20°55'30" West 123.33 feet; thence South 00°49'42" West 158.90 feet; thence South 29°43'54" West 61.87 feet; thence South 80°53'04" West 83.79 feet; thence South 05°16'15" West 68.28 feet; thence South 00°17'51" East 55.98 feet; thence South 16°53'37" East 96.51 feet; thence South 43°52'01" East 81.17 feet; thence South 19°35'38" East 85.90 feet; thence South 47°46'52" West 45.88 feet; thence North 57°39'13" West 73.16 feet; thence South 64°57'05" West 53.27 feet; thence South 85°49'15" West 46.33 feet; thence North 40°39'33" West 98.75 feet; thence North 63°10'31" West 94.02 feet; thence North 88°39'03" West 108.17 feet; thence North 70°29'28" West 107.39 feet; thence North 48°31'03" West 142.69 feet; thence North 76°01'54" West 188.42 feet; thence North 68°30'46" West 157.11 feet; thence South 68°26'36" West 92.15 feet; thence North 88°01'01" West 64.90 feet; thence North 43°53'31" West 67.18 feet; thence North 01°35'54" West 148.55 feet; thence North 41°59'41" East 64.21 feet; thence North 82°26'12" East 174.47 feet; thence North 69°28'56" East 120.58 feet; thence North 52°08'58" East 114.63 feet; thence North 72°00'31" East 75.00 feet; thence South 85°34'00" East 75.71 feet; thence North 75°37'41" East 91.66 feet; thence North 49°32'55" East 68.52 feet; thence North 33°15'13" East 81.18 feet; thence North 07°24'48" East 126.36 feet; thence North 34°21'44" East 56.23 feet; thence North 82°04'54" East 146.89 feet; thence North 48°56'44" East 232.39 feet; thence North 33°57'15" East 158.48 feet; thence North 67°25'05" East 220.90 feet; thence North 07°10'25" East 46.88 feet; thence North 38°00'53" East 46.53 feet; thence North 81°18'24" East 52.99 feet; thence North 47°36'49" East 72.20 feet; thence North 84°54'20" East 48.57 feet to the Point of Beginning.

PARK TOWNSHIP POND 2

REVISED 01-10-2017, GLK

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND IS PREPARED BY US FOR THE ABSTRACT OF TITLE OR TITLE INSURANCE. POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

LEGEND
- Set Conc. Mark
- Faced Conc. Mark
- Set Capped Iron
- Faced Iron
- P. Plotted
- M. Measured
- D. Described

FOR MACATAWA LEGENDS

IN SECTION 1, T5N, R16W & SECTION 6, T5N, R16W

DATE 10/6/06 DRAWN BY RJA

SHIFT 2 OF 2 JOB No 0310208-1

4/48 33 PM EDT
SKETCH AND DESCRIPTION

POND 3 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the West 1/4 corner of said Section 6; thence South 89°53'07" East 855.98 feet along the E-W 1/4 line of said Section 6; thence North 340.00 feet to the Point of Beginning; thence North 18°24'05" West 27.04 feet; thence South 18°24'05" West 27.04 feet; thence South 3°07'02" West 48.81 feet; thence North 35°04'30" East 41.34 feet; thence North 73°58'12" East 213.40 feet; thence North 58°09'38" East 177.98 feet; thence North 82°29'34" East 96.37 feet; thence North 51°57'16" East 76.52 feet; thence North 18°52'57" East 67.01 feet; thence North 11°31'28" West 127.15 feet; thence North 27°23'46" East 62.46 feet; thence North 58°06'23" East 56.61 feet; thence North 20°48'07" East 51.66 feet; thence North 13°08'29" West 75.96 feet; thence North 38°32'41" East 44.12 feet; thence North 81°36'23" East 52.49 feet; thence North 13°54'41" East 78.10 feet; thence North 46°13'36" East 74.15 feet; thence North 18°32'56" West 131.88 feet; thence North 23°55'59" East 28.41 feet; thence South 74°39'17" East 33.21 feet; thence South 20°18'30" East 154.94 feet; thence South 53°37'20" East 93.32 feet; thence South 30°20'20" East 86.17 feet; thence South 03°41'06" East 54.37 feet; thence South 37°14'12" West 92.02 feet; thence South 28°30'57" East 92.32 feet; thence South 42°50'52" West 165.30 feet; thence South 25°24'24" West 101.22 feet; thence South 08°44'39" East 57.04 feet; thence South 36°12'46" East 231.88 feet; thence South 14°44'57" East 56.23 feet; thence South 07°52'20" West 78.19 feet; thence South 23°50'36" West 24.01 feet; thence South 58°33'36" West 49.33 feet; thence North 67°09'09" West 98.23 feet; thence North 62°44'25" West 63.78 feet; thence North 43°06'07" West 67.33 feet; thence South 78°31'09" West 88.20 feet; thence North 72°34'19" West 74.95 feet; thence North 45°53'07" West 81.77 feet; thence North 89°53'07" West 507.12 feet to the Point of Beginning.
SKETCH AND DESCRIPTION

POND 4 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Southwest fractional 1/4 and part of the Southeast 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the West 1/4 corner of said Section 6; thence South 89°37'07" East 2138.67 feet along the E-W 1/4 line of said Section 6; thence South 00°06'33" West 513.45 feet to the Point of Beginning; thence North 85°07'34" East 120.60 feet; thence North 39°21'30" East 104.40 feet; thence South 85°10'24" East 139.04 feet; thence North 62°03'46" East 133.65 feet; thence South 87°42'27" East 107.56 feet; thence North 67°31'22" East 106.27 feet; thence South 81°52'51" East 153.89 feet; thence North 78°57'14" East 105.06 feet; thence South 76°38'35" East 120.84 feet; thence North 84°04'53" East 79.12 feet; thence North 59°44'40" East 124.86 feet; thence South 87°54'17" East 58.46 feet; thence South 40°24'24" East 81.56 feet; thence South 86°51'14" East 40.17 feet; thence South 43°17'48" East 54.88 feet; thence South 79°41'34" East 73.02 feet; thence South 25°58'07" East 60.32 feet; thence South 21°09'12" West 50.44 feet; thence South 87°08'11" West 137.32 feet; thence North 82°16'54" West 352.90 feet; thence South 89°51'50" West 220.44 feet; thence South 83°27'58" West 192.16 feet; thence South 77°14'16" West 543.93 feet; thence North 45°17'55" West 49.19 feet; thence North 22°09'07" East 77.77 feet to the Point of Beginning.

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W 1/4 CORNER, SEC. 6, T5N, R15W
E-W 1/4 LINE, SEC. 6, T5N, R15W

POND 4
EL 618.9

HOLLAND TOWNSHIP POND 4

DRIESENGA & ASSOCIATES, INC.
Engineering
Surveying
Testing

MACATAWA LEGENDS
IN SECTION 1, T5N, R16W & SECTION 5, T5N, R15W
DATE 10/6/04 DRAWN BY RJA
SHEET 1 OF 1 JOB No. 0310208-1

N:\\Holland\Projects\0003\0310208-1\dwg\DLC\0310208-515 EASEMENT-DESC.dwg 9/9/2010 4:48:33 PM EDT

OCROD PG 60 OF 100
SKETCH AND DESCRIPTION

POND 5 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Northeast 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of said Section 6, thence North 89°52'58" West 1835.84 feet along the E-W 1/4 line of said Section; thence North 00°07'02" East 45.60 feet to the Point of Beginning; thence North 89°53'24" West 210.76 feet; thence North 43°18'36" West 51.01 feet; thence North 03°58'03" East 135.26 feet; thence North 25°38'45" West 73.90 feet; thence North 13°37'17" East 71.52 feet; thence North 21°34'30" West 70.98 feet; thence North 54°02'03" West 120.80 feet; thence North 22°41'02" West 52.35 feet; thence North 04°47'48" East 49.89 feet; thence North 44°14'05" East 71.06 feet; thence North 86°38'51" East 59.47 feet; thence South 43°19'04" East 63.22 feet; thence South 04°46'30" West 77.90 feet; thence South 53°22'20" East 87.84 feet; thence South 00°13'55" East 66.90 feet; thence South 22°18'10" East 39.35 feet; thence South 57°43'09" East 84.52 feet; thence South 13°36'34" East 108.72 feet; thence South 62°13'28" East 116.88 feet; thence South 13°09'30" East 64.25 feet; thence South 14°49'48" West 38.10 feet; thence South 65°49'44" West 53.23 feet to the Point of Beginning.

LINE TABLE

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<td>N03°58'03&quot;E</td>
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HOLLAND TOWNSHIP POND 5

DRIESENGA & ASSOCIATES, INC.

FOR MACATAWA LEGENDS

IN SECTION 1, TSN, R16W & SECTION 6, TSN, R15W

DATE: 10/6/04

DRAWN BY: RJA

SHEET 1 OF 1

JOB NO: 03102008-1
SKETCH AND DESCRIPTION

POND 6 DRAINAGE EASEMENT

An easement for drainage and storm water detention over part of the Northwest fractional 1/4 and the Northeast 1/4 of Section 6, Town 5 North, Range 13 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of said Section 6, thence North 89°27'58" West 251.24 feet along the E-W 1/4 line of said Section 6; thence North 00°00'02" East 524.81 feet to the Point of Beginning; thence North 83°38'04" West 44.20 feet; thence North 19°34'38" West 360.00 feet; thence North 10°40'14" West 101.32 feet; thence North 08°00'58" East 241.28 feet; thence North 35°24'31" East 61.72 feet; thence North 71°40'29" East 92.74 feet; thence North 59°27'46" East 209.01 feet; thence South 89°41'39" East 63.45 feet; thence South 68°41'51" East 251.99 feet; thence South 84°33'37" East 201.86 feet; thence South 89°56'50" East 34.00 feet; thence North 73°00'31" East 60.73 feet; thence South 89°56'50" East 789.79 feet; thence South 55°52'26" East 42.40 feet; thence South 02°47'36" East 44.33 feet; thence South 40°39'00" West 45.67 feet; thence South 79°22'37" West 96.87 feet; thence South 57°12'25" West 113.28 feet; thence North 78°28'13" West 139.33 feet; thence South 53°04'52" West 116.80 feet; thence South 87°43'53" West 70.07 feet; thence North 58°17'37" West 211.63 feet; thence North 86°37'04" West 186.48 feet; thence North 89°56'50" West 187.00 feet; thence South 27°53'47" West 71.70 feet; thence North 90°00'00" West 32.29 feet; thence North 37°53'33" West 77.77 feet; thence North 72°44'04" West 85.81 feet; thence North 81°36'33" West 91.46 feet; thence South 50°59'11" West 101.48 feet; thence South 65°37'34" West 148.25 feet; thence North 85°04'07" West 91.11 feet; thence South 47°13'18" West 38.84 feet; thence South 16°10'12" East 85.05 feet; thence South 50°48'32" East 153.85 feet; thence South 13°32'05" East 80.47 feet; thence South 24°16'03" West 138.52 feet; thence South 06°10'13" West 56.29 feet; thence South 28°56'31" East 142.95 feet; thence South 29°16'52" West 40.86 feet; thence South 81°38'10" West 37.12 feet to the Point of Beginning.

HOLLAND TOWNSHIP POND 6

DRIESEN & ASSOCIATES, INC.

Engineering
Surveying
Testing

FOR MACATAWA LEGENDS

IN SECTION 1, TSN, R15W & SECTION 6, TSN, R15W

DATE 10/6/04

DRAWN BY RJA

SHEET 1 OF 1

REVISED 01-10-2017, DLK

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

N:\\Holland\Projects\2002\\03102008-1\ising\DMG\DL\03102008-515 EASEMENT.DESC.xml 8/9/2013 4:48 PM EDT

OCRED PG 62 OF 100
LEGAL DESCRIPTION
ENTRY POND EASEMENT
(AT MACATAWA LEGENDS BOULEVARD)

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, THENCE ALONG THE SOUTH LINE OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 38 SECONDS EAST 1728.14 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 368.97 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 32 MINUTES 22 SECONDS EAST 82.00 FEET; THENCE SOUTHEASTERLY 36.17 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 24 MINUTES 17 SECONDS EAST 32.56 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 08 SECONDS EAST 599.91 FEET; THENCE SOUTHWESTERLY 41.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 50 DEGREES 49 MINUTES 24 SECONDS WEST 35.84 FEET; THENCE WESTERLY 52.57 FEET ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 39 MINUTES 04 SECONDS WEST 52.17 FEET; THENCE NORTHWESTERLY 41.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 81 DEGREES 31 MINUTES 17 SECONDS WEST 35.84 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 08 SECONDS WEST 599.91 FEET; THENCE NORTH-EASTERLY 36.17 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 44 DEGREES 35 MINUTES 43 SECONDS EAST 32.56 FEET TO THE POINT OF BEGINNING; SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD SAID EASEMENT CONTAINS 1.51 ACRES (65,933.5 SQ. FT.)
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "A"

An easement for drainage over part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as:

Commencing at the Northeast corner of said Section 1; thence South 89°19'08" West 1935.62 feet along the South line of Section 36, Town 6 North, Range 16 West; thence South 00°40'51" East 755.85 feet to the Point of Beginning; thence South 61°27'05" West 11.52 feet; thence South 09°29'14" West 10.80 feet; thence North 58°18'20" West 19.12 feet; thence South 89°41'24" West 618.93 feet; thence North 00°01'41" East 20.00 feet; thence North 89°41'24" East 624.55 feet; thence South 58°18'20" East 26.49 feet to the Point of Beginning.

NE CORNER, SEC. 1, TSN, R16W

S. LINE, SEC. 36, TSN, R16W (TOWNSHIP LINE) &
C/L NEW HOLLAND ST.

PARK TOWNSHIP DRAINAGE

DRIESENGA & ASSOCIATES, INC.

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

LEGEND

A Set Conc. Mon.
B Set Found Conc. Mon.
C Set Capped Inn.
D Found Inn.
P Plotted
M Measured
D Described

FOR MACATAWA LEGENDS

IN SECTION 1, TSN, R16W & SECTION 6, TSN, R15W

DATE 10/06/04

DRAWN BY RAJ

SHEET 1 OF 1

JOB NO. 0310208-1
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "B"

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as Commencing at the East 1/4 corner of Section 1, Town 5 North, Range 16 West, thence North 20°10'01" West 24.99 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence South 88°33'07" East 1370.54 feet along the E-W 1/4 line of said Section 6; thence North 00°19'11" East 203.00 feet to the Point of Beginning; thence North 25°18'45" East 98.15 feet; thence South 45°33'07" East 12.45 feet; thence South 72°34'19" East 8.30 feet; thence South 23°19'45" West 87.21 feet; thence Westerly 21.57 feet along a 203.00 foot radius curve to the left, the chord of which bears North 86°38'13" West 21.56 feet to the Point of Beginning.

DRAINAGE EASEMENT "C"

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as Commencing at the East 1/4 corner of Section 1, Town 5 North, Range 16 West; thence North 02°10'01" West 24.99 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence South 89°53'07" East 1527.85 feet along the E-W 1/4 line of said Section 6; thence North 00°06'53" East 128.30 feet to the Point of Beginning; thence Northwesterly 20.47 feet along a 203.00 foot radius curve to the left, the chord of which bears North 4°13'27" West 20.46 feet; thence North 60°14'09" East 159.58 feet; thence South 62°44'25" East 23.84 feet; thence South 60°14'09" West 188.23 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

LEGEND

- Cm Cond. Man.
- M Cond. Man.
- F C. Man. C. Man.
- M Settled in Man.
- C Settled Man.
- P Pitted
- J J. Measured
- D D. Described

IN SECTION 1, TSN, R16W & SECTION 6, TSN, R15W

DATE 10/6/04 DRAWN BY RJA

SHEET 1 OF 8 JOB No. 0310208-1

DRIESenga & ASSOCIATES, INC.

Engineering Surveying Testing

W: 350-396-2855 P: 810-318-1653

www.driesenga.com
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "D"

An easement for drainage over part of the West fractional 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of Section 1, Town 5 North, Range 16 West; thence North 02°10'01" West 24.99 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence South 89°30'07" East 1745.97 feet along the E-W 1/4 line of said Section 6, thence North 02°06'53" East 199.70 feet to the Point of Beginning; thence South 87°01'09" East 23.41 feet; thence South 28°19'06" East 809.26 feet; thence South 85°07'34" West 15.26 feet; thence South 22°08'07" West 7.64 feet; thence North 28°19'06" West 819.16 feet to the Point of Beginning.
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "E"

An easement for drainage over part of the East 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of said Section 6; thence North 89°52'56" West 1947.40 feet along the E-W 1/4 line of said Section 6 to the Point of Beginning; thence South 00°02'15" East 295.61 feet; thence North 85°34'17" West 20.05 feet; thence North 00°02'15" West 342.80 feet; thence South 89°55'24" East 20.00 feet; thence South 00°02'15" East 45.59 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

DRIESENGA & ASSOCIATES, INC.

LEGEND

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

MACATAWA LEGENDS

IN SECTION 1, TSN, R16W & SECTION 5, TSN, R15W

DATE 10/6/04 DRAWN BY RJA

SHEET 3 OF 8 JOB NO. 0310209-1
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "F"
An easement for drainage over part of the Southwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of Section 1, Town 5 North, Range 16 West; thence North 02°10'01" West 24.99 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence South 89°53'07" East 1742.95 feet along the E-W 1/4 line of said Section 6; thence South 00°05'52" West 664.72 feet to the Point of Beginning; thence North 71°01'55" East 173.66 feet; thence South 87°25'28" East 94.54 feet; thence North 73°39'46" East 115.37 feet; thence South 22°09'07" West 6.75 feet; thence South 45°17'35" East 12.25 feet; thence South 73°39'46" East 119.76 feet; thence North 87°25'28" East 94.16 feet; thence South 71°01'55" West 160.33 feet; thence Northwesterly 19.02 feet along a 447.00 foot radius curve to the right, the chord of which bears North 51°42'14" West 19.02 feet to the Point of Beginning.

DRAINAGE EASEMENT "G"
An easement for drainage over part of the Southwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the East 1/4 corner of Section 1, Town 5 North, Range 15 West; thence North 02°10'01" West 24.99 feet along the East line of said Section 1 to the West 1/4 corner of said Section 6; thence South 89°53'07" East 2259.38 feet along the E-W 1/4 line of said Section 6; thence South 00°05'53" West 593.03 feet to the Point of Beginning; thence North 77°14'18" East 12.00 feet; thence South 12°41'30" East 128.13 feet; thence South 77°10'50" West 12.00 feet; thence North 12°41'50" West 128.14 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "H"
An easement for drainage over part of the North 1/2 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of Section 31, Town 6 North, Range 15 West; thence North 89°35'04" East 68.51 feet along the South line of said Section 31; thence South 01°32'00" East 2272.24 feet along the N-S 1/4 line of said Section 6 to the Point of Beginning; thence North 74°39'12" East 103.09 feet; thence South 19°34'38" East 5.48 feet; thence South 63°38'04" East 9.62 feet; thence South 74°39'12" West 149.30 feet; thence North 19°34'38" West 12.03 feet; thence North 74°39'12" West 37.36 feet to the Point of Beginning.

DRAINAGE EASEMENT "I"
An easement for drainage over part of the Northeast 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of Section 31, Town 6 North, Range 15 West; thence North 89°35'04" East 68.51 feet along the South line of said Section 31; thence South 01°32'00" East 2218.05 feet along the N-S 1/4 line of said Section 6; thence North 88°28'00" East 192.57 feet to the Point of Beginning; thence South 89°25'01" East 179.55 feet; thence South 04°17'45" West 20.05 feet; thence North 89°25'01" West 171.12 feet; thence North 29°16'52" East 5.50 feet; thence North 28°56'31" West 17.44 feet to the Point of Beginning.
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "J"

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of Section 31, Town 6 North, Range 15 West; thence North 80°39'04" East 88.51 feet along the South line of said Section 31; thence South 01°32'00" East 1668.25 feet along the N-S 1/4 line of said Section 6; thence South 08°00'08" West 25.05 feet to the Point of Beginning; thence continuing South 08°00'56" West 12.00 feet; thence North 80°57'36" West 145.29 feet; thence North 08°22'57" East 12.00 feet; thence South 80°57'36" East 145.21 feet to the Point of Beginning.

DRAINAGE EASEMENT "K"

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of Section 31, Town 5 North, Range 15 West; thence North 89°39'04" East 88.51 feet along the South line of said Section 31; thence South 01°32'00" East 1668.25 feet along the N-S 1/4 line of said Section 6; thence North 85°21'16" West 201.46 feet to the Point of Beginning; thence South 08°22'57" West 19.75 feet; thence North 57°20'40" West 273.32 feet; thence North 13°31'39" West 49.59 feet; thence North 23°30'01" East 97.81 feet; thence North 05°17'55" West 23.16 feet; thence Southsoutherly 24.64 feet along a 540.01 foot radius curve to the left, the chord of which bears South 52°13'36" East 24.64 feet; thence South 05°17'55" East 10.96 feet; thence South 23°30'01" West 96.40 feet; thence South 13°31'39" East 36.32 feet; thence South 57°20'40" East 257.97 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

DRIESenga & ASSOCIATES, INC.

REVISED 01-10-2017, SLK

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LEGEND
A. State Conc. M
B. Set Conc. M
C. Found Conc. M
D. Found Iron
E. Found Iron
F. Pitted
G. Measured
H. Described

MACATAWA LEGENDS

IN SECTION 1, TSW, R1SW & SECTION 6, TSW, R1SW
DATE 10/9/04
DRAWN BY RJA

SHEET 6 OF 8
JOB No. 0310208-1
DRAINAGE EASEMENT "L"

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Northwest corner of said Section 6; thence North 89°40'36" East 1501.00 feet along the South line of Section 31, Town 6 North, Range 15 West; thence South 00°19'24" East 1070.50 feet to the Point of Beginning; thence Southeastly 23.22 feet along the arc of a 108.00 foot radius curve to the left, the chord of which bears South 72°56'43" East 23.18 feet; thence South 13°18'37" East 121.07 feet; thence South 32°23'46" West 27.94 feet; thence North 13°18'37" West 152.31 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

DRIESENGA & ASSOCIATES, INC.

REVISED 04-10-2017, DLK
REV. 12/03/04

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

FOR MACATAWA LEGENDS

DATE 10/6/04 DRAWN BY RJA

Sheet 7 of 8 Job No. 030208-1
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT "M"

An easement for drainage over part of the Northeast 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of Section 31, Town 6 North, Range 15 West; thence North 89°30'10" East 66.97 feet to the Northeast corner of said Section 6, said Northeast corner being 5.15 feet South of the closing corner of said Section 6; thence South 01°32'16" East 148.93 feet along the East line of said Section 6; thence South 86°27'46" West 511.92 feet to the Point of Beginning; thence South 00°03'10" West 20.10 feet; thence South 84°28'02" West 137.11 feet; thence South 89°53'13" West 152.73 feet; thence North 02°47'36" West 13.13 feet; thence North 55°52'26" West 12.24 feet; thence North 89°53'13" East 162.52 feet; thence North 84°28'02" East 138.11 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

DRIESENGA & ASSOCIATES, INC.

REVISED 01-10-2017, GJK

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FOR INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARABLE WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

LEGEND

A. Set Driveway
C. Set Capped Inn
D. Found Ins
E. Plotted
F. Measured
G. Described

FOR MACATAWA LEGENDS

IN SECTION 1, T5N, R16W & SECTION 5, T5N, R15W

DATE 10/8/04 DRAWN BY RJA

SHET 8 OF 8 JOB NO. 0310208-1

H:\Holland\Project\\2003\0310208-1\new\DWG_OLD\0310208-515 EASEMENT-02NC.dwg 8/9/2010 4:48:33 PM EDT
DRAINAGE EASEMENT IN THE TRADITIONS

An easement for drainage over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Northwest corner of said Section 6; thence North 88°40'36" East 2127.19 feet along the South line of Section 31, Town 6 North, Range 15 West; thence South 00°27'38" East 632.22 feet to the Point of Beginning; thence continuing South 00°27'38" East 14.00 feet; thence South 88°39'04" West 107.42 feet; thence North 00°20'56" West 14.00 feet; thence North 89°39'04" East 107.39 feet to the Point of Beginning.

HOLLAND TOWNSHIP DRAINAGE

DRIESENGA & ASSOCIATES, INC.

FOR MACATAWA LEGENDS
IN SECTION 6, Township 5 North, Range 15 West
DATE 12/29/04 DRAWN BY RJJ

Sheet 1 of 1 Job No. 0310208-1
SKETCH AND DESCRIPTION

DRAINAGE EASEMENT IN THE TRADITIONS

An easement for drainage over part of the Northwest fractional
1/4 of Section 6, Town 5 North, Range 15 West, Holland Township,
Ottawa County, Michigan, described as: Commencing at the
Northwest corner of said Section 6; thence North 89°40'36" East
2169.36 feet along the South line of Section 31, Town 6 North,
Range 15 West; thence South 00°19'24" East 180.91 feet to the
Point of Beginning; thence South 00°20'56" East 10.00 feet;
thence South 89°32'22" West 190.77 feet; thence North 00°27'38"
West 10.00 feet; thence North 89°32'22" East 190.79 feet to the
Point of Beginning.

NEW HOLLAND STREET

S. LINE, SEC. 31, T6N, R15W
(TOWNSHIP LINE)

NW CORNER,
SEC. 6, T5N, R15W

KAMPHEUS GRAN
ESTATE.

PHOENIX PLACE
(PRIVATE)

HOLLAND TOWNSHIP DRAINAGE

FOR MACATAWA LEGENDS

IN SECTION 6, T6N, R15W

DATE 2/28/2005 DRAWN BY RJA

SHEET 1 OF 1 JOB No 0310208-1

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WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE
POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

Easement Descriptions

DRIESENGA &
ASSOCIATES, INC.

Engineering
Surveying
Testing

www.driesenga.com


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EXHIBIT E

Cart Path Easement Areas
SKETCH AND DESCRIPTION

Part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township and part of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan. See page 2 for complete legal description.

CART PATH EASEMENT

N:\Vindicator\Projects\2003\0310208--\docs\DCMOLD\0310208--S15 EASEMENT--DESIGN.dwg 8/9/2010 4:46:33 PM EDT

MACATAWA LEGENDS

IN SECTION 1, TSN, R16W & SECTION 6, TSN, R15W

DATE 10/8/04 DRAWN BY RJM

SHEET 1 OF 2 SHEET NO. 0310208--1
SKETCH AND DESCRIPTION

CART PATH EASEMENT

An easement for ingress and egress over part of the Northwest fractional 1/4 of Section 6, Town 5 North, Range 15 West, Holland Township and port of the Northeast fractional 1/4 of Section 1, Town 5 North, Range 16 East, Park Township, Ottawa County, Michigan, described as:

Commencing at the East 1/4 corner of said Section 1, thence North 02°10’01” West 288.95 feet along the East line of said Section 1; thence South 89°30’33” West 65.52 feet; thence Westwardly 10.86 feet along the Northerly right—of—way of Georgian Bay Drive (66.0 feet wide) along a 267.00 foot radius curve to the right, the chord of which bears North 89°39’30” West 10.86 feet to the Point of Beginning; thence continuing along said right—of—way Westwardly 15.04 feet along a 267.00 foot radius curve to the right, the chord of which bears North 88°32’45” West 15.04 feet; thence North 00°29’27” West 18.61 feet; thence North 24°23’22” West 41.03 feet; thence North 22°01’02” East 51.35 feet; thence North 09°36’35” East 55.89 feet; thence Northerly 102.29 feet along a 142.50 foot radius curve to the left, the chord of which bears North 10°57’17” West 57.17 feet; thence Northerly 34.73 feet along a 117.50 foot radius curve to the left, the chord of which bears North 39°59’14” West 34.60 feet; thence Northerly 50.76 feet along a 32.50 foot radius curve to the right, the chord of which bears North 03°42’48” West 45.75 feet; thence Northeasterly 30.51 feet along a 62.50 foot radius curve to the right, the chord of which bears North 63°30’51” East 68.38 feet; thence North 90°00’00” East 207.11 feet; thence Northeasterly 50.39 feet along a 92.50 foot radius curve to the left, the chord of which bears North 74°23’40” East 49.77 feet; thence Easterly 136.83 feet along a 132.50 foot radius curve to the right, the chord of which bears North 88°22’19” East 130.83 feet; thence North 40°57’38” East 29.12 feet; thence Northerly 11.90 feet along a 13.00 foot radius curve to the left, the chord of which bears North 14°43’57” East 11.49 feet; thence North 11129’44” West 151.38 feet; thence along the Right—of—way line of proposed Colby Drive Northeasterly 15.13 feet; thence a 56.00 foot radius curve to the left, the chord of which bears North 72°31’00” East 15.08 feet; thence South 11129’44” East 152.95 feet; thence Southwesterly 25.63 feet along a 28.00 foot radius curve to the right, the chord of which bears South 14°43’57” West 24.75 feet; thence South 40°57’38” West 26.56 feet; thence Southwesterly 123.24 feet along a 132.50 foot radius curve to the right, the chord of which bears South 28°45’50” East 118.85 feet; thence South 02°10’01” East 115.14 feet; thence Southwesterly 67.86 feet along a 111.50 foot radius curve to the right, the chord of which bears South 1516’03” West 66.81 feet; thence Southwesterly 20.28 feet along a 80.00 foot radius curve to the left, the chord of which bears South 2026’21” West 20.23 feet; thence South 1801’03” West 40.43 feet; thence South 00°06’53” West 125.89 feet; thence along the Northerly right—of—way line of Georgian Bay Drive (56.0 feet wide) Westwardly 19.13 feet along a 267.00 foot radius curve to the right, the chord of which bears North 82°36’31” West 19.13 feet; thence North 00°20’38” West 133.47 feet; thence North 1810’03” East 33.08 feet; thence Northeasterly 31.11 feet along a 95.00 foot radius curve to the right, the chord of which bears North 27°33’25” East 30.97 feet; thence Northeasterly 65.86 feet along a 96.50 foot radius curve to the left, the chord of which bears North 1723’08” East 64.59 feet; thence North 02°10’01” West 115.14 feet; thence Northerly 244.13 feet along a 117.50 foot radius curve to the left, the chord of which bears North 614’17” West 202.53 feet; thence Southwesterly 58.56 feet along a 107.50 foot radius curve to the right, the chord of which bears South 74°23’40” West 57.84 feet; thence South 00°00’00” West 207.11 feet; thence Southwesterly 57.86 feet along a 67.50 foot radius curve to the left, the chord of which bears South 6530’51” West 55.95 feet; thence Southerly 27.33 feet along a 17.50 foot radius curve to the left, the chord of which bears South 03°42’48” West 24.64 feet; thence Southwesterly 39.16 feet along a 132.50 foot radius curve to the right, the chord of which bears South 39°59’14” East 39.02 feet; thence South 313’08” East 57.17 feet; thence Southwesterly 113.06 feet along a 157.50 foot radius curve to the right, the chord of which bears South 10°57’17” East 110.65 feet; thence South 09°36’35” West 57.52 feet; thence South 22°01’02” West 46.55 feet; thence South 24°23’22” East 37.78 feet; thence South 00°29’27” East 22.82 feet to the Point of Beginning.
EXHIBIT F

Landscape Easement Areas
ENTRY ROAD LANDSCAPE EASEMENT

ENTRY ROAD LANDSCAPE EASEMENT EXHIBIT

NEW HOLLAND STREET

ENTRY ROAD
LEGAL DESCRIPTIONS
ENTRY ROAD LANDSCAPE EASEMENTS
(At Macatawa Legends Boulevard)

ENTRY ROAD LANDSCAPE EASEMENT NO. 1
PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 96, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 96, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST; THENCE ALONG THE SOUTH LINE OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1052.15 FEET, THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 50.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 884.71 FEET; THENCE SOUTHERLY 3.43 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 03 DEGREES 37 SECONDS 20 EAST 3.43 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 127.85 FEET; THENCE SOUTHWESTERLY 69.07 FEET ALONG THE ARC OF A 78.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 25 DEGREES 01 MINUTES 07 SECONDS WEST 66.63 FEET; THENCE SOUTHWESTERLY 70.84 FEET ALONG THE ARC OF AN 80.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 25 DEGREES 01 MINUTES 07 SECONDS WEST 68.55 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 13.68 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 27.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 224.03 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST 598.53 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 43.14 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 1.016 ACRES (44,194 SQ. FT.)

ENTRY ROAD LANDSCAPE EASEMENT NO. 2
PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 96, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 96, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1781.25 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 30.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 848.54 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 04 SECONDS EAST 383.42 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 04 SECONDS EAST 139.01 FEET; THENCE NORTH 46 DEGREES 02 MINUTES 08 SECONDS WEST 60.07 FEET; THENCE NORTHWESTERLY 155.96 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 68 DEGREES 22 MINUTES 31 SECONDS WEST 152.04 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 06 SECONDS WEST 20.30 FEET; THENCE WESTERLY 19.77 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 85 DEGREES 03 MINUTES 02 SECONDS WEST 19.74 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 33 SECONDS WEST 13.73 FEET; THENCE WESTERLY 211.70 FEET ALONG THE ARC OF A 480.50 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 87 DEGREES 48 MINUTES 08 SECONDS WEST 209.69 FEET; THENCE WASTERNLY 28.81 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 78 DEGREES 28 MINUTES 58 SECONDS WEST 28.80 FEET; THENCE SOUTH 81 DEGREES 47 MINUTES 04 SECONDS WEST 4.48 FEET; THENCE WESTERLY 81.41 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 16 MINUTES 07 SECONDS WEST 122.44 FEET; THENCE WESTERLY 60.03 FEET ALONG THE ARC OF AN 80.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 86 DEGREES 24 MINUTES 31 SECONDS WEST 58.63 FEET; THENCE NORTH 84 DEGREES 54 MINUTES 38 SECONDS WEST 1.34 FEET; THENCE WESTERLY 38.68 FEET ALONG THE ARC OF AN 80.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 78 DEGREES 02 MINUTES 59 SECONDS WEST 36.36 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 59 SECONDS WEST 87.52 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 38 SECONDS EAST 87.83 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 201.72 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 135.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 22 SECONDS WEST 100.50 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 13.35 FEET; THENCE NORTHWESTERLY 70.84 FEET ALONG THE ARC OF AN 80.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 25 DEGREES 42 MINUTES 59 SECONDS WEST 58.85 FEET; THENCE NORTHWESTERLY 69.07 FEET ALONG THE ARC OF A 78.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 25 DEGREES 42 MINUTES 59 SECONDS WEST 68.83 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 127.59 FEET; THENCE NORTHERLY 3.47 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 02 DEGREES 57 MINUTES 48 SECONDS EAST 3.47 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 2.486 ACRES (108,209 SQ. FT.)
ENTRY ROAD LANDSCAPE EASEMENT EXHIBIT

LEGAL DESCRIPTIONS
ENTRY ROAD LANDSCAPE EASEMENTS
(AT MACATAWA LEGENDS BOULEVARD)

ENTRY ROAD LANDSCAPE EASEMENT NO. 3

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1728.14 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 368.97 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST 62.00 FEET; THENCE SOUTHEASTERLY 36.17 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 24 MINUTES 21 SECONDS EAST 32.56 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS EAST 356.91 FEET; THENCE SOUTHWESTERLY 41.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 50 DEGREES 49 MINUTES 24 SECONDS WEST 35.84 FEET; THENCE WESTERLY 52.57 ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 39 MINUTES 04 SECONDS WEST 52.17 FEET; THENCE NORTHEASTERLY 41.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 51 DEGREES 31 MINUTES 17 SECONDS WEST 35.84 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 569.79 FEET; THENCE NORTHEASTERLY 38.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 44 DEGREES 35 MINUTES 43 SECONDS EAST 32.50 FEET TO THE POINT OF BEGINNING.

ENTRY ROAD LANDSCAPE EASEMENT NO. 4

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 1813.16 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 303.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS EAST 14.44 FEET; THENCE SOUTHWESTERLY 36.08 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 35 MINUTES 43 SECONDS WEST 32.50 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 569.79 FEET; THENCE NORTHEASTERLY 38.17 FEET ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 45 DEGREES 24 MINUTES 21 SECONDS WEST 32.56 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 14.56 FEET; THENCE EASTERLY 169.85 FEET ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 39 MINUTES 04 SECONDS EAST 108.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 1.85± ACRES (80,426± SQ. FT.)
LEGAL DESCRIPTIONS
LANDSCAPE EASEMENTS
(AT GEORGIAN BAY DRIVE Lift STATION)

LANDSCAPE EASEMENT NO. 1
PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.99 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 06, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 06, SOUTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 1370.55 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 157.00 FEET; THENCE SOUTHEASTERLY 212.80 FEET ALONG THE ARC OF A 137.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 25 SECONDS EAST 191.90 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 42 SECONDS WEST 137.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS AND APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.33 ACRES (14,863.3 SQ. FT.)

LANDSCAPE EASEMENT NO. 2
PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.99 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 06, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 06, SOUTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 1370.55 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 170.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS WEST 7.44 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 33.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 30.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 7.44 FEET; THENCE SOUTHEASTERLY 361.58 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 25 MINUTES 42 SECONDS WEST 306.35 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS WEST 7.44 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.24 ACRES (10,372.5 SQ. FT.)
LEGAL DESCRIPTIONS
CLUB TEN & PARK HOMES LANDSCAPE EASEMENTS
(AT GEORGIAN BAY DRIVE)

CLUB TEN LANDSCAPE EASEMENT

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 01, TOWN 05 NORTH, RANGE 18 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.98 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 06, THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 283.96 FEET, THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST 63.51 FEET TO THE EASTERN RIGHT OF WAY LINE OF 144TH AVENUE (100 FEET WIDE) FOR THE POINT OF BEGINNING, THENCE ALONG SAID EASTERN RIGHT OF WAY LINE, NORTH 89 DEGREES 02 MINUTES 38 SECONDS WEST 161.59 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 07 SECONDS EAST 93.04 FEET; THENCE SOUTH 20 DEGREES 18 MINUTES 12 SECONDS WEST 15.23 FEET; THENCE SOUTHERLY 43.24 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTHERLY 10 DEGREES 38 MINUTES 38 SECONDS WEST 43.02 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 03 SECONDS WEST 84.78 FEET; THENCE SOUTHERLY 23.50 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 00 DEGREES 27 MINUTES 42 SECONDS WEST 23.41 FEET; THENCE WESTERLY 52.69 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 57 MINUTES 28 SECONDS WEST 52.64 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 33 SECONDS WEST 21.98 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.30± ACRES (13,073± SQ. FT.)

PARK HOMES LANDSCAPE EASEMENT

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 01, TOWN 05 NORTH, RANGE 18 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.98 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 06, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 06, NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 55.11 FEET TO THE EASTERN RIGHT OF WAY LINE OF 144TH AVENUE (100 FEET WIDE) FOR THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 20 MINUTES 38 SECONDS WEST 198.43 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST 22.13 FEET; THENCE EASTERLY 4.87 FEET ALONG THE ARC OF A 287.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 58 MINUTES 05 SECONDS EAST 4.87 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST 198.67 FEET TO THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 06; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 53 MINUTES 07 SECONDS WEST 27.00 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.12± ACRES (5,391± SQ. FT.)
THE ESTATES LANDSCAPE EASEMENT EXHIBIT

SOUTHEAST CORNER OF SEC 36, T6N, R15W & NORTHEAST CORNER OF SEC 01, T0S, R16W (COMMON CORNER)

THE ESTATES LANDSCAPE EASEMENT NO. 3
0.28± ACRES
(12,219± SQ. FT.)

ARC = 58.41'
RAD = 35.00'
L.C.B = N60°01'49"W
L.C. DIST = 51.86'

N12°00'34"E
45.55'

57°54'45"E
14.07'

P.O.B.

S87°49'45"W
28.65'

GEORGIAN BAY DRIVE

THE ESTATES LANDSCAPE EASEMENT NO. 4
0.21± ACRES
(9,237± SQ. FT.)

ARC = 97.22'
RAD = 267.09'
L.C.B = N89°30'33"W
L.C. DIST = 95.88'

P.O.B.

N89°30'33"W
28.65'

WEST 1/4 CORNER OF SEC 06, T0S, R15W
-24.99'

EAST 1/4 CORNER OF SEC 01, T0S, R16W

THE ESTATES LANDSCAPE EASEMENTS AT GEORGIAN BAY DRIVE

DRIESNAGA & ASSOCIATES, INC.
Engineering • Surveying • Testing

FOR
MACATAWA LEGENDS HOMEOWNERS ASSOCIATION
42 EAST LAKEWOOD BLVD.
HOLLAND, MICHIGAN 49424

REVISED: 11-10-2017, GLK

IN NE 1/4 OF SECTION 01, T. 05 N., R. 16 W.

DATE: 08/21/2016
DRAWN BY: CLK

SHEET: 2 OF 3
JOB NO. 131054.3.5D

File Name: N:\Projects\Projects\2013\131054.3D Woodland Master Easement\Macatawa Easement Agreement Exhibit Changes\1310543-01B7_3D.dwg
THE ESTATES LANDSCAPE EASEMENT EXHIBIT

LEGAL DESCRIPTIONS
THE ESTATES LANDSCAPE EASEMENTS
(AT HARKEMAS CREEK DRIVE & GEORGIAN BAY DRIVE)

THE ESTATES LANDSCAPE EASEMENT NO. 1
PART OF THE NORTHEAST 1/4 OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 01, SAID CORNER LYING NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 3.30 FEET OF THE SOUTH 1/4 CORNER OF SECTION 36, TOWN 06 NORTH, RANGE 16 WEST; THENCE ALONG THE NORTH LINE OF SAID SECTION 01, NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 999.82 FEET; THENCE SOUTH 00 DEGREES 50 SECONDS EAST 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NEW HOLLAND STREET FOR THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 72.85 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 51 SECONDS EAST 83.50 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 44 SECONDS WEST 11.71 FEET; THENCE NORTH 55 DEGREES 19 MINUTES 08 SECONDS WEST 83.32 FEET; THENCE NORTH 10 DEGREES 09 MINUTES 27 SECONDS WEST 36.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.11 ACRES (4,998 SQ. FT.)

THE ESTATES LANDSCAPE EASEMENT NO. 2
PART OF THE NORTHEAST 1/4 OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 01, SAID CORNER LYING NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 3.30 FEET OF THE SOUTH 1/4 CORNER OF SECTION 36, TOWN 06 NORTH, RANGE 16 WEST; THENCE ALONG THE NORTH LINE OF SAID SECTION 01, NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 1132.71 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 51 SECONDS EAST 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NEW HOLLAND STREET FOR THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST 85.38 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 32 SECONDS WEST 41.80 FEET; THENCE SOUTH 05 DEGREES 26 MINUTES 02 SECONDS WEST 81.66 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 06 SECONDS WEST 11.43 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 51 SECONDS WEST 82.70 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.12 ACRES (5,400 SQ. FT.)

THE ESTATES LANDSCAPE EASEMENT NO. 3
PART OF THE NORTHEAST 1/4 OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 01; THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 263.96 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS WEST 35.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 144TH AVENUE (100 FEET WIDE) FOR THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 33 MINUTES 33 SECONDS WEST 30.01 FEET; THENCE NORTHWESTERLY 97.22 FEET ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 60 DEGREES 03 MINUTES 36 SECONDS WEST 96.68 FEET; THENCE NORTH 12 DEGREES 20 MINUTES 34 SECONDS EAST 45.55 FEET; THENCE SOUTH 71 DEGREES 54 MINUTES 45 SECONDS EAST 14.07 FEET; THENCE NORTHEASTERNLY 58.41 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 60 DEGREES 16 MINUTES 49 SECONDS EAST 51.66 FEET; THENCE NORTH 12 DEGREES 28 MINUTES 23 SECONDS EAST 93.68 FEET; THENCE SOUTH 82 DEGREES 40 MINUTES 49 SECONDS EAST 35.96 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 27 SECONDS EAST 169.23 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.26 ACRES (12,216 SQ. FT.)

THE ESTATES LANDSCAPE EASEMENT NO. 4
PART OF THE NORTHEAST 1/4 OF SECTION 01, TOWN 05 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 01; THENCE ALONG THE EAST LINE OF SAID SECTION 01, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 24.99 FEET TO THE WEST 1/4 CORNER OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02 DEGREES 10 MINUTES 01 SECONDS WEST 67.52 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 59 SECONDS WEST 42.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 144TH AVENUE (100 FEET WIDE) FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 47 MINUTES 00 SECONDS WEST 51.61 FEET; THENCE NORTH 85 DEGREES 51 MINUTES 50 SECONDS WEST 14.13 FEET; THENCE NORTH 03 DEGREES 59 MINUTES 49 SECONDS WEST 71.40 FEET; THENCE NORTH 02 DEGREES 44 MINUTES 22 SECONDS EAST 59.95 FEET; THENCE EASTERNLY 30.22 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 87 DEGREES 12 MINUTES 10 SECONDS EAST 38.26 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST 28.89 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS EAST 131.60 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.21 ACRES (9,937 SQ. FT.)
THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENT EXHIBIT

LEGAL DESCRIPTIONS
THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENTS
(AT HARRINGTON LANDING & PERRY CIRCLE)

THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENT NO. 1
PART OF THE NORTHEAST 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OUITA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST; THENCE NORTH 89 DEGREES 30 MINUTES 10 SECONDS EAST 86.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 06, SAID NORTHEAST CORNER BEING 5.15 FEET SOUTH OF THE CLOSING CORNER OF SAID SECTION 06; THENCE ALONG THE EAST LINE OF SAID SECTION 6, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 1161.80 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 50.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 136TH AVENUE FOR THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 125.05 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 20.01 FEET; THENCE NORTHEAST 44 DEGREES 15 MINUTES 28 SECONDS EAST 13.95 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 14 SECONDS WEST 115.04 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.032 ACRES (1,301 SQ. FT.)

THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENT NO. 2
PART OF THE NORTHEAST 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OUITA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 08 NORTH, RANGE 15 WEST; THENCE NORTH 89 DEGREES 30 MINUTES 10 SECONDS EAST 86.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 06, SAID NORTHEAST CORNER BEING 5.15 FEET SOUTH OF THE CLOSING CORNER OF SAID SECTION 06; THENCE ALONG THE EAST LINE OF SAID SECTION 6, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 1352.87 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 50.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 136TH AVENUE FOR THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 140.05 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 13.00 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 14 SECONDS WEST 130.05 FEET; THENCE NORTH 45 DEGREES 44 MINUTES 32 SECONDS WEST 14.34 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 50 SECONDS EAST 20.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.032 ACRES (1,451 SQ. FT.)

THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENT NO. 3
PART OF THE NORTHEAST 1/4 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OUITA COUNTY, MICHIGAN, DESCRIBED AS: A FULLY CIRCULAR-SHAPED PARCEL OF LAND 80.00 FEET IN DIAMETER, INCLUDING ALL LAND WITHIN 40.00 FEET FROM THE RADIUS POINT OF SAID CIRCULAR-SHAPED PARCEL, SAID RADIUS POINT LOCATION IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST; THENCE NORTH 89 DEGREES 30 MINUTES 10 SECONDS EAST 86.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 06, SAID NORTHEAST CORNER BEING 5.15 FEET SOUTH OF THE CLOSING CORNER OF SAID SECTION 06; THENCE ALONG THE EAST LINE OF SAID SECTION 6, SOUTH 01 DEGREES 32 MINUTES 14 SECONDS EAST 1102.00 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS WEST 2314.57 FEET TO AFORESMENTioned RADIUS POINT. SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.124 ACRES (5.027 SQ. FT.)

THE FAIRWAYS PHASE 2 LANDSCAPE EASEMENTS AT HARRINGTON LANDING

DRIESEN& ASSOCIATES, INC.
Engineering • Surveying • Testing

MACATAWA LEGENDS
HOMEOWNERS ASSOCIATION
42 EAST LAKEMOOD BLVD.
HOLLAND, MICHIGAN 49424

IN NW 1/4 OF SECTION 06, T. 05 N., R. 15 W.
DATE 02/01/2017
DRAWN BY: G.L.K.

FILE NAME: H:\Vision\Projects\2013\130543.mso Workland Master Easement\Master Easement Agreement Exhibit Changes\Low.3130543.50 Draft Saved
LEGAL DESCRIPTION
THE VILLAS LANDSCAPE EASEMENT
(AT PERRY CIRCLE & GEORGIAN BAY DRIVE)

PART OF THE NORTH FRACTIONAL 1/2 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, THENCE ALONG THE SOUTH LINE OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 36 SECONDS EAST 2547.24 FEET, THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 1411.31 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PERRY CIRCLE FOR THE POINT OF BEGINNING, THENCE EASTERLY 133.80 FEET ALONG THE ARC OF A 52.60 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 81 DEGREES 37 MINUTES 03 SECONDS EAST 99.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PERRY CIRCLE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, WESTERLY 100.00 FEET ALONG THE ARC OF A 484.01 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 81 DEGREES 37 MINUTES 03 SECONDS WEST 99.82 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 0.072 ACRES (2,033 SQ. FT.)
EXHIBIT G

Parking Easement Areas
LEGAL DESCRIPTION
GOLF COURSE CLUBHOUSE PARKING LOT EASEMENT

PART OF THE NORTH FRACTIONAL 1/2 OF SECTION 06, TOWN 05 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 06, SAID NORTHWEST CORNER ALSO BEING COMMON WITH THE SOUTHWEST CORNER OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, THENCE ALONG THE SOUTH LINE OF SECTION 31, TOWN 06 NORTH, RANGE 15 WEST, NORTH 89 DEGREES 40 MINUTES 38 SECONDS EAST 1901.42 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST 1079.32 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 39 MINUTES 04 SECONDS EAST 116.76 FEET; THENCE SOUTHEASTERLY 207.65 FEET ALONG THE ARC OF A 187.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 58 DEGREES 32 MINUTES 16 SECONDS EAST 197.14 FEET; THENCE SOUTHEASTERLY 112.43 FEET ALONG THE ARC OF A 540.01 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 32 DEGREES 41 MINUTES 28 SECONDS EAST 112.23 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 26 SECONDS WEST 84.55 FEET; THENCE WESTERLY 49.56 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 87 DEGREES 30 MINUTES 19 SECONDS WEST 45.64 FEET; THENCE WESTERLY 6.53 FEET ALONG THE ARC OF A 5.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 17 MINUTES 06 SECONDS WEST 6.15 FEET; THENCE SOUTH 54 DEGREES 17 MINUTES 00 SECONDS WEST 15.90 FEET, THENCE NORTHWESTERLY 68.86 FEET ALONG THE ARC OF A 663.01 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 32 DEGREES 49 MINUTES 40 SECONDS WEST 68.83 FEET, THENCE NORTH 59 DEGREES 55 MINUTES 18 SECONDS EAST 10.01 FEET; THENCE NORTH 29 DEGREES 09 MINUTES 13 SECONDS WEST 16.63 FEET; THENCE NORTHWESTERLY 129.73 FEET ALONG THE ARC OF A 109.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 82 DEGREES 27 MINUTES 40 SECONDS WEST 122.21 FEET; THENCE SOUTHWESTERLY 25.85 FEET ALONG THE ARC OF A 71.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 73 DEGREES 00 MINUTES 40 SECONDS WEST 25.71 FEET; THENCE SOUTHWESTERLY 42.83 FEET ALONG THE ARC OF A 39.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 06 MINUTES 57 SECONDS WEST 40.71 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 56 SECONDS EAST 11.13 FEET; THENCE SOUTHWESTERLY 16.49 FEET ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 22 DEGREES 09 MINUTES 04 SECONDS WEST 16.07 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 04 SECONDS WEST 26.82 FEET; THENCE NORTH 45 DEGREES 20 MINUTES 56 SECONDS WEST 80.50 FEET; THENCE NORTH 44 DEGREES 39 MINUTES 04 SECONDS EAST 22.03 FEET; THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 22 DEGREES 09 MINUTES 04 SECONDS EAST 38.27 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 56 SECONDS WEST 107.03 FEET TO THE POINT OF BEGINNING SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD. SAID EASEMENT CONTAINS 1.114 ACRES (48,286 SQ. FT.)
EXHIBIT A
Condominium Bylaws
THE FAIRWAYS OF MACATAWA LEGENDS

ARTICLE I
Association of Owners

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

ARTICLE II
Membership and Voting

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

2. **Vote.** Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
3. **Eligibility to Vote.** No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

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

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

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

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

8. **Community Membership in Club.** Each present and future Owner of a Unit shall, for the period of ownership, also be a “Community Member” of the Macatawa Legends Golf Club (“Club”), a private club owned and operated by the owner of the golf course adjacent to the
Condominium ("Golf Course"), provided that such owner or its designee is then operating the Club. The acceptance of a deed or land contract vendee’s interest to a Unit shall be, and is, deemed acceptance of such a membership in the Club ("Community Membership") and the rights and obligations imposed on Community Members. A Community Member is authorized to use certain of the common facilities available at the Club and participate in the programs of the Club, subject to the Club Membership Plan and such rules and regulations as are from time to time issued by the owner of the Club (collectively, the “Club Rules and Regulations”). Each Community Member shall pay, in accordance with this Section, Community Membership dues in the manner and amounts determined for such Community Members by the owner of the Club, subject to such reductions as the owner of the Club, in its sole discretion, may authorize. Any Community Member shall have the option, in his or her own discretion, to contract with the Club for the provision of additional services as may be offered by the Club on a voluntary basis from time to time in addition to those available to a Community Member, subject to such requirements as may be imposed by the owner of the Club. Such additional services may include, without limitation, upgrading the Community Membership to a sports membership and/or golf membership. Rights of a Community Member shall not be transferable or assignable. A Community Member may not delegate or assign his or her rights as such to any purchaser, lessee, tenant, licensee, sublessee, or other persons, unless otherwise authorized by the owner of the Club. A Community Member shall not be assessed for any operating losses of the Club.

9. Qualification of Community Member. Any firm, corporation, partnership, limited liability company, association, trust, or other legal entity who is the Owner of a Unit shall be required to designate one natural person to be the Community Member, and itself shall not be or be considered to be entitled to any rights or privileges of a Community Member unless otherwise authorized by the owner of the Club. Redesignation of a natural person after an initial designation may be done, if at all, at such times and under such rules and regulations as may be authorized by the Club. In the case of multiple natural persons who are Owners of a Unit, the Owners shall be required to designate in writing one of the multiple natural persons who are Owners and who resides in the Unit to be the Community Member, and the remaining natural persons who are Owners shall not be or be considered to be entitled to any rights or privileges of a Community Member; but the Club, in its own discretion and subject to such conditions as it may impose, may offer additional Community Memberships to such multiple natural persons who are Owners or other occupants of the Unit. Notwithstanding the foregoing, members of the immediate family (husband, wife, children and as otherwise authorized by the owner of the Club) of a natural person designated as a Community Member who reside in the Unit with such Community Member shall not be considered multiple Owners or occupants and may enjoy the privileges of the Community Membership under the membership rights of such Community Member, as provided in the Club Rules and Regulations.

10. Community Membership Fees and Dues. Community Membership dues shall commence at the time of transfer of a Condominium Unit to a non-Developer Condominium Owner, other than a residential builder. The Owners of each Unit shall pay the Community Membership dues in an amount established by the owner of the Club, subject to the terms and conditions of these Bylaws. Community Membership dues shall be paid directly to the Owner of the Club, and will not be collected by the Association as part of the Association’s maintenance assessment. Community Membership dues and other Club charges to a Community Member, shall be a charge for which a Community Member is personally liable, and shall also be a charge and a continuing lien for the
benefit of the owner of the Club on the Unit occupied by such Community Member, in the same fashion as an assessment owed to the Association. The owner of the Club shall have all the rights and remedies for the collection of such fees, dues, and other charges, and late charges, interest, and other charges with respect to them, in the same manner as the Association, as well as such further rights and remedies as are provided in the Club Rules and Regulations.

11. **No Warranties Regarding Club.** No representations or warranties have been or are made by the Developer or any other person with regard to the continuing ownership or operation of the Club. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment to these Bylaws signed or joined in by the Developer. Further, the ownership or operational duties of and as to the Club may change at any time and from time to time by virtue of, but without limitation: (a) the sale or assumption of operations of the Club to or by an independent person or entity; (b) the conversion of the Club membership structure to an “equity” club or similar arrangement under which the members of the Club or an entity owned or controlled by them become the owner(s) and/or operator(s) of the Club; (c) the conveyance or lease of the Club to one or more affiliates, members, managers, employees, or independent contractors of the Developer; or (d) the transfer of the Club to the Association or the Master Association referenced in the Master Easement Agreement, with or without consideration and subject or not subject to a mortgage or other encumbrance. As to any of the foregoing or any other alternative, no consent of the Association or any Owner shall be required to make such transfer, even in the case of a conveyance to the Association or Master Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or another encumbrance on the applicable land and other property. No Owner shall have any ownership interest in the Club solely by virtue of the their membership in the association or Club or ownership of a Condominium Unit.

12. **Club Membership to the General Public.** The owner of the Club reserves the right, in its sole discretion, to offer to the general public memberships in the Club on such terms and conditions as the owner of the Club shall determine.

**ARTICLE III**

**Meetings**

1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

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

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

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

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

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

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

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

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

**ARTICLE IV**

**Advisory Committee**

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

**ARTICLE V**

**Board of Directors**

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

2. **Election of Directors.**

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

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

   (c) **Election of Directors at and After First Annual Meeting.**

      (i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before conveyance of 90% of such Units, the non-developer Owners shall elect all Directors of the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

      (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.
(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Owners under subsection (b) results in a right of non-developer Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units in all Phases of the Condominium Project as stated in the Master Deed.

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

3. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Owners.
4. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article XIII, Section 26 of these Bylaws.

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

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

5. **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for
services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

6. **Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

7. **Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

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

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

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

**ARTICLE VI**

**Officers**

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

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

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

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

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

**ARTICLE VII**

**Seal**

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

**ARTICLE VIII**

**Finance**

1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once each year a financial statement, the contents of which shall be defined by the Association. Unless the Association “opts out” as provided herein, the Association on an annual basis shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The
audit or review shall be performed in accordance with the Statements on Auditing Standards or the Statements on Standards for Accounting and Review Services, respectively, of the American Institute of Certified Public Accountants. The Association of co-owners may opt out of the audit requirements on an annual basis by an affirmative vote of a majority of the co-owners by any means permitted under these Bylaws. The costs of any such audit or review and any accounting expenses shall be expenses of administration.

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

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

4. **Construction Liens.** A construction lien arising as a result of work performed upon a Unit or Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Units owned by the Developer at the time of recording the claim of lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

**ARTICLE IX**

**Indemnification of Officers and Directors**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners. Further, the
Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE X
Assessments

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as stated in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners of it in accordance with the following provisions:

1. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project, including Club fees and dues, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2. **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

   (a) **Regular Assessments.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves (the “Expenses of Administration”).

   An adequate reserve fund for major maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the minimum amount stated below on or before the Transitional Control Date and after that must be maintained by regular monthly payments as stated in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time.**

   In addition to each Owner’s share of the Expenses of Administration, the assessment shall include the following amounts allocable to each Owner: (a) the Club dues payable under Article II, Section 10; (b) the maintenance fees payable under the Master Easement Agreement; and (c) any FTTH fees payable under the FTTH Agreement.
Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the assessment of the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding $5,000.00 annually for the entire condominium Project, or in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members, and shall not be enforceable by any creditors of the Association or of the members.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $7,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article, or (3) assessments for any other appropriate purpose. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. In addition, the Board of Directors may issue special assessments, if ordered by the Township, as contemplated by the Master Deed.

Annual assessments as determined in accordance with Section 2(a) above, shall be payable by non-Developer Owners in 12 equal monthly installments, or at such regular intervals as the Board shall from time to time determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if the assessment, or any part of it, is not paid to the
Association in full on or before the due date for the payment. Each installment in default for 10 or more days may bear interest from its initial due date at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX below, levy fines for late payment of assessments in addition to interest. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner of it, except a land contract purchaser from any Owner including Developer shall be so personally liable and the land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Any special assessment ordered by the Township, as contemplated by the Master Deed, may be payable in the year of the assessment.

4. **Waiver of Use or Abandonment of Unit.** No Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

5. **Enforcement.**

   (a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon 7 days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner of it or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

   (b) **Foreclosure Proceedings.** Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments (including expenses of collection as described in paragraph (d) below) either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are
incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. **THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A “POWER OF SALE.”** Further, each Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. **EACH OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS subparagraph AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.** The Owner of a Unit subject to foreclosure pursuant to Article 108 of the Act, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption together with the expenses of collection described in paragraph (d) below. The mortgagee of a first mortgage of record of a Unit shall give notice in accordance with Section 108(9) of the Act to the Association of the commencement of foreclosure by advertisement of 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 shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the above date of mailing. If the delinquency is cured within the 10 day period, the Association may take such remedial action as may be available to it under these Bylaws or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, collection and late charges, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect
its lien, and fines in accordance with the Condominium Documents shall be chargeable to the Owner in default and shall be secured by the lien on his Unit.

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

7. **Financial Responsibility of the Developer.** The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period. Notwithstanding the foregoing sentence, Developer shall pay all costs related to any offices, model Units, or other facilities it maintains on the Condominium Premises.

   (a) **Pre-Transitional Control Date Expenses.** Prior to the First Annual Meeting of the Owners, it will be the Developer’s responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the First Annual Meeting, the Developer will be liable for the funding of any continuing Association deficit incurred prior to the date of the First Annual Meeting. The Developer shall not be responsible for any further Association assessments or other financial obligation other than those specifically imposed on developers by the Act.

   (b) **Post-Transitional Control Date Expenses.** After the First Annual Meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer, except for completed Units owned by the Developer. A "completed Unit" is a Unit for which a certificate of occupancy has been issued. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied against other Units in the Project and for all special assessments levied by the Association.

   (c) **Exempted Transactions.** At no time will the Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

8. **Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.
9. **Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.


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

12. **Working Capital Deposit.** At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association and amount equal to two (2) months of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars ($100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

**ARTICLE XI**

**Insurance**

1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements, carry property and liability insurance (including without limitation, Directors’ and Officers’ coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:
(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Co-owners. Where possible, such insurance shall (i) take the form of a "master" or "blanket" type policy of single entity condominium insurance coverage and (ii) include what is commonly called "all risk" property coverage. It shall be each Co-owner's responsibility to obtain insurance coverage for his or her property located within the boundaries of his or her unit or elsewhere in the Condominium, including, but not limited to, the Frontage Area adjoining his or her unit, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any Co-owner or the Association, and, subject to the provisions of these Bylaws, the Association and each Co-owner waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Co-owner, and vice versa.

(b) The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any Co-owners. The premium on such bonds shall be an Expense of Administration.

(c) Each Co-owner shall obtain fire and extended coverage and vandalism and malicious mischief insurance with respect to his or her residence and all other improvements constructed or to be constructed, and for his or her personal property located, within the boundaries of his or her Condominium unit or elsewhere in the Condominium Project, including but not limited to the Frontage Area adjoining his or her unit. 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, but need not, obtain such insurance on behalf of such Co-owner and the premiums for it 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. Each Co-owner also will be obligated to obtain insurance coverage for his or her personal liability for occurrences within the boundaries of his or her unit (including within the residence located on it), the limited common elements appurtenant to his or her unit, or on the Frontage Area appurtenant to his or her unit and also for alternative living expenses in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Subsection or any liability to any person for failure to do so.

(d) All insurance carried under this Article shall, to the extent possible, provide for cross-coverage of claims by one insured against another.
(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to Subsection (c) above, shall be Expenses of Administration.

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

(g) In order to avoid duplication of efforts and minimize costs, the Board of Directors shall make every reasonable effort to obtain its insurance coverage from the same insurance agent and underwriter(s) as provide insurance coverage to the Master Association with respect to its responsibilities under the Master Easement Agreement.

2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant to it, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums for such insurance, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

3. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

4. Duplication of or Conflict in Coverage. In the event of duplicate insurance coverage concerning a loss, coverage under the Unit Owner’s policy shall be primary. In the event of a conflict between the Association’s and/or the Owner’s policy and the Condominium Documents, the Unit Owner’s policy shall control to the extent insurance proceeds are available to cover the loss, and thereafter the Association’s policy shall apply.
5. **Liability for Golf Ball Damage.** By acceptance of a deed to his or her Unit each Owner expressly acknowledges that the Unit he or she is purchasing borders on or is in close proximity to the Golf Course, and further acknowledges the possibility of damage to property or injury to persons on the property or on a Limited Common Element appurtenant to the Unit from errant golf balls. Each Owner agrees to indemnify and hold the Developer, the Association, and the Golf Course owner and operator (currently, Macatawa Legends Golf Club, LLC), and their respective officers, directors, members, managers, employees and agent, harmless from all costs, liabilities and damages, including without limitation, attorneys fees in the event of any such damage or injury occurring within the Unity or on any Limited Common Element appurtenant to the Unit.

**ARTICLE XII**

**Reconstruction or Repair**

1. **Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility for reconstruction or repairs, shall be made in the following manner:

   (a) If the damaged property is a common element or a unit the damaged property shall be rebuilt or repaired if any unit in the Condominium Project is tenantable, unless all of the Owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

   (b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless at least two-thirds (2/3) of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

   (c) If the damage is only to a part of a unit that is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner of the unit to repair such damage in accordance with Subsection 2 of this Article. In all other cases, except as provided in Subsection (d) below, the responsibility for reconstruction and repair shall be that of the Association.

   (d) Except to the extent proceeds of insurance are available to the Association, each Co-owner shall be responsible for the reconstruction and repair of the interior of his or her unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements appurtenant to the unit), interior trim, furniture, trade fixtures, light fixtures and all appliances, whether freestanding or built-in, and items deemed to be the responsibility of the individual Co-owner by the Master Deed. If damage to interior walls within a unit or to pipes, wires conduits, ducts or other common elements appurtenant to the unit is covered by insurance held by the Association, then the reconstruction of them shall be the responsibility of the Association. Except as otherwise provided in these Bylaws, the Association shall be responsible for the reconstruction and
of the common elements appurtenant to any unit. The Association shall receive all
insurance proceeds and be responsible for all reconstruction and repair activity to the extent
of such proceeds.

2. **Repair in Accordance with Plans and Specifications.** Any such reconstruction or
repair shall be substantially in accordance with the Master Deed and the original plans and
specifications for any damaged improvements located within the Unit and appurtenant Limited
Common Elements unless the Owners shall unanimously decide otherwise.

3. **Association Responsibility for Repair.** Immediately after the occurrence of a
casualty causing damage to property for which the Association has the responsibility of
maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates
of the cost to place the damaged property in a condition as good as that existing before the damage.
If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair
required to be performed by the Association, or if at any time during such reconstruction or repair, or
upon completion of such reconstruction or repair, the funds for the payment of the cost are
insufficient, assessment shall be made against all Owners for the cost of reconstruction or repair of
the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of
repair. This provision shall not be construed to require replacement of mature trees and vegetation
with equivalent trees or vegetation.

4. **Timely Reconstruction and Repair.** If damage to the General Common Elements
adversely affects the appearance of the Project, the Association shall proceed with replacement of
the damaged property without delay.

5. **Eminent Domain.** Section 133 of the Act and the following provisions shall control
upon any taking by eminent domain:

(a) **Taking of Unit or Improvements.** In the event of any taking of all or any
portion of a Unit or any improvements on it by eminent domain, the award for such taking
shall be paid to the Owner or the mortgagee of such Unit as their interests may appear. If an
Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after
acceptance of such award, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of
the General Common Elements, the condemnation proceeds relative to such taking shall be
paid to the Owners and their mortgagees in proportion to their respective interests in the
Common Elements and the affirmative vote of more than 50% of the Owners in number and
in value shall determine whether to rebuild, repair or replace the portion so taken or to take
such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium
Project continues after taking by eminent domain, then the remaining portion of the
Condominium Project shall be reserved and the Master Deed amended accordingly, and, if
any Unit shall have been taken, then Article V of the Master Deed shall also be amended to
reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) Notification of Mortgagees. In the event any Unit in the condominium, or any portion of it, or the Common Elements or any portion of it, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

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

ARTICLE XIII
Restrictions

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Use and Occupancy Restrictions.

   (a) Residential Use. Except for units owned by the Developer and residential builders and used for displaying model homes, all units shall be used for single-family residential purposes only. For the purposes of these Bylaws, "single-family" means (a) not more than two (2) persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1) a man or a woman (or a man and woman living together as a husband and wife), (2) the children of either or both of them and a paid live-in daycare provider or nanny, (3) the parents of either or both of them, and/or such other persons as the Board of Directors of the Association may approve, in its sole and absolute discretion; or (c) such other definition as is required by applicable law. No more than one (1) residential dwelling structure may exist within any Condominium unit. No business, commercial, manufacturing or service enterprise shall be conducted within any Condominium unit or upon the Condominium Premises, but this shall not restrict the ability of Co-owners to lease their units in accordance with the other provisions of these Bylaws, and Co-owners may
maintain a business or professional library and make and receive business or professional telephone calls within their units. Unless prohibited by applicable law, permanent occupancy of each unit shall be limited to two persons per bedroom. No garage, recreational vehicle, basement, tent, shack, storage barn, shed or similar type structure shall be constructed (except as expressly set forth below) and/or used at any time as a residence, temporarily or permanently.

(b) Home Occupations. Although all units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character of such use. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no vehicle and/or pedestrian traffic attributable to the home occupation that exceeds in any significant respect the vehicle and/or pedestrian traffic typical of a single-family residence; (iii) no person employed other than a member of the immediate family residing within the unit; and (iv) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(c) Animals. The following restrictions apply to animals at the Condominium Project:

(i) Except for household dogs, cats, small caged birds, small caged rodents, small caged reptiles and fish (collectively, "domesticated animals"), an owner may not keep animals, livestock, or poultry of any kind on any unit. All domesticated animals shall be leashed or otherwise contained when outside of a house or fenced-in area. Frequent barking or other noise by the domesticated animal shall be conclusively presumed to constitute a nuisance and subject the domesticated animal to removal from the Condominium Project. Fenced dog runs are not allowed, though so-called "invisible fencing" is allowed to contain dogs, so long as it does not encroach into Frontage Areas or outside the boundaries of a Condominium unit.

(ii) Except in the case of animals used to assist handicapped persons, no person leasing a Condominium unit may keep any animal in the unit. Under no circumstances may animals be kept in the common elements. The aggregate weight of any such animals (other than dogs and cats) allowed in any one unit may not exceed 30 pounds, and no single animal (other than a dog or cat) shall weigh more than 15 pounds. No more than a total of four (4) adult (i.e., six (6) months of age or older) dogs/cats may be kept on any unit.

(iii) Animals may not be kept, raised or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, activity or unsanitary condition(s). No savage or dangerous animal shall be kept at the Condominium Project. Pit bulls and snakes and other animals of
an unusual or exotic nature, or those normally living in the wild, are among those considered "savage or dangerous," and they may not be kept at the Condominium Project. No animal may be permitted to run loose upon the common elements, limited or general. Under no circumstances shall any animal be allowed to deposit any solid waste on or in the common elements, unless it is promptly removed. Each unit owner and each occupant shall be responsible for picking up after any animal in such owner's or occupant's respective care, including, without limitation, properly disposing of any waste deposited by such animal. The Association may limit the areas of the Condominium Project accessible to animals. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium Project. The Board may, without liability to the owner of it, remove or cause to be removed from the Condominium Project, any animal which the Board determines, in its sole discretion, to be: (1) savage or dangerous in any way, (2) a nuisance to any unit owner, occupant or any party entrusted with the operation and/or maintenance of the Condominium Project or any of their respective agents, employees, contractors or invitees, or (3) in violation of the restrictions contained in this Article XIII, Section 1(c).

(iv) All animals (excluding fish and small birds, such as parakeets) must be registered with the Association and the Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. Any person who causes an animal to be brought or kept in the Condominium Project shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium Project, regardless of whether the animal's presence is permitted.

(d) Trash. No trash, garbage, or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept inside garages or other fully enclosed and inconspicuous areas, except for short periods of time (not to exceed 24 hours before and 24 hours after the anticipated collection time) as may be reasonably necessary to permit periodic collection, not less often than once per week. No compost piles and no incinerators or other equipment for the disposal of waste are permitted in the Condominium. The Association may limit trash collection to one or more specific days and/or require that all Co-owners contract for trash removal with the same waste hauler. As provided in the Master Easement Agreement, the Master Association is responsible for providing trash collection services, and may make rules and regulations governing trash collection within the Macatawa Legends Community.

(e) Approval of Construction. The Developer in designing The Fairways of Macatawa Legends, including the location and contour of the streets, has taken into consideration the following criteria:

(i) The Fairways of Macatawa Legends is designed for residential living.
(ii) The construction site within each of the units should be located so as to preserve the existing contours where practicable.

(iii) The architecture of the residence located within any unit should be compatible with the criteria as established by these Bylaws and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within The Fairways of Macatawa Legends and the Macatawa Legends Community as a whole.

(iv) Any improvements to a unit that borders the Golf Course (a "Golf Course Unit") should be located and designed to maintain an unimpeded line of site along the Golf Course and of the Golf Course from other Golf Course Units, and to maintain the safety of occupants of the Golf Course and Golf Course Unit.

Consequently, the Developer reserves the power to control the buildings, structures and other improvements placed within each unit, including, without limitation, their exterior appearance, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. No building, wall, swimming pool or other improvement will be placed within a unit or Frontage Area appurtenant to a unit or have its exterior modified in any respect unless and until: (A) the builder or contractor has been approved by the Developer as provided in subsection (f) below; and (B) the plans and specifications for it showing the nature, kind, shape, height, color, materials, and location of the improvements (including floor plan, exterior colors and any features of those improvements that may affect the ability of adjacent property owners to use and enjoy their properties (e.g., location and decibel levels of exterior sound systems)) and the plot plan (including elevations) have been approved by the Developer; and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Two (2) sets of complete plans and specifications must be submitted; one (1) will be retained by the Developer and one (1) will be returned to the applicant. Each such building, wall, swimming pool or other improvement will be placed within a unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular or manufactured homes or homes built off-site shall be placed within any unit. Refusal to approve plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool or other improvement constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. The Association shall succeed to the Developer's rights under this Subdivision once the Developer no longer owns any unit and no unit remains to be created in the Condominium Project. If the Developer fails to approve or disapprove any plans and specifications within thirty (30) days after written request for such approval, then the Developer shall be deemed to have disapproved such plans and specifications. The Developer will not be responsible for any defects in any plans or specifications or in any building or structure erected according to such plans and specifications or in any changes in
drainage resulting from such construction. In any event, all construction must be completed within one (1) year from the start of such construction, but the Developer may extend such time when in the Developer's opinion conditions warrant an extension.

(f) Approval of Builder or Contractor. All construction of buildings and structures will be done only by residential home builders licensed by the State of Michigan and approved in writing by the Developer. The Developer shall maintain a list of builders and contractors pre-approved by the Developer for the construction of buildings and structures in the Condominium Project, and provide a copy of such list to a Co-owner, upon request. The builders and contractors pre-approved by the Developer have gone through a rigorous application process that resulted in their approval by the Developer. If a Co-owner chooses to employ a pre-approved builder or contractor for the Co-owner's project, then the Co-owner shall specify the name of such builder or contractor in writing to the Developer at the same time that the Co-owner submits its plans and specifications for the work under the preceding Subsection, and such builder or contractor shall be automatically deemed approved, without any further action by the Developer or Co-owner. If a Co-owner chooses to employ a builder or contractor for the Co-owner's project who is not on the Developer's pre-approved list, then no later than the date that the Co-owner submits its plans and specifications under the preceding Subsection, the Co-owner shall also submit to the Developer such information as the Developer reasonably requests in order to establish the fitness of the Co-owner's builder or contractor for the project. Such information may include, without limitation, written credit, trade and customer references, financial statements, licensing information, completed questionnaires regarding experience and such other information as the Developer deems relevant. The Developer may require as a condition of approval that the builder or contractor enter into an agreement with the Developer outlining the builder or contractor's responsibilities for construction of the work, requiring arbitration of any disputes between the builder or contractor and Co-owner and including such other items as the Developer may specify, and requiring the builder or contractor to post a letter of credit or other security for its performance of such agreement and pay an application fee for the processing of the builder's or contractor's application for approval. The Association shall succeed to the Developer's rights under this Subdivision once the Developer no longer owns any unit and no unit remains to be created in the Condominium Project. If the Developer fails to approve or disapprove any builder or contractor within thirty (30) days after written request for such approval, then the Developer shall be deemed to have disapproved such builder or contractor. The Developer will not be responsible for any negligence or misconduct of the builder or contractor or for any defects in any building or structure erected by such builder or contractor. Refusal to approve a builder or contractor by the Developer may be based on any grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient.

(g) Exterior Construction. All residences must have exteriors of brick, dryvit, stucco, stone, wood, masonite, vinyl, fiber cement board (e.g., Hardiplank®) or cedar, or a combination of these utilized on a uniform basis, but no combination shall be permitted which would result in only one side of a residence having a particular exterior material, such as a brick or stone facade. An aluminum or vinyl soffit is permitted. Other building materials may be used upon prior written approval of Developer.
(h) Approval of Landscaping. In approving landscaping plans, the Developer will take into consideration the same criteria as are set forth in subsection (e) above for the approval of construction. As used in this Subsection, "landscaping" means the installation and arrangement of trees, shrubs, plantings, flowers and other natural features, including, without limitation, flower, vegetable and water gardens, and physical changes to the contours and/or elevations of a unit, including, without limitation, the installation of ponds, waterfalls, berms, rocks and swales. The Developer reserves the power to control all landscaping done within a unit, as well as to make such exceptions to these landscaping restrictions as the Developer may deem necessary and proper. No landscaping will be done and no tree or planting will be placed within a unit or Frontage Area appurtenant to a unit or be modified in any respect unless and until the landscaping contractor and the plans and specifications for it showing the nature, kind, shape, height, color, materials, and location of the landscaping (including exterior colors and any features of the landscaping that may affect the ability of adjacent property owners to use and enjoy their properties (e.g., location and height of trees)) and the plot plan (including elevations) have been approved by the Developer, and no changes in or deviations from such landscaping contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Plastic flowers are prohibited. Two (2) sets of complete landscaping plans and specifications must be submitted; one (1) will be retained by the Developer and one (1) will be returned to the applicant. All landscaping will be installed within a unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. Refusal to approve a landscaping contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the appearance of any landscaping installed with such approval will be made without like approval of the Developer. All landscaping will be done only by landscaping contractors, licensed if required by the State of Michigan, approved in writing by the Developer, provided the Developer may in its sole discretion waive this restriction for an owner who wishes to act as his own landscaping contractor if the owner demonstrates to the Developer the owner's ability to install landscaping of a quality consistent with the other residences in the Condominium within a normal construction schedule. The Association shall succeed to the Developer's rights under this Subdivision once the Developer no longer owns any unit and no unit remains to be created in the Condominium Project. If the Developer fails to approve or disapprove any landscaping contractor or plans and specifications within thirty (30) days after written request for such approval, then the Developer shall be deemed to have disapproved such landscaping contractor or plans and specifications. The Developer will not be responsible for any negligence or misconduct of the landscaping contractor or for any defects in any plans or specifications or in any landscaping installed by such landscaping contractor according to such plans and specifications or in any changes in drainage resulting from such construction. In any event, all landscaping must be completed as soon as reasonably possible (weather permitting) following substantial completion of the residential dwelling in the unit, but no later than six (6) months following issuance of a certificate of occupancy for the residential dwelling in the unit. Any additional landscaping approved by the Developer must be completed within six (6) months after commencing installation of
such landscaping. The Developer may extend such times when in the Developer's opinion conditions warrant an extension.

(i) **Size and Setback Requirements.** All residences constructed at the Condominium Project must conform to the following size requirements:

(i) **Area Minimums.** No residence will be constructed with a fully enclosed main floor area of less than one thousand six hundred (1,600) square feet in the case of one-story homes, or with a fully enclosed main floor area of less than one thousand four hundred (1,400) square feet and fully enclosed gross floor area of less than two thousand one hundred (2,100) square feet in the case of two-story homes.

(ii) **General.** All square footage determinations will exclude basements (including walk-out basements), garages, and open porches. The Developer may specify the number of levels that residences within specific units will be permitted to have to preserve the view from other units or to maintain a harmonious pattern of development in the construction of residences within the units. The height of any building will be not more than permitted by the applicable zoning ordinance. If any portion of a level or floor within a residence is below grade, all of the level or floor will be considered a basement level. No basement or lower level may extend below an elevation that is certified by a licensed Michigan professional engineer to be one (1) foot above the water table.

(iii) **Garages.** Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be constructed in accordance with the approved plans. Each residence must have one garage capable of garaging at least two (2), but not more than five (5) standard size automobiles, which garage may be attached to or detached from the residence. There may only be one (1) garage within each unit, and no more than three (3) garage doors may face the street from which the unit gains access. No garage will be placed, erected, or maintained within any unit except for use in connection with a residence within that unit already constructed or under construction at the time that such garage is placed or erected within the unit. All garage doors must be kept closed at all times when they are not in use.

(iv) **Setbacks.** Minimum building setbacks from unit boundaries shall be:

- **Front:** 30 feet
- **Side:** 14 feet total of both sides; 7 feet minimum on each side
- **Rear:** 30 feet

No building in any unit may encroach within any utility easement depicted on the Condominium Subdivision Plan. The Developer reserves the right to require greater building setbacks as part of the approval process set forth in Article XIII, Section 1(e) above.
(j) **Lawns.** Each owner shall properly maintain all lawn areas within his or her unit and Frontage Area appurtenant to his or her unit. All lawns shall be kept free from weeds, underbrush, and other unsightly growths. No parking is permitted on lawns.

(k) **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage with the door completely closed or unless present for temporary loading or unloading purposes. No inoperable or unlicensed vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. A vehicle is conclusively presumed to be inoperable if it does not have a currently effective license plate. No vehicles of any type may be repaired on the Condominium Premises, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises, except in a completely closed garage. Any truck over 3/4-ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(l) **Accessory Buildings; Fences.** No owner may install within his or her unit or Frontage Area appurtenant to his or her unit an accessory building (e.g., a detached garage or shed) or fence of any type unless approved in writing by the Developer or, following the termination of the Developer's interest, by the Association. Fences running all or part of the perimeter of a unit or encroaching within Frontage Areas are prohibited. Except as provided in subsection (s) below, no fences, other than fences screening decks or patios adjacent to a residence, and no accessory buildings, may be placed on any portion of the rear or side yard of a Golf Course Unit which yard is adjacent to the Golf Course.

(m) **Signs and Flags.** No signs or flags of any kind (including, without limitation, "garage sale" signs, political signs, "for rent" or "for lease" signs, bank financing signs and flier boxes) shall be displayed to the public view within or outside any unit, or in any Frontage Area adjoining the unit, except a single sign advertising that unit for sale and placed only in the front yard of that unit. Except for "open house" signs placed by the Developer or its real estate agent, an "open house" sign may only be displayed in the front yard of a unit for sale for the exact duration of the published "open house" time. All such permitted signs must comply with such uniform specifications as may be set from time to time by the Developer or, following the termination of the Developer's interest, by the Association. Such specifications may require that the sign be rented from the Developer or Association. The Association may place a sign identifying the Condominium at any entrance to the Condominium. Only the Developer and its real estate agent may place signs and flags for marketing purposes at any entrance to and/or on the general common elements of the Condominium. Neither the Developer nor the Association shall prohibit a Co-owner from
displaying a single United States flag of a size not greater than three feet by five feet on a pole not exceeding ten (10) feet in length attached to the exterior of the residence in the Co-owner's Condominium unit. As provided in the Master Easement Agreement, the Master Association has the authority to regulate signs and other improvements within the Easements (as defined in the Master Easement Agreement), and may make rules and regulations governing signs and other improvements within the Easements, which rules and regulations will take precedence over any decisions of the Association.

(n) Towers; Antennae. No owner may install a tower, windmill or generator, satellite dish or television or radio antenna or aerial within his or her unit unless approved in writing by the Developer or the Association. Neither the Developer nor the Association shall unreasonably withhold such approval for satellite dishes eighteen (18) inches or less in size to be installed in a reasonably inconspicuous place within such unit.

(o) Mailboxes. All mailboxes shall be of a uniform style, color, and dimensions as determined by the Developer or the Association. Each Co-owner shall be responsible for the cost of the mailbox on the Frontage Area appurtenant to his or her unit. All mail or paper delivery boxes, and standards, posts, and brackets and name signs for such boxes, require the approval of the Developer as to location, color, size, design, and lettering. Such specifications may require that the boxes and related materials be purchased from the Developer or Association, so long as the price fairly reflects the approximate cost of providing them.

(p) Firearms; Hunting. No unit owner shall use, or permit any occupant, agent, employee, invitee, guest, contractor, subcontractor or member of his or her family to use, any firearms, air rifles, pellet guns, bb guns, bows and arrows, explosives, fireworks, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium Project. No hunting in any form shall be permitted anywhere within the Condominium Premises.

(q) Lighting. Lighting within units shall be shielded and screened, designed and directed downward toward the ground areas of lawns, streets and sidewalks.

(r) Driveways. No stone or cinder driveways are permitted. All driveways must be a minimum of eight (8) feet wide and must be constructed of concrete. The depth of the concrete shall be at least four (4) inches. Circular drives in front of homes (if any) must be at least eight (8) feet wide.

(s) Swimming Pools. Swimming pools, whirlpools and hot tubs are subject to the construction approval process set forth in subsection (e) above. Swimming pools, whirlpools and hot tubs shall be set back at least six (6) feet from each side unit boundary. Swimming pools may not project with their coping more than two (2) feet above the established grade. All swimming pools, whirlpools and hot tubs shall be safely fenced. No swimming pool may be placed on any portion of the rear or side yard of a Golf Course Unit which yard is adjacent to the Golf Course, unless the pool is located immediately adjacent to the residence in an area deemed by the Developer, in its sole discretion to be within the same
"building footprint" as the residence. Swimming pools may not be placed within the Frontage Area appurtenant to the units.

(t) **Playground Equipment.** All playground equipment, such as swing sets, play houses, basketball hoops, trampolines, slides and the like, shall be kept within a unit only in an area not closer to any side boundary than the residence or any approved garage or shed within that unit. No playground equipment may be placed on any portion of the rear or side yard of a Golf Course Unit which yard is adjacent to the Golf Course. Basketball hoops may not be attached to a residence or any garage or shed. Subject to the approval of the Developer or, following the termination of the Developer's interest, the Association, they may be placed on a permanent post, and with express approval, the permanent post may be located on the edge of a driveway serving a side-load garage, adjoining a side yard line. Alternatively, subject to the limitations set forth above, a roll-away basketball hoop may be used, if it is garaged when not in use.

(u) **Tree Removal.** No live tree may be removed without the prior written approval of the Developer or, following the termination of the Developer's interest, by the Association. Such approval may be subject to such conditions as the Developer or the Association may deem appropriate, including a requirement that a particular contractor be used to perform tree removal. "Tree removal" shall include substantial pruning of trees. The Developer may also specify that certain trees within a unit be trimmed or removed so as to preserve the view from other units. The cost of such trimming or tree removal shall be borne by the unit or units benefited by the view.

(v) **Furniture; Equipment; Lawn Ornaments.** No item of equipment, furniture, lawn ornament, inflatable or any other large movable item shall be kept within any unit outside a building, except lawn furniture, barbecue grills or picnic tables, provided the same are kept in neat and good condition. All other items shall be stored in a garage or shed. Notwithstanding the foregoing, sculptures, statuary, fountains, permanent benches, trellises, permanent planters and other such permanent outdoor furniture and lawn ornaments may be placed on a unit, if they are approved as part of the landscaping plan approval process for the unit. No holiday decorations shall be placed in any unit outside of the residential dwelling in the unit, except as expressly permitted by rules and regulations adopted by the Association.

(w) **Exterior Changes.** Except as permitted in these Bylaws, each unit owner shall maintain his or her unit and all improvements and landscaping to it in good order and repair. No unit owner shall alter the exterior appearance or change any of the limited or general common elements from the way it or they were originally approved and constructed without obtaining approval for those changes as provided above. In order to maintain uniformity of external appearance, all Condominium unit owners shall use and maintain a white-colored drape liner or blind on the side facing the exterior windows of the residential dwelling on his or her unit. No waste shall be committed in any unit or the common elements. Nothing shall be altered or constructed in or removed from the common elements, except with the prior written consent of the Developer or, following the termination of the Developer's interest, the Association. No unit owner shall, without the prior written approval of the Developer or, following the termination of the Developer's interest, the Association, (i) change the color of
the exterior of any structure in his or her unit, (ii) enclose or screen in any porch, balcony, terrace, or any other open air area of any unit or its limited common elements, or (iii) erect any external light, awning, canopy, external door, shutters, or any other exterior attachment, equipment, fixture, or modification. The Association and its agents, employees, contractors, and subcontractors shall have the right to enter each unit for the purposes of (i) performing maintenance and/or repairs of the common elements, (ii) responding to emergency situations, (iii) inspecting the unit and the common elements to confirm their compliance with this Article, and (iv) enforcing the terms and conditions of the Condominium Documents. No deck may be converted to a three (3) season room, nor may any outdoor hot tub or whirlpool be installed, without the prior written approval of the Developer or, following the termination of the Developer's interest, the Association. Even after approval, a unit owner, and not the Association, shall be responsible for all damages to any other units and their contents or to the common elements, resulting from any alteration, improvement, or attachment performed by or on behalf of such unit owner. In performing any repair, construction or maintenance activities permitted by these Condominium Bylaws, a Co-owner, its contractors and employees shall take due care not to disturb the enjoyment and use of the Condominium Project by other Co-owners, take all reasonable precautions to sound-proof their activities and shall perform such activities solely during daylight hours. In performing such activities, a Co-owner, its contractors and employees shall diligently proceed to complete a construction or renovation project once commenced, and regularly clean and remove construction debris from the Co-owner's unit during the course of construction.

(x) **Effect on Condominium Insurance or Reputation.** No unit owner shall, without the prior written consent of the Association, do or permit anything to be done or keep or permit to be kept in his or her unit or on the common elements anything that will cause (i) the cancellation of any insurance on the Condominium Project or any property located in these Bylaws or (ii) an increase the insurance rate on the Condominium Project or any property located in these Bylaws. Each unit owner who is the cause of any such increase shall pay to the Association upon demand the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No use or activity shall be conducted, maintained, or permitted in any unit or in the common elements which will interfere with or detract from the character of the Condominium Project or any portion of it.

(y) **Nuisances.** No obnoxious, immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the limited or general common elements or Frontage Area appurtenant to his or her unit, nor shall anything be done which may be or become an annoyance or a nuisance to any unit owner, nor shall any unreasonably noisy activity be carried on or in any unit or on the common elements or Frontage Area appurtenant to his or her unit. No unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except as expressly permitted above), nor for the storage of any property or thing that will cause the unit or Frontage Area 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 within any unit or Frontage Area 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 the surrounding units. No unsightly objects will be allowed to be placed or
suffered to remain anywhere within a unit or Frontage Area. In general, no activity shall be carried on nor condition maintained by a unit owner, either in his or her unit or upon the common elements or Frontage Area, which spoils the appearance of the Condominium Project or any portion of it. If any owner of any unit fails or refuses to keep his or her unit or Frontage Area appurtenant to such unit free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

(z) Utility Lines. All utility lines, such as telephone, electric, broadband and cable television lines, shall be run totally underground. All persons improving or using a unit shall take due care to avoid damage to or disturbance of the Wyoming Pipeline, to the extent it encroaches within the unit.

(aa) Commencement and Completion of Construction and Stabilization of Soil. Time is of the essence of the time limits for the commencement and completion of construction set forth in these Bylaws. Construction of a residence on a unit must be commenced within one (1) year from the date of a non-Developer Co-owner's (including, without limitation, a residential builder purchasing a unit) closing of the purchase of the unit from the Developer or a successor Developer. Construction once commenced within any unit must be completed within one (1) year from the date of commencement. Within that period, the soil within such unit, and the Frontage Area appurtenant to such unit, must be stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; but this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery, or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil from it. Approved initial landscaping must be completed as soon as reasonably possible following substantial completion of the residential dwelling in the unit, but no later than six (6) months following issuance of the certificate of occupancy for the residential dwelling in the unit. No soil may be removed from a unit without the Developer's prior written consent, which may be withheld in the Developer's sole discretion.

The design of the dwelling placed within any unit shall incorporate measures and practices to minimize the extent of increased storm water runoff from the unit and resulting soil erosion and sedimentation, both during and after completion of construction. These measures and practices shall include the following:

(i) The area of the unit which is disturbed by excavation shall be kept to a minimum.

(ii) Measures shall be taken to re-establish vegetation on disturbed soils as soon as practicable following completion of excavation.

(iii) Soil erosion and the conveyance of sediment from the site to adjacent streams and wetlands during construction shall be controlled through use of such measures and practices as silt fences, sediment basins, vegetative buffer strips, seeding,
sodding and mulching, as described in the publication entitled *Guidebook of Best Management Practices for Michigan Watersheds*, published by the Michigan Department of Environmental Quality, Surface Water Quality Division ("DEQ").

(iv) Measures shall be taken to minimize the discharge of concentrated volumes of runoff from roofs and paved surfaces onto steep slopes, by directing roof drain outlets and pavement drainage outlets to areas of moderate slope or to subsurface infiltration basins.

(v) If a Co-owner fails to follow the measures provided in this Article, the Developer or the Association may perform such measures on behalf of the Co-owner upon ten (10) days' written notice to the Co-owner. The Co-owner shall pay for the expenses also incurred by the Association or Developer for such work.

(bb) **Golf Course Use.** The Golf Course is not a part of the Condominium Project. Golf memberships must be purchased separately from the Golf Course operator. Except as expressly set forth in the Master Easement Agreement or in the Club rules and regulations, none of the Association or its members have the right to drive personal vehicles or personal golf carts on the Golf Course property, permit their pets to go upon the Golf Course property or otherwise enter the Golf Course property for any reason.

(cc) **General Provisions.**

(i) **Zoning; Planned Unit Development.** All applicable restrictions imposed by the Township of Holland Zoning Ordinance and Planned Unit Development approval dated February 5, 2004, as they may be amended from time to time, shall apply to all units in The Fairways of Macatawa Legends, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the Township's restrictions.

(ii) **No Gift or Dedication.** Nothing in these Bylaws contained will be deemed to be a gift or dedication of any portion of the units or other areas in The Fairways of Macatawa Legends to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes specifically expressed in these Bylaws.

(iii) **No Third-Party Beneficiaries.** No third party, except grantees, heirs, representatives, successors, and assigns of the Developer, as provided in these Bylaws, will be a beneficiary of any provision set forth in these Bylaws.

(iv) **Disabled Persons.** Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act and Act to accommodate persons with disabilities.

(v) **Environmental Safety.** As used in these Bylaws, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or
becomes regulated by any local governmental authority, any agency of the State of
Michigan, or any agency of the United States government. The term "Hazardous
Materials" also includes, without limitation, any material or substance which is (i)
designated as a "hazardous substance" pursuant to Section 311 of the Federal Water
Pollution Control Act (33 U.S.C. § 1317), (ii) defined as "hazardous waste" pursuant
to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C.
§ 6901, et seq. (42 U.S.C. § 6903), (iii) defined as a "hazardous substance" pursuant
to Section 101 of the Comprehensive Environmental Response, Compensation and
Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601), (iv) petroleum and any
petroleum by-products, and (v) asbestos. Unit owners shall not, nor shall they permit
their agents, invitees, contractors or subcontractors (collectively "unit owner's
agents"), to bring upon, keep, store, use or dispose of any Hazardous Materials on,
in, under or about the Condominium Project except ordinary cleaning chemicals and
solutions, suitably packaged goods offered for sale at retail and office supplies used
for their intended purpose, none of which may pose any significant threat of
contamination of the Condominium Project. Each unit owner shall cause the
presence, use, storage and/or disposal of any Hazardous Materials on, in, under or
about the Condominium Project by such unit owner or such unit owner's agents to be
in complete compliance with all applicable laws, rules, regulations, orders and the
like. Each unit owner shall defend, indemnify, protect and hold the Association
harmless from and against all claims, costs, fines, judgments and liabilities, including
attorney fees and costs, arising out of or in connection with the presence, storage, use
or disposal of Hazardous Materials in, on, under or about the Condominium Project
caused by the acts, omissions or negligence of unit owner and/or such unit owner's
agents.

(vi) **Compliance With Laws.** Notwithstanding any provision of this Section to
the contrary, no owner shall take any action on or with respect to his or her unit that
violates any federal, state, or local statute, regulation, rule, or ordinance.

(vii) **Waiver by Developer.** The Developer shall be entitled to waive or modify
any of the applicable use and occupancy restrictions, if in its sole judgment such a
waiver would be appropriate and equitable. No such waiver shall affect the validity
or enforceability of any of the restrictions against other units.

(viii) **Developer's Rights and Responsibilities.** Developer may assign, in
whole or in part, its rights and responsibilities under these Bylaws to the Association,
and when the last unit in the Condominium Project has been conveyed, this
assignment shall occur automatically.

(ix) **Enforcement of Restrictions.** A breach of any provision contained in
Section 1 of this Article VII shall constitute a breach of these Bylaws and may be
enforced pursuant to the terms of these Bylaws. The Association's costs of
exercising its rights and administering its responsibilities under this Section shall be
Expenses of Administration, but the Association shall be entitled to recover its costs
of proceeding against a breach by a Co-owner as provided in Article XI, Section 1 below.

2. **Persons Subject to Restrictions** All present and future Co-owners, tenants, and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Bylaws, and the Association's Articles of Incorporation, and rules and regulations. However, none of the use restrictions contained in this Article shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined in these Bylaws, or of the Association in furtherance of its powers and purposes set forth in these Bylaws and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Subsection, the development and sales period shall be deemed to continue so long as Developer owns any unit which Developer offers for sale or so long as any unit may be created. Until all units have been sold by Developer, Developer shall have the right to maintain model units and a sales office, a business office and storage areas. During the development and sales period, Developer and Developer's agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees shall be entitled to (i) have access, ingress and egress to and from the Condominium Project and common elements and use such portion of the Condominium Project and common elements as may be necessary or desirable in connection with such marketing, sales, leasing of units or performance of work, (ii) use or show one or more unsold and unconveyed units or portion or portions of the common elements as a model unit or units (for sale or lease) or for such other purposes deemed necessary or desirable in connection with such administration, marketing, sales or leasing of units or performing work in or about the Condominium Project, and (iii) post and maintain such signs, banners and flags, or other advertising material in, on or about the Condominium Project and common elements in such form as deemed desirable by Developer, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of units or performing work in or about the Condominium Project or in connection with subdivisions (i) and (ii) above, and (iv) complete or correct construction of, or make alterations of and additions and improvements to, the units or the common elements in connection with any of the Developer's activities in connection with the promotion, marketing, sales or leasing of the units or performing work in or about the Condominium Project.

3. **Option to Re-purchase for Failure to Commence Construction or Breach of Builder's Program Agreement.** If a non-Developer Co-owner (including, without limitation, a residential builder purchasing a unit) (a "Selling Co-owner") fails to timely commence construction of a residence on a unit as provided in Article XIII, Section 1(y), then the Selling Co-owner shall be conclusively deemed to have granted to Developer an option to re-purchase the Selling Co-owner's unit on the following terms and conditions:

   (a) Developer may exercise the option by written notice to the Selling Co-owner at any time within sixty (60) days following the date the Selling Co-owner was required to commence construction, and for so long thereafter as the Selling Co-owner fails to commence construction.

   (b) The re-purchase price payable by Developer shall equal the price originally paid by the Selling Co-owner to Developer, net of brokerage commissions, transfer taxes, title
premiums and any other closing expenses incurred by Developer in connection with that original sale and purchase.

(c) The closing shall occur within thirty (30) days following the Selling Co-owner's receipt of Developer's notice of exercise. At closing, the Selling Co-owner shall deed good and marketable title to the unit to Developer or its designee pursuant to a warranty deed, subject only to those same title exceptions as existed on the date of the Selling Co-owner's original purchase. The Selling Co-owner shall pay out of its net proceeds the cost of the transfer taxes on the deed, satisfying any mortgage or other liens against the unit, the title premium for an owners policy of title insurance insuring good and marketable fee simple title in Developer and any other expenses of the closing.

(d) If for any reason the Selling Co-owner defaults in the terms of its option under this Section, Developer may have specific performance of the option agreement, in addition to any other remedies Developer may have for breach of the option.

If a residential builder is expelled from participating in the Developer's builder's program under any agreement signed by such residential builder and the Developer (or any successor Developer), because the residential builder engages in misconduct or violates the builder's program plan or the Condominium Documents (a "Selling Builder"), then the Selling Builder shall be conclusively deemed to have granted to Developer an option to re-purchase the Selling Builder's unit or units on the following terms and conditions:

(e) Developer may exercise the option by written notice to the Selling Builder at any time within sixty (60) days following the expulsion of the Selling Builder.

(f) The re-purchase price payable by the Developer shall equal the price originally paid by the Selling Builder to the Developer, net of brokerage commissions, transfer taxes, title premiums and other closing expenses incurred by Developer in connection with that original sale and purchase; provided, however, that if the builder has made improvements to the unit(s) to be re-purchased, Developer shall pay 70% of the reasonable value of such improvements in connection with the re-purchase, as determined by a qualified appraiser selected by the Developer.

(g) The closing shall occur within thirty (30) days following the Selling Builder's receipt of Developer's notice of exercise, or within ten (10) days after establishing the reasonable value of any improvements, whichever is later. At closing, the Selling Builder shall deed good and marketable title to the unit(s) to Developer or its designee pursuant to a warranty deed, subject only to those same title exceptions as existed on the date of the Selling Builder's original purchase. The Selling Builder shall pay out of its net proceeds the cost of the transfer taxes on the deed, satisfying any mortgage or other liens against the unit(s), the title premium for an owners policy of title insurance insuring good and marketable fee simple title in Developer and any other expenses of the closing as well as any additional costs and expenses incurred by Developer in repurchasing the unit(s) including, without limitation, attorneys fees and costs for enforcing its remedies and costs for clearing title defects.
(h) If for any reason the Selling Builder defaults in the terms of its option under this Section, Developer may have specific performance of the option agreement, in addition to any other remedies Developer may have for breach of the option.

4. **Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments shall be furnished to all Owners.

5. **Reserved Rights of Developer.**

   (a) **Architectural Control.** No one other than the Developer will be entitled to alter the nature or appearance of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements appurtenant thereto without the prior written consent of the Developer, which consent may be withheld by the Developer in its absolute discretion. No building, wall, road, sidewalk or other structure or improvements will be placed on the Condominium Premises unless the plans and specifications therefore showing the nature, kind, shape, height, color, materials and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have the prior written approval of the Developer and no changes or deviations in or from such plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will be returned to the applicant. Any such plans for construction or alteration referred to above will include a plan for restoration of the Condominium Premises after construction or alteration to a condition satisfactory to the Developer.

   Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Owner whose proposed residence and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed.

   The purpose of this Article is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential building development, and will be binding upon the Association and all Owners. Developer's rights under this Section may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.
(b) **Developer’s Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article XIII shall apply to the commercial activities (including, but not limited to, the construction and showing of parade homes and model homes) or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities during working construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and residential builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

6. **Binding Effect.** These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

**ARTICLE XIV**

**Leases**

1. **Right to Lease.** An Owner may lease or sell his Unit for residential usage purposes; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or
otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no lease form is to be used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 12 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee, his family as defined in Paragraph 1 of Article XIII of these Bylaws, and their guests may occupy the Unit.

8. **Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

9. **Security Deposits.** The Board may require lessees to place a security deposit with the Association.

10. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
11. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

(b) The Owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

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

12. **Arrearages.** When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

**ARTICLE XV**

**Mortgages**

1. **Notice to Association.** Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled “Mortgages of Units.” The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Owner of such Unit that is not cured within 60 days.
2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

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

**ARTICLE XVI**

**Amendments**

1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

3. **Voting.** These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. For purposes of this voting, each co-owner will have one (1) vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. These Bylaws shall not be amended without the prior written consent of the Developer so long as the Developer continues to offer any Unit for sale.

4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an Owner or mortgagee.

5. **Amendments Not Materially Changing Condominium Bylaws.** The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any co-owner or mortgagee, provided that the amendments shall not materially alter or change the rights of a co-owner or mortgagee.

6. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ottawa County Register of Deeds.

7. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws
that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII
Compliance

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry in the Condominium Premise shall signify that if the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII
Definitions

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

ARTICLE XIX
Remedies for Default

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

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

2. Recovery of Costs. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights stated above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Owner arising out of the exercise of its removal and abatement power authorized under these Bylaws.

4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its
duly constituted Board of Directors, of monetary fines for such violations against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Condominium Premises. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article II, Section 4 of the Bylaws.

(b) **Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(c) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

(d) **Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

1. **First Violation.** No fine shall be levied.

2. **Second Violation.** One Hundred Dollar ($100.00) fine.

3. **Third Violation.** Two Hundred Dollar ($200.00) fine.

4. **Fourth Violation and Subsequent Violations.** Five Hundred Dollar ($500.00) fine.

(g) **Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents.

5. **Nonwaiver of Right.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition in the future shall not operate as a waiver.
6. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

7. **Enforcement of Provisions of Condominium Document.** An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XX**

Rights Reserved to Developer

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

**ARTICLE XXI**

Arbitration

1. **Scope and Election.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be
rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3. **Election of Remedies.** Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

**ARTICLE XXII**

**Severability**

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

THE FAIRWAYS OF MACATAWA LEGENDS

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

Ottawa County Condominium Subdivision Plan No. _____

1. Master Deed establishing The Fairways of Macatawa Legends, a Condominium Project.

2. Exhibit A to Master Deed: Condominium Bylaws of The Fairways of Macatawa Legends.


4. Exhibit C to Master Deed: Consent to Submission of Real Property to Condominium Project.

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

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

This Master Deed Prepared by:

William A. Sikkel, Esq.
Property Law Solutions, PLC
42 East Lakewood Blvd.
Holland, MI 49424
(616) 394-3025
THE FAIRWAYS OF MACATAWA LEGENDS  
MASTER DEED

This Master Deed is made January __, 2016 by EASTBROOK HOMES, INC., of 1188 East Paris Avenue, Grand Rapids, Michigan 49546 (the “Developer”), pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “Act”).

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

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

ARTICLE I
Title and Nature

The Project is a residential site condominium initially comprising 10 residential site condominium Units. Additional units may be added to the Project in subsequent phases as approved by Holland Township.

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

**ARTICLE II**  
**Legal Description**

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

[add legal description]

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

**ARTICLE III**  
**Definitions**

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


2. *Association.* “Association” means The Fairways of Macatawa Legends Condominium Association, which is the nonprofit corporation organized under the laws of the State of Michigan, of which all Owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

3. "*Board of Directors" or "Board" means the board of directors of the Association.

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

5. *Club.* “Club” means Macatawa Legends Golf Club, a private club owned and operated by the owner of the Golf course adjacent to the Condominium Project.
6. **Common Elements.** “Common Elements”, where used without modification, means both the General and Limited Common Elements described in ARTICLE IV of this Master Deed.

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

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

9. **Condominium Project, Condominium or Project.** “Condominium Project”, “Condominium” or “Project” each means The Fairways of Macatawa Legends as a Condominium Project established in conformity with the Act.

10. **Condominium Subdivision Plan.** “Condominium Subdivision Plan” means Exhibit B to this Master Deed.

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

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

13. **Development and Sales Period.** “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer under them, shall be deemed to continue for so long as either Developer, or an entity in which either Developer is a general partner, member, or stockholder, continues to own any Unit in the Project.
14. **First Annual Meeting.** “First Annual Meeting” means the initial meeting at which non-developer Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

15. **Golf Course.** “Golf Course” means the golf course located adjacent to the Condominium Project.

16. **Macatawa Legends Community.** “Macatawa Legends Community” means collectively, those lands now or in the future burdened and benefited by the Master Easement Agreement.

17. **Master Association.** “Master Association” means the Macatawa Legends Homeowners Association, a nonprofit corporation organized under the laws of the State of Michigan. The Master Association is the nonprofit corporation endowed by the Master Easement Agreement with authority for maintaining, repairing and replacing certain provide roadways and other common facilities enjoyed by property owners in the Macatawa Legends Community.

18. **Master Association Documents.** “Master Association Documents” means and includes the Articles of Incorporation, Corporate Bylaws and Rules and Regulations, if any, of the Master Association.

19. **Master Easement Agreement.** “Master Easement Agreement” means the Amended and Restated Declaration of Easements dated March 8, 2005, by Partners Fore Development Group, LLC recorded in Liber 4805, at Page 355, of the Ottawa County Records, as amended by Amendment No. 1 to Amended and Restated Declaration of Easements recorded on July 1, 200 at Liber 4903 Page 045 Ottawa County Records, and Amendment No. 2 to Amended and Restated Declaration of Easements, recorded on September 4, 2015 at Document Number 2015-0034366, and other amendments as it may be amended from time to time, which burdens and benefits the Macatawa Legends Community and Condominium Project with certain easements.

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

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

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

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

ARTICLE IV
Common Elements

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

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

   (a) **Land.** The land described in ARTICLE II of this Master Deed (other than those portions of the land described in ARTICLE V, Sections 1 and 2, below, and in the Condominium Subdivision Plan as constituting Units or Limited Common Elements), together with all easements described in ARTICLE II.

   (b) **Easements and Rights of Ways.** The Master Easement Agreement, and all beneficial ingress, egress, utility, storm drainage and other applicable easements, and the rights provided therein, specifically identified on the Condominium Subdivision Plan as General Common Elements. Also the rights-of-way to the roads, sidewalks, and all utilities as indicated on the Condominium Subdivision Plan ("Rights-of-Way"), including the roads and sidewalks built within the Rights-of-Way but excluding all portions of driveways built upon the land between the road pavement and any unit (a "Frontage Area") by any Co-owners, provided, however, that each Co-owner shall have a right to build a driveway and place a mailbox upon the Frontage Area adjoining his or her unit and when built, the portion of the driveway, but not the ground beneath it, and mailbox built upon the Frontage Area shall be, as provided in Section 2 below, a limited common element;

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

   (d) **Gas.** The gas distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries.
(e) Storm Drainage. The storm drainage and water retention systems throughout the project, including any rain gardens or retention ponds.

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

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

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

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

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

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

(a) Driveways and Mailboxes. The portion of any driveway and/or mailbox, but not the ground beneath the driveway and/or mailbox, built upon the Frontage Area, once built by the owner of the adjoining unit, shall be limited common elements appurtenant to the unit they serve.

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

(c) Utilities. The pipes, ducts, wiring and conduits supplying electricity, gas, water, sewage, telephone, television and other utility service, if any, to or from a Unit, up to the point of lateral connection with a General Common Element of the Project or public or private utility line.
Mail Boxes. The mail or paper box located on a Unit or permitted by the Association to be located on the General Common Elements to serve the building constructed on a Unit.

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

(a) Limited Common Elements. Except as otherwise provided below, each individual Unit Owner shall be individually responsible for all costs of cleaning, maintenance, repair and replacement of the Limited Common Elements appurtenant to its Unit.

(b) Frontage Areas. Each Co-owner shall bear the burden and cost of installing and maintaining landscaping within the Frontage Area adjoining his or her unit; installing, maintaining, repairing, and replacing the portion of the driveway built upon the Frontage Area; and of installing, decorating, maintaining, repairing, and replacing the mailbox located within the Frontage Area.

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

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

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

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

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

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

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

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

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

(b) Public utilities furnishing services to the Condominium Project, such as electricity, gas, water, sewage disposal and telephone, shall have access to the Common Elements and the Units at such times as may be reasonable for the installation, repair or maintenance of such services.
No Co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his or her unit by reason of non-use or waiver of use of the common elements or by the abandonment of his or her unit.

5. **Private Drive -- Not Maintained by Holland Township.**

(a) The Condominium Project is served by Georgian Bay Drive, a private drive, and several other private drives located within the Macatawa Legends Community connecting the Macatawa Legends Community to public streets such as 144th Street and/or New Holland Street, which together provide for ingress and egress as depicted on the Condominium Subdivision Plan.

(b) Georgian Bay Drive, and the other private drives located within the Macatawa Legends Community, will be maintained by the Master Association as described in Master Easement Agreement, with all costs assessed to the members of the Master Association. The Association is a Member of the Master Association, and will therefore have responsibility to pay for a portion of the costs required to maintain the private drives within the Macatawa Legends Community. If the private drive is not maintained in good condition and repair, the Township shall have the option, but not the duty, to repair the private drives itself or with a third party contractor, and to assess the full cost of repair as a lien against all of the lands and premises included in the Macatawa Legends Community, including lands and premises included in the Project.

(c) **ALL OWNERS ARE PLACED ON NOTICE THAT THE PRIVATE DRIVES WITHIN THE MACATAWA LEGENDS COMMUNITY ARE PRIVATE STREETS AND WILL NOT BE REPAIRED OR MAINTAINED BY THE TOWNSHIP OR THE COUNTY ROAD COMMISSION AND WILL NOT BE PROVIDED WITH SNOW PLOWING BY THE TOWNSHIP OR THE COUNTY ROAD COMMISSION.** If it is ever desired that the street become a public street to be repaired, maintained and snow plowed by the County Road Commission or any successor public agency having responsibility to maintain and repair streets with the Township, any modifications to the street necessary before the County Road Commission or such successor public agency will assume jurisdiction and responsibility for the street shall be at the exclusive expense of the Master Association, the costs for which the Members will be assessed under the Master Easement Agreement, without any cost or expense to the Township, the County Road Commission, or any other governmental agency.

(d) No Owner shall prohibit, restrict, limit or in any way interfere with normal ingress or egress and other use of the private drive by any other Owner, their guests, trades people and others with legitimate purposes who are traveling to or returning from any of the Units.

5. **Power of Attorney.** All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer
during the Development Period, and after that time the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interest and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to declare as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the limited Common Elements and, in general, to execute all documents and to do all things necessary or convenient to the exercise of such powers.

ARTICLE V
Unit Description and Percentage of Value

1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Fairways of Macatawa Legends as prepared by Driesenga & Associates, Inc.. There are 10 Units in the Condominium Project. Each Unit shall consist of the land contained within the Unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances to it.

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

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

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

ARTICLE VI
Convertible Areas

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

1. **Designation of Convertible Areas.** All present and future Common Elements and Units, whether or not so designated on the Condominium Subdivision Plan, are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded or converted is _______ (__) Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on the other portions of the Project, as determined by Developer in its sole discretion.

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

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

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

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

6. **Amendment of Master Deed.** All modifications to Units and Common Elements made pursuant to this Article shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value stated in ARTICLE V shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Project resulting from the amendment or amendments to this Master Deed. Except as otherwise limited by the Condominium Documents, the precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original percentages of value for the Project. The amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by the amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached to it as may be reasonably necessary i) to effectuate the redefined Units added, and ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer’s judgment to enhance the value or desirability of such Units.
ARTICLE VII
Consolidation or Relocation of Units, Limited Common Elements

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

1. **Consolidation of Units or Portions of Them; Relocating of Boundaries.** Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, combining and re-identifying the Units involved, proportionately reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Owners involved in the relocation of boundaries. The Owners requesting consolidation of Units or relocation of boundaries shall bear all costs of the amendment. The relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Register of Deeds.

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

ARTICLE VIII
Easements

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

2. **Easements and Other Rights Retained by Developer.**
(a) **Use of Facilities.** The Developer, and its duly authorized agents, representatives and employees, may engage in any acts reasonably necessary to facilitate the sale of units in the condominium project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

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

(c) **Utility Easements.** The Developer reserves for the benefit of itself its successors and assigns, and all current and future Owners of any land contiguous to the Condominium or any portion or portions of it, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, as it may be expanded or converted, and to install new utilities within the Condominium to service any Unit or its Common Elements, and any such land contiguous to the Condominium including, but not limited to, electric, cable television, water, gas, storm and sanitary sewer mains as well as the retention basins, if any, for the Project, as it may be expanded or converted. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, or installs any new utilities in it, the Developer (or any person availing itself of this right) shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utilities referred to in this Section shall be shared by this Condominium and any developed portions of the land contiguous to this Condominium which is served by such utilities. The Owners of this Condominium shall be responsible for payment of a proportionate share of such expenses, which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is the sum of the numerator plus all other sites on the contiguous land which is served by those utilities. Whenever this reserved right is to be utilized, a specific recorded instrument identifying and describing the benefited land shall be recorded by the Developer in which the provisions of this Section shall be confirmed. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies for the benefit of the Project or any contiguous land.

Any such easement or transfer of title may be made by the Developer without the consent of any Owner mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B, recorded in Ottawa County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to
3. **Various Private Easements.** Various storm drainage, utility and ingress and egress easements for the benefit of the Association and the Units are established as shown and provided for in the Condominium Subdivision Plan shown on Exhibit B.

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

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

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

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

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

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

9. **Easements of Record.** The land and real property in the Condominium Project are affected by easements and restrictions of record, including, but not limited to, various easements for ingress and egress, public utilities and drainage, which are depicted on the Condominium Subdivision Plan.
10. **Master Easement Agreement.** The Project is the beneficiary of, and subject to, a certain Master Easement Agreement. The Master Easement Agreement grants the Owners and other third party grantees reciprocal roadway access throughout the Macatawa Legends Community and to 144th Street and New Holland Street. The Master Easement Agreement also contains certain drainage, cart path, landscape and parking easements. In accordance with the terms of the Master Easement Agreement, the Association shall be responsible for its proportionate share of the repair and maintenance of this easement, with all costs assessed to the Owners under the Bylaws. If they are not maintained in good condition and repair, the other parties to the easements have the option, but not the duty, to maintain or repair the easements themselves or with a third party contractor, and to assess the full cost of repair as a lien against all of the lands and premises included in the Macatawa Legends Community, including the Project.

11. **Termination of Easements.** Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

**ARTICLE IX**

**Lease of Units**

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

**ARTICLE X**

**Future Expansion**

1. **Area of Future Development.** The Project established pursuant to the initial Master Deed of The Fairways of Macatawa Legends and consisting of ______ Units may be the first stage of an expandable condominium under the Act to contain in its entirety a maximum of ______ (_____) Units. Additional Units, if any, will be established upon all or some portion of the following described land (“Future Development”):  

[add legal description]
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 Developer from time to time, with a period ending no later than six (6) years from the date of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of Future Development, and the establishment of Units, General Common Elements and Limited Common Elements thereon. The location, nature, appearance, design (interior and exterior) and structural components of the buildings and other improvements to be constructed within the area of Future Development shall be determined by Developer in its sole discretion subject only to approval by Holland Township, but all such improvements, including the Units, appurtenant Limited Common Elements and General Common Elements, shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the area of Future Development that is not restricted exclusive to commercial use. Developer reserves the right to create easements within the initial Project for the benefit of area of the Future Development.

3. Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer may create Limited Common Elements within the area of Future Development and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of the Limited Common Elements to be added is within the exclusive discretion of the Developer.

4. Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in ARTICLE V above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

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

6. **Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in ARTICLE III, Section 9 above, shall supersede the previously recorded Master Deed and all amendments thereto.

7. **Consent of Interested Parties.** All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of this Article and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

**ARTICLE XI**

**Contractibility of Condominium Project**

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

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

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

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

   (d) The order in which portions of the Condominium Premises may be withdrawn is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Condominium Premises that may be withdrawn.
(e) The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development.

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

2. **Limitation of Unit Construction.** The Project established by this Master Deed consists of 10 Units and may, at the election of the Developer, be contracted to a minimum of four (4) Units.

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

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

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

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

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

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

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

All of the Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of the amendment or to effectuate the foregoing. The amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits to it and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits to it, provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments to it. These provisions give notice to all Owners, mortgagees, and other persons acquiring interests in the Condominium that such amendments to this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

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

ARTICLE XII
Amendment and Termination

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

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

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

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

(c) **Compliance with law.** Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations, or orders adopted by the Michigan Department of Licensing and Regulatory Affairs or its successor or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

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

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

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

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

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

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

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

(d) **Notice to interested parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.
4. **Mortgagee Consent.**

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

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

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

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

1. A copy of the amendment or amendments as passed by the Owners.
2. A statement of the date that the amendment was approved by the requisite majority of Owners.
3. An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.
4. A statement containing language in substantially the form described in subsection (e).
5. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.
6. A statement of the number of Units subject to the mortgage or mortgages of the mortgagee.
7. The date by which the mortgagee must return its ballot.

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

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

The amendment will be considered approved by first mortgagees if it is
approved by 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 90 days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.”

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

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

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

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

   (1) Termination of the Project.
   (2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee’s mortgage.
   (3) A reallocation of responsibility for maintenance, repair, replacement or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee’s mortgage.
   (4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagees mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee’s mortgage.
   (5) The modification or elimination of an easement benefiting the Unit subject to the mortgagee’s mortgage.
   (6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.
   (7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

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

ARTICLE XIII
Assignment

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

ARTICLE XIV
Disclaimer, Release, Limitation of Liability, and Indemnification of Developer

All Units are sold by the Developer “AS IS” without any warranty, expressed or implied, of any kind whatsoever. Each Owner, its successor and assigns, including its lessees, by acceptance of a deed to a Unit or any portion of or interest in a Unit or the Condominium Premises, each lessee by execution of a lease of any portion of or interest in a Unit, and the Association agrees to the terms and conditions of this Article and releases and discharges forever the Developer, its successors and assigns, from all liability for claims of any kind or nature, whether existing on the date of this Master Deed or arising after that concerning the physical condition of the Condominium Premises and agrees to indemnify, defend and hold the Developer harmless from all liability, costs and expenses, including actual attorneys’ fees and expenses, arising out of such claims. In the event a court of competent jurisdiction imposes liability upon the Developer which in any way relates to or arises out of the physical condition of the Condominium Premises, despite the terms of this Article, the Developer’s liability in total shall in any event be limited to One Thousand Dollars ($1,000), and the Developer may discharge that liability by paying that sum to the person awarded damages since the Developer is not an insurer and the price of the sale of land and improvements by the Developer reflects the provisions of this paragraph.

ARTICLE XV
Vicinity of Farmland

The Condominium Premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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

By: __________________________
    Michael A. McGraw
    Its President

Acknowledged before me in Kent County, Michigan, on January __, 2016, by Michael A. McGraw, President of Eastbrook Homes, Inc., a Michigan corporation, on behalf of the corporation.

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

Drafted by and after recording return to:

William A. Sikkel, Esq.
PROPERTY LAW SOLUTIONS, PLC
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