# ALLENDALE CHARTER TOWNSHIP
# PLANNING COMMISSION MEETING

***February 6, 2023***
***7:00 p.m.***
***Allendale Township Public Meeting Room***

1. Call the Meeting to Order

2. Roll Call

3. Communications and Correspondence:

4. Approval of the January 16, 2023 Planning Commission Minutes

5. Approval of the Agenda

6. Public Comments for *non-public hearing items*

7. Public Hearings:
   A. Rusk Lake Associates Mining Application – 10618 Pierce Street
   B. Hidden Shores West Phase 4 – Site Condominium

8. Site Plan Review:
   A. Centennial Townhomes – 24-unit Multi-family development

9. New Business:
   A. Allendale Christian School – Building Addition
      - Minor vs Major determination

10. Old Business:

11. Public Comments

12. Township Board Reports

13. Commissioner and Staff Comments

14. Adjourn

**<u>Next meeting February 20, 2023 at 7:00 p.m.</u>**

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# ALLENDALE CHARTER TOWNSHIP
# PLANNING COMMISSION MEETING

***January 16, 2023***
***7:00 p.m.***
***Allendale Township Public Meeting Room***

1. Call the Meeting to Order
2. Roll Call:
   Present: Longcore, Adams, Zuniga, Chapla, Nadda, Zeinstra
   Absent: Westerling
   Staff and Guests Present: Planner Greg Ransford, Joe Jacquot, Jack Barr
3. Communications and Correspondence:

   Email from Fleis and VandenBrink regarding the review of the Hidden Shores West Phase 4 project.
4. Motion by Chapla to approve the January 2, 2023, Planning Commission Minutes as presented. Seconded by Zeinstra. **Approved 6-0**
5. Motion by Longcore to approve the January 16, 2023, Planning Commission Agenda as presented. Seconded by Zuniga. **Approved 6-0**
6. Public Comments for *non-public hearing item*:

   *Chairperson Longcore opened the public comment section for non-public hearing items.*

   *Seeing no comments, Chairperson Longcore closed the public comment section.*
7. Public Hearings: None
8. Site Plan Review:

   A. Hidden Shores West Phase 4 – Site Condominium

      Jack Barr from Nederveld, representing the applicant, introduced the project.

      Planner Ransford reviewed the memo he prepared for the project.

      Mr. Nadda questioned the maintenance of the open/green space. Mr. Barr stated that there is an agreement that has been amended with each phase of Hidden Shores West that lays out who is responsible for the maintenance of the open/green space.

      Commissioners directed Planner Ransford to set the public hearing for this project.

   B. Hidden Shores West Annual Mining Report

      Jack Barr from Nederveld, representing the applicant, reviewed the Annual Report for the Hidden Shores West mining project.

      Mr. Longcore questioned what is being done to take care of the stockpiles that are on the property, and Mr. Adams asked about the timeline for removing the stockpiles. Mr. Barr responded that he is not sure what is being done to take care of the stockpiles, but the ones that are around Phase 4 will be moved and grated during Phase 4.

      Consensus among the Commissioners was that the PUD language can regulate the reclamation of the site and that the mining permit can be closed. Mr. Barr will provide a plan to make sure the piles are controlled from erosion by the public hearing.
9. New Business:

   A. Election of Officers

Motion by Nadda to remove the Election of Officers from the Table. Seconded by Zeinstra. **Approved 6-0**

Motion by Zeinstra to elect Mr. Adams as Chair, Mr. Nadda as Vice-Chair, and Mr. Zuniga as Secretary. Seconded by Chapla. **Approved 6-0**

10. Old Business: None

11. Public Comments:

    *Seeing no public present, Chairperson Longcore opened and closed the public comment section.*

12. Township Board Reports:

    Mr. Zeinstra reported that the Master Plan was adopted, had the 1st readings of the two Zoning Map Amendments, increased water meter rates to keep up with the cost, and introduced Kris Schuitema as the new appointed Trustee to replace Barb VanderVeen.

13. Commissioner and Staff Comments:

    Thank you to Mr. Longcore and Mr. Chapla for serving and they will be missed.

14. Chairperson Longcore adjourned the meeting at 7:31 p.m.

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

Minutes respectfully submitted by Kelli McGovern

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# MEMORANDUM

To: Allendale Charter Township Planning Commission
From: Gregory L. Ransford, MPA
Date: February 1, 2023
Re: Rusk Lake Associates, LLC Mining Special Use Application – Final Review

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Pursuant to your January 2, 2023 meeting, attached is a final site plan and related application for a special use permit from Rusk Lake Associates, LLC to excavate approximately 1,100,000 cubic yards of sand from 10618 Pierce Street, parcel number 70-09-30-400-038, which will result in a 21-acre lake. As you are aware, the subject property is currently vacant and is located within the Agricultural and Rural Zoning District.

We reviewed the final application materials and do not have any additional observations or findings to provide since your preliminary plan review. Given that you did not direct the applicant to revise the plans, we simply note your findings from your preliminary review below.

## Planning Commission Findings

As you know, at your January 2, 2023 meeting you concluded that the plan was complete, with the following findings:

- Pursuant to the Allendale Charter Township Zoning Ordinance (ACTZO), a permit can only be granted for a period of five years. Any additional need to mine after five years requires a new permit.
- No additional studies are necessary
- Deferment of the sidewalk along 92nd Avenue until sidewalk is to the property line of the project, is appropriate
- Waiver from front yard landscaping, as presented, is appropriate

## Removal of Topsoil, Sand, Gravel, or Other Minerals Review Standards

Pursuant to Section 23.08G – Review by Planning Commission; Standards for Approval/Denial of the ACTZO, the Planning Commission shall review the application and determine if the proposal meets the intent and purpose of Section 23.08, is compliant with the requirements of Section 23.08F4, meets the standards provided therein (Section 23.08G2), and meets the special use standards of the ACTZO. For your convenience, below is a copy of the Purpose, Section 23.08F4, in part, and Section 23.08G2.

*Section 23.08B – Purpose*

While we would ordinarily provide our comments to assist with your review, and we anticipate that the proposed will not cause any very serious consequences to occur particularly given the excavation has been occurring for some time, we felt it was appropriate to first receive public comment prior to commenting on Section 23.08B below.

> Section 23.08B – Purpose
>
> The purpose of the mineral mining special land use is to regulate the appropriate excavation and removal of mineral resources, but to authorize such activity only if it can be accomplished without very serious consequences

to other land uses in the vicinity and elsewhere in the Township. While the excavation and removal of mineral resources is a legitimate land use, it may involve activities which are incompatible with residential uses or other uses permitted by this Ordinance. The objective of these special land use provisions is to enable the Township to permit such mineral extraction and removal, where such activity can reasonable be permitted, but only upon such terms and conditions as will adequately protect residential and other land uses from very serious consequences and also assure that, once mineral material has been removed, the land shall be reclaimed and restored so as to be available for residential uses or other uses permitted by this Ordinance.

*Section 23.08F4 – Operating and Site Reclamation Conditions*

As you are aware, each condition provided within Section 23.08F4 is very lengthy and generally provides a required provision rather than a provision of discretion. Given this and rather than providing the entirety of each condition within this memorandum, we have included the subtitle, along with a synopsis of the condition, as well as our comments in italic font for each. If you require the entirety of any condition, please let us know and we will provide it to you.

Section 23.08F4 – Operating and Site Reclamation Conditions

All mineral mining activities which are approved for a special land use shall comply with all of the following conditions:

a. Driveways – Driveway access shall be only at the locations approved for such purpose

   *Given that the Planning Commission is satisfied with the proposed driveway location, and the Ottawa County Road Commission (OCRC) is satisfied as well, it appears this condition has been met.*

b. Truck Routes – Routes for trucks shall comply with the Allendale Charter Township Truck Route Ordinance

   *While the applicant has proposed a truck route in compliance with the Allendale Charter Township Truck Route Ordinance, the OCRC recommends that all truck traffic exits the site onto 92nd Avenue and travels north to Lake Michigan Drive only. Given this, we have included a condition to this effect in the draft resolution. If maintained and as a result, it appears this condition has been met.*

c. Entry Roads – The entry road shall be composed of asphalt, concrete, or similar dustless hard surface material

   *Given that the proposed surface is asphalt, it appears this condition has been met.*

d. Setbacks – Minimum setbacks are required for the excavation area, machinery, and storage or stockpiles

   *The Planning Commission concluded that the applicant met all of the required setbacks during the preliminary plan review. The applicant proposes the same setbacks within the final plan. As a result, it appears this condition has been met.*

e. Fencing and Signs – Any area subject to excavation shall be fenced and gated as well as signed with no trespassing signage

*As was found during your preliminary plan review, the applicant provided satisfactory fencing and signage. As a result, it appears this condition has been met.*

f. Entrance Gate – The property shall contain a gate that is properly placed to accommodate mining vehicles on site waiting outside the gate. In addition, the gate entrance shall be appropriately signed.

   *The applicant has provided the required accommodations pursuant to this condition, which was found satisfactory by the Planning Commission during preliminary plan review. As a result, it appears this condition has been met.*

g. Hours of Operation – The hours of operation of any mining site shall be limited to 7:00a.m. to 6:00p.m., Monday through Friday, and 8:00a.m. to 1:00p.m. on Saturday. Operations are prohibited on Sundays and legal holidays.

   *As presented during the preliminary review, the applicant proposed hours of operation in compliance with the ACTZO. As a result, it appears this condition has been met.*

h. Noise – Mining sites shall be operated in such a fashion that noise or vibration cannot reasonably be considered disturbing to neighboring uses or users of land

   *While we do not anticipate the site will operate in an objectionable manner, particularly because the applicant acknowledges the necessary compliance with any sound regulations in Project Specifications #2 on Sheet 3 of 4, public comment may reveal concerns in this regard. Pending comments received during the public hearing, it appears this condition has been met.*

i. Crushing & Processing of Materials – The processing of material from off-site and from within the site may be occur on the property, with conditions

   *The applicant does not propose any processing of materials within the site. As a result, it appears this condition has been met.*

j. Dust Control – The operator shall maintain all interior access roads by preventing dust from the use of said roads

   *The applicant has included methods to control dust, as noted in the Project Specifications #17 on Sheet 3 of 4.. As a result, it appears this condition has been met.*

k. Drainage – Measures shall be taken to avoid surface water exiting the site in an adverse fashion

   *Following approval, the applicant will be subject to the drainage regulations of the Ottawa County Water Resource Commissioner's Office. As a result, it appears this condition has been met.*

l. Topsoil – The replacement of topsoil shall be to a depth of not less than four (4) inches, unless it is demonstrated that less than four (4) inches existed prior to excavation of the site

   *The applicant indicated that topsoil will be returned at a depth of at least four (4) inches in the Project Specifications #4 on Sheet 3 of 4. As a result, it appears this condition has been met.*

m. Phasing – If phases exist for a project, reclamation shall occur in one phase prior to operations in another phase

*The applicant is aware of this requirement. As a result, it appears this condition has been met.*

n. Final Slopes – The final slopes shall not exceed one (1) foot of elevation to each four (4) feet of horizontal distance, unless otherwise approved by the Planning Commission. Further, if the mining operation results in a body of water, the final slopes shall not exceed one (1) foot of elevation to each six (6) feet of horizontal distance to a depth of five (5) feet.

*The applicant proposes a lake and resulting slopes, which comply with this condition. As a result, it appears this condition has been met.*

o. Screening – Earth berms, landscaping or both may be required along the boundaries of the site

*As a result of your preliminary plan review, no additional screening was deemed necessary beyond that proposed. As a result, it appears this condition has been met.*

p. Lake – The creation of a lake shall only be permitted when a hydrogeological study demonstrates that the waters will not become polluted or stagnant and will not adversely affect groundwater supplies for nearby uses.

*The applicant has provided the necessary hydrogeological study. Given this, it appears this condition has been met.*

*Section 23.08G2 – Standards*

In addition to the aforementioned conditions, the ACTPC shall also consider the factors within Section 23.08G2 of the ACTZO, which is provided below for your convenience, prior to approving a special use permit. Given that these factors are generally discretionary, based on their applicability, we have not provided our routine comments under each factor.

Section 23.08G2 – Standards

The Township Planning Commission shall not approve any special land use for mineral mining unless the application sufficiently demonstrates that the proposed mineral mining operations and activities will not create very serious consequences or serious environmental impact upon adjacent or nearby lands or other lands in the Township or the area.

Furthermore, before approving a Special Use Permit for mineral mining activities under this Ordinance the Planning Commission shall consider the following factors of the proposed mining operation as applicable:

a. The relationship of extraction and associated activities with existing land uses.
b. The impact on existing land uses in the vicinity of the property.
c. The impact on property values in the vicinity of the property and along the proposed hauling route serving the property, based on credible evidence.
d. The impact on pedestrian and traffic safety in the vicinity of the property and along the proposed hauling route serving the property.
e. The impact on other identifiable health, safety, and welfare interests in the local unit of government.
f. The overall public interest in the extraction of the specific natural resources on the property.

Special Use Standards

As you are aware, you must additionally review the request in accordance with your standards provided for special use approval in Section 20.06 – Standards of the ACTZO. In that regard, below is copy of said Standards as well as our response to each in italic font, in an effort to assist you with your review of the request.

Section 20.06 STANDARDS.

No special land use shall be approved by the Planning Commission unless the Commission finds:

A. That the establishment, maintenance, or operation of the special land use will not be detrimental to or endanger the public health, safety, or general welfare.

*We believe the Planning Commission tentatively concluded during its preliminary review that the special land use will not be detrimental. Given that the final plan has not changed since the preliminary plan, we expect that the special land use will not be detrimental to the public health, safety, or general welfare. As a result, this standard appears to be met.*

*However, pending comment received during the public hearing and after reviewing the final plan, the Planning Commission may disagree with our conclusion.*

B. That the special land use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor shall it substantially diminish and impair property values in the neighborhood.

*We do not believe the special land use will be injurious to the use and enjoyment of other property in the immediate vicinity. However, pending comment received during the public hearing, the Planning Commission may disagree with our conclusion. Further, and although not found necessary during the preliminary review, the Planning Commission possesses the authority to require other relevant studies to determine if any negative impacts may result from the proposed use.*

C. That the establishment of the special land use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

*We do not believe the special land use will impede the normal and orderly development and improvement of the surrounding property, particularly given that it is located within the Agricultural and Rural Zoning District. Related, the applicant has provided an intended end use plan that shows residential uses, which is compatible with the majority of the surrounding land uses, which are also residential. As a result, this standard appears to be met.*

D. That adequate utilities, access roads, drainage, and necessary facilities have been or are being provided.

*The access road to the site has been deemed sufficient by the Ottawa County Road Commission. However, to better maintain the longevity of the road surface, the OCRC seeks to require the applicant to exit the site and travel north to Lake Michigan Drive. Pending review by the Ottawa County Water Resources Commissioner's Office related to drainage, the standard appears to be met.*

E. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

*We believe adequate measures have been taken to ensure the minimization of traffic congestion in public streets, as a result of the applicant indicating that an average of 20 truck trips per day will occur, according to Project Specifications #5 on Sheet 3 of 4. As a result, this standard appears to be met.*

F. That the special land use shall, in all other respects, conform to the applicable regulations of the district in which it is located and to any additional conditions or procedures as specified in Article 23.

*We believe the proposed special land use conforms to the applicable regulations of the district in which it is located as well as those provided in Article 23 of the ACTZO. As a result, this standard appears to be met.*

## Site Plan Review Standards

As you are aware, Section 24.06 – Standards for Approval of the ACTZO provides your standards of review when deliberating regarding a site plan application. In that regard, below, in part, is copy of said Standards for Approval. While we would ordinarily provide our response to each in an effort to assist you with your review of the request, we suspect that exercise is unnecessary given that most of the standards do not apply to the project. As you are further aware, each standard is very lengthy and provides guidance and authority to the Planning Commission. Given this, rather than providing the entirety of each standard within this memorandum, we have only included the subtitle. If you require the entirety of any standard, please let us know and we will provide it to you.

Section 24.06 STANDARDS FOR APPROVAL

Prior to approving a site plan, the Planning Commission shall require that the following standards and requirements be satisfied. If these standards and all other requirements of applicable Township ordinances are met, the site plan shall be approved.

A. General Access Requirements
B. Environmental Considerations
C. Sidewalks and Pedestrian Circulation
D. Landscaping and Buffering
E. Lighting
F. Utility Service
G. Outdoor Features
H. Waste Disposal Facilities
I. The location and dimensions of all existing and proposed structures on the subject property
J. Building Appearance
K. Site plans shall conform to all applicable requirements of County, State and Federal statutes and approval may be conditioned on the applicant receiving necessary County, State and Federal permits before final site plan or an occupancy permit is granted
L. Traffic Impact Study

## Township Department Reviews

Generally, no further comments have been received from township staff since the preliminary plan review. In the instance we receive additional comments, we will transmit them to you. That said, the Township Engineer recommended a $120,000.00 Irrevocable Letter of Credit to cover the cost of Township expenses related to the reclamation and restoration of the site in a worst-case scenario. We have included this recommendation in the draft resolution.

## Resolution

Attached is a proposed resolution of approval for the project. While the resolution can be modified if denial is supported, we drafted the resolution for approval based on your favorable response during the preliminary review.

## 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.

- The content of the proposed resolution
    - The truck route requires traffic to exit the site and travel north to Lake Michigan Drive. Conversely, any traffic traveling to the site, shall come from Lake Michigan Drive south.
    - A $50,000.00 Surety Bond in favor of the OCRC for maintenance of the road during the operation and its restoration when the operation is completed
    - A $120,000.00 Irrevocable Letter of Credit in favor of the Township to cover the expense to reclaim and restore the site in a worst-case scenario
    - Daily truck traffic shall not exceed an average of 20 trips, calculated each week
- Whether the applicant should arrange a maintenance schedule for 92nd Avenue with the OCRC or post a financial surety to cover the as-needed maintenance to be performed by the OCRC at the direction of the Township
- Whether studies are necessary to determine the need for and consequences of the proposed excavation
- The standards, conditions, or considerations provided within:
    - Section 23.08B – Purpose
    - Section 23.08F4 – Operating and Site Reclamation Conditions
    - Section 23.08G2 – Standards (mining)
    - Section 20.06 – Standards (special use)
    - Section 24.06 – Standards for Approval (site plan)

The application has been scheduled for a public hearing at your February 6, 2023 meeting. We expect the applicant to be in attendance. If you have any questions, please let us know.

GLR
Planner

Attachments

cc: Adam Elenbaas, Supervisor
Todd Stuive, Exxel Engineering

May 5, 2022

***Sent via e-mail only: ssterk@grar.com***

Mr. Sam Sterk
Rusk Lake Associates, LLC
10560 Creek Flat Ct
Zeeland, Michigan 49464

*Re: Hydrogeological Certification*
*Rusk Lake Associates, LLC*
*Allendale Township, Ottawa County, MI*

Dear Mr. Sterk,

Per your request, Lakeshore Environmental, Inc. (LEI), has prepared this document to provide an analysis and corresponding certification of the predicted hydrogeological conditions during and after the proposed lake construction for Rusk Lake Associates, LLC (Rusk Lake). The primary hydrogeological concerns are short-term changes in groundwater elevations during lake construction, and long-term changes in the overall quality or quantity of groundwater. A summary of our analysis with regard to these concerns is provided below.

## PERTINENT HYDROGEOLOGICAL CONDITIONS

Rusk Lake proposes to construct a 21.9-acre lake at the property located at 10618 Pierce Street, Allendale, Michigan (Site). The Site is characterized by lacustrine sand and gravel deposited in an ancient, large glacial lake (Lake Chicago) that was formed as ice retreated northward approximately 14,000 years ago.

Topography of the Site is generally characterized as gently rolling agricultural land. Most of the surface elevations at the Site range from a high of 633 feet at the south property boundary to a low of 606 feet at the north property boundary.

To evaluate subsurface conditions and groundwater elevations, LEI installed five observation wells and one piezometer at the Site (**Figure 1**). Based on soil boring data and local water well logs, local stratigraphy consists of fine to medium sand to an average depth of 19 feet with underlying clay to a minimum depth of 82 feet.

Groundwater within the shallow aquifer occurs at an average depth of 16 feet below grade, depending on topography. Based on observation well data, groundwater flow is to the northwest at a moderate gradient of 0.005 (ft/ft). Utilizing this gradient and groundwater calculations, the conservative predicted water elevation of the proposed lake is 620 feet. Please note that it is typical for a lake in this hydrologic setting to have natural fluctuations of +/- 1.0 foot. Soil boring, well and piezometer construction logs are included as **Attachment A**. A summary of observation well and piezometer data is included as **Table 1**.

LEI utilized the stratigraphy recorded in the soil borings to construct a north to south cross section (**Figure 2**), and a west to east cross sections (**Figure 3**). As illustrated, the stratigraphy generally consists of fine to medium sand overlying clay.

Based on available information from EGLE's *GeoWebFace*, *Wellogic,* and a Freedom of Information Act (FOIA) request to Ottawa County, all 179 available water wells located within a quarter mile of the Site are installed in bedrock or deep glacial aquifers. Two adjacent residences, located at 10643 Lauren Drive and 9010 Pierce Street, do not have available well logs. The two residences are located approximately 835 feet and 1,210 feet from the center of the proposed lake, respectively. Considering all nearby water wells are installed in deep, protected aquifers, this report assumes the two wells are also installed in a deep, protected aquifer. Furthermore, the average shallow aquifer thickness at the Site is 8 feet, which is less than the thickness required for a shallow residential well. Therefore, these wells are likely not installed in the shallow aquifer. Wellhead protection areas are not a concern as the closest area is located over 3.5 miles north of the proposed lake.

In addition, *Barr Engineering Co.* delineated an on-site wetland located at the northern portion of the Site, as illustrated in **Figure 1**. The wetland is located approximately 1,090 feet from the center of the proposed lake. A residential pond (Little Bass Creek Condominium Association) exists to the northeast at approximately 1,080 feet northeast of the center of the proposed lake. Little Bass Creek flows west along the northern property boundary and is approximately 1,870 feet from the center of the proposed lake.

No flooding or long-term dewatering concerns are predicted as a result of the proposed lake construction for the following reasons:

1. All stormwater at the mine Site will be contained within the Site.
2. The lake will not be created by dewatering.
3. Wet sand will be placed adjacent to the lake to allow water to drain back into the lake.
4. The lake will not be excavated through a confining layer or unusual stratigraphy.
5. The lake will be a water table lake. The lake elevation will not be held up by a dam, pump, or a clay liner.

## SHORT TERM CHANGES IN THE GROUNDWATER ELEVATION DURING LAKE CONSTRUCTION

Rusk Lake proposes to construct a lake with a total area of 21.9 acres. The projected average lake elevation, based on regional geology, seasonal water table fluctuations and hydrology is 620 feet. Again, it is typical for a lake in this hydrologic setting to have natural fluctuations of +/- 1.0 foot.

To construct the proposed lake, Rusk Lake will excavate approximately 286,900 cubic yards of sand from below the existing water table. Rusk Lake anticipates the construction of the lake to take approximately 5 years. The wet sand will be stockpiled near the lake and water will be allowed to drain back into the aquifer (recycled). Even though there is no actual loss of groundwater (with the exception of an insignificant amount of evaporation from the stockpiles), the sand removal results in a short-term lowering of the water table as groundwater flows into the excavation to fill the void where the sand was located. This lowering only occurs during

excavation activities, and does not occur in the winter, when no mining takes place and groundwater levels equilibrate.

Groundwater elevation changes and potential effects on adjoining properties can be predicted utilizing standard hydrogeological calculations and models. Aquifer thickness values used in the calculations were obtained from local water well logs and on-site soil boring data. Hydraulic conductivity values were derived from aquifer material collected during the observation well installation. In summary, the maximum groundwater inflow rate to account for sand removal is calculated to be 20 gallon per minute (GPM), based on an annual mining schedule of 240 days. Sand removal results in a maximum theoretical drawdown of 0.48 feet at 10643 Lauren Drive and 0.21 feet at 9010 Pierce Street. In addition, sand removal results in a maximum theoretical drawdown of 0.28 feet at the Little Bass Creek Condominium Association pond and 0.27 feet at the wetland. This level of drawdown is less than the seasonal fluctuation in the water table and will not result in a significant decrease in the availability or quality of groundwater. Again, 10643 Lauren Drive and 9010 Pierce Street wells are likely installed in deep, protected aquifers and therefore will not be impacted by groundwater fluctuations in the shallow aquifer.

This prediction is conservative for the following reasons:

1. The calculations assume there is no recharge to the aquifer for a period of 240 days. Based on historical precipitation records, this has not occurred to date.
2. The amount of infiltration will be increased during and after the lake construction as a greater percentage of precipitation will be maintained on-site and not allowed to run off (it will fall into the lake). Groundwater calculations do not account for increased infiltration.

A summary of the sieve analyses and hydraulic conductivity calculations utilized in the predictions is provided in **Table 2**. The actual sieve analysis data sheets are provided as **Attachment B**. The hydrogeological calculations and drawdown predictions are provided in **Attachment C**.

## LONG TERM EFFECTS OF LAKE CONSTRUCTION

In general, the potential long-term effects of the lake construction relate to the following:

1. A change in groundwater quality as a result of the lake construction.
2. A reduction of area groundwater elevations due to increased evaporation.
3. Long term changes in groundwater elevations as a result of the presence of the new lake.

An analysis of these potential effects is provided below:

1. Groundwater quality of the aquifer is likely to be improved due to the construction of the lake. Since the lake is a water table lake, where groundwater flows in one side of the lake and out the other (for simplicity), iron and hardness are readily removed as the water in the lake is exposed to the atmosphere where it can exchange dissolved oxygen and carbon dioxide. This improved lake water is then returned to the aquifer. In addition, no chemicals are utilized at the Site, nor are they proposed for the future.

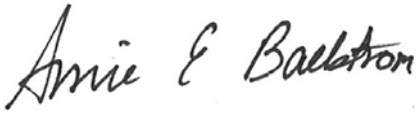
2. The construction of the lake will result in an increase in evaporation during the summer. The net loss in the water budget from lake evaporation can be predicted utilizing the EGLE recommended EVAP model. The model compares the existing evapotranspiration to the future lake evaporation and calculates the net deficit. Based on this, a net deficit of 9.7 GPM will occur at the lake following lake construction. The effect of these losses on local groundwater was calculated using the Theis Drawdown Equation, which resulted in a theoretical drawdown of 0.18 feet at 10643 Lauren Drive and 0.07 feet at 9010 Pierce Street. In addition, a theoretical drawdown of 0.10 feet is predicted at the Little Bass Creek Condominium Association pond and 0.09 feet is predicted at the wetland. This amount of drawdown is insignificant considering normal seasonal fluctuations in the groundwater elevations and precipitation. EVAP model calculations and Theis Drawdown Equation are provided in **Attachment D**.
3. The existing groundwater elevations at the location of the proposed lake vary from approximately 627.12 feet at OW-2 to 618.45 feet at OW-5. The theoretical, average surface elevation of the proposed lake is 620 feet. The lake creation will result in a localized decrease of 6.0 feet in the immediate vicinity of the upgradient (southeastern) edge of the lake. However, within a short distance of the lake (approximately 400 feet) the groundwater will return to natural levels, resulting in no drawdown at the southeastern property corner. Therefore, the lake creation will not have a significant impact on area groundwater. The theoretical groundwater elevation after lake construction is illustrated in **Figure 4**.

## CONCLUSION

LEI collected hydrogeological information relating to the proposed lake construction. This included a review of area water wells and geology, local elevation surveys, installation of observation wells, data analysis, and groundwater calculations to predict the theoretical effects of lake construction on area groundwater resources. Based on the collected data, LEI concludes any short term or long-term reduction of the groundwater elevation due to the lake construction is insignificant based on conservative predictions. In fact, the storage, recharge, and quality of the aquifer is likely to be improved with the construction of the lake. As a result of the above analysis and assumptions, the proposed lake construction will not have an adverse effect on area groundwater resources.

Thank you for your consideration. Please contact me with any questions or concerns regarding this information.

Sincerely,
*Lakeshore Environmental, Inc.*



Amie E. Baelstrom
Project Geologist

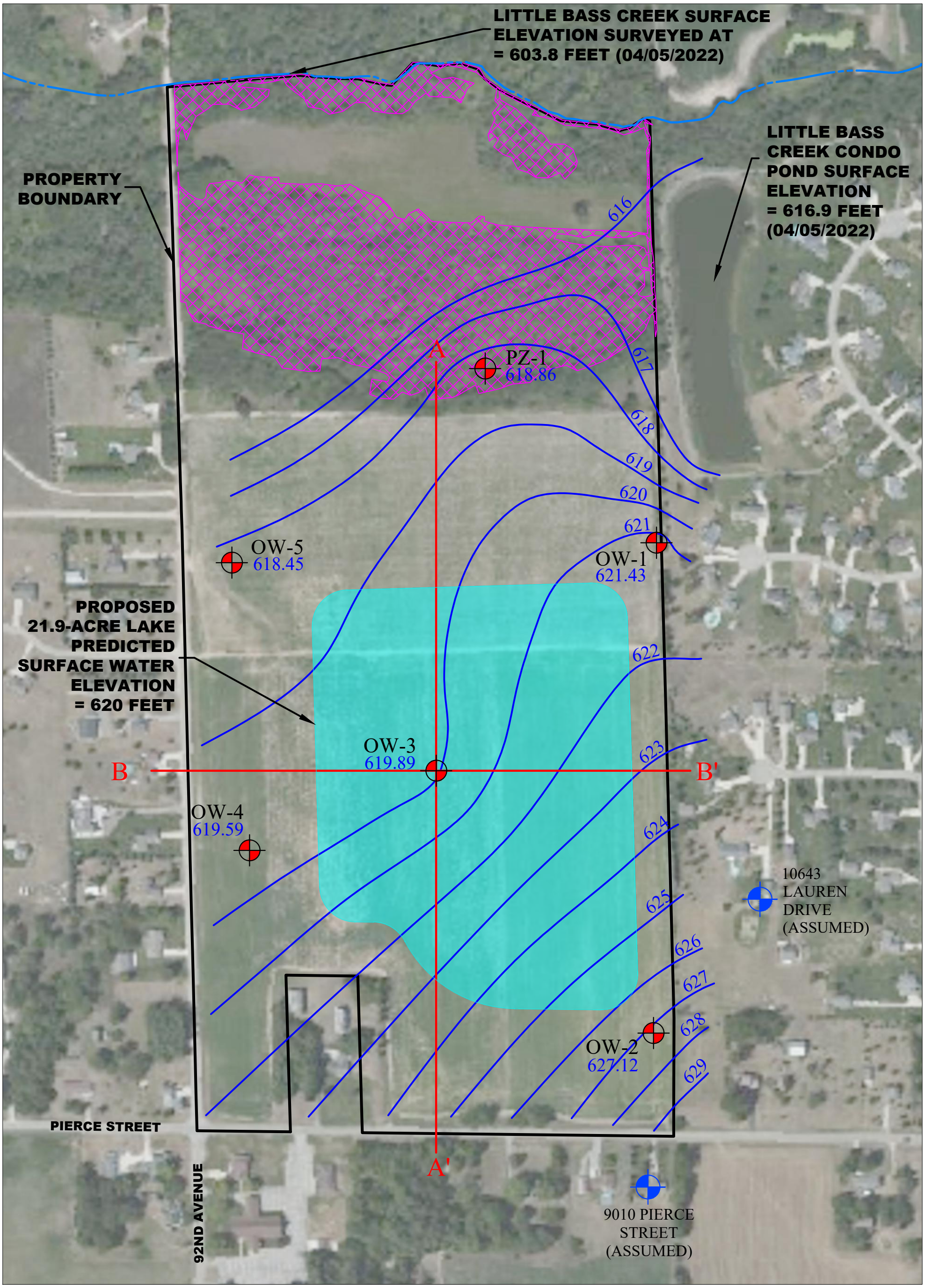
*Email: AmieB@My-LEI.com*

Attachments: Figures and Tables
A: Soil Boring and Well Construction Logs
B: Sieve Analyses and Hydraulic Conductivity Calculations
C: Short Term Drawdown Calculations
D: Long Term Evapotranspiration Calculations

Cc: None
File – LEI (21-716/ck: NCK/AEB)

## Figures and Tables

| | | |
|---|---|---|
| Figure 1 | - | Site Map with Existing Groundwater Elevations |
| Figure 2 | - | Cross section A-A' (North to South) |
| Figure 3 | - | Cross section B-B' (West to East) |
| Figure 4 | - | Theoretical Groundwater Elevations |
| Table 1 | - | Groundwater Observation Well Data Summary |
| Table 2 | - | Aquifer Material Characteristics |




NOTE: PARCEL BOUNDARIES OBTAINED FROM OTTAWA COUNTY GIS

0 250' 500'

SCALE: 1" = 250'

LEGEND

- OBSERVATION WELL LOCATION
- WATER WELL LOCATION
- PROPOSED 21.9-ACRE LAKE
- WETLAND (DELINEATED BY BARR ENGINEERING)
- 620 GROUNDWATER ELEVATION CONTOUR (4/5/2022)

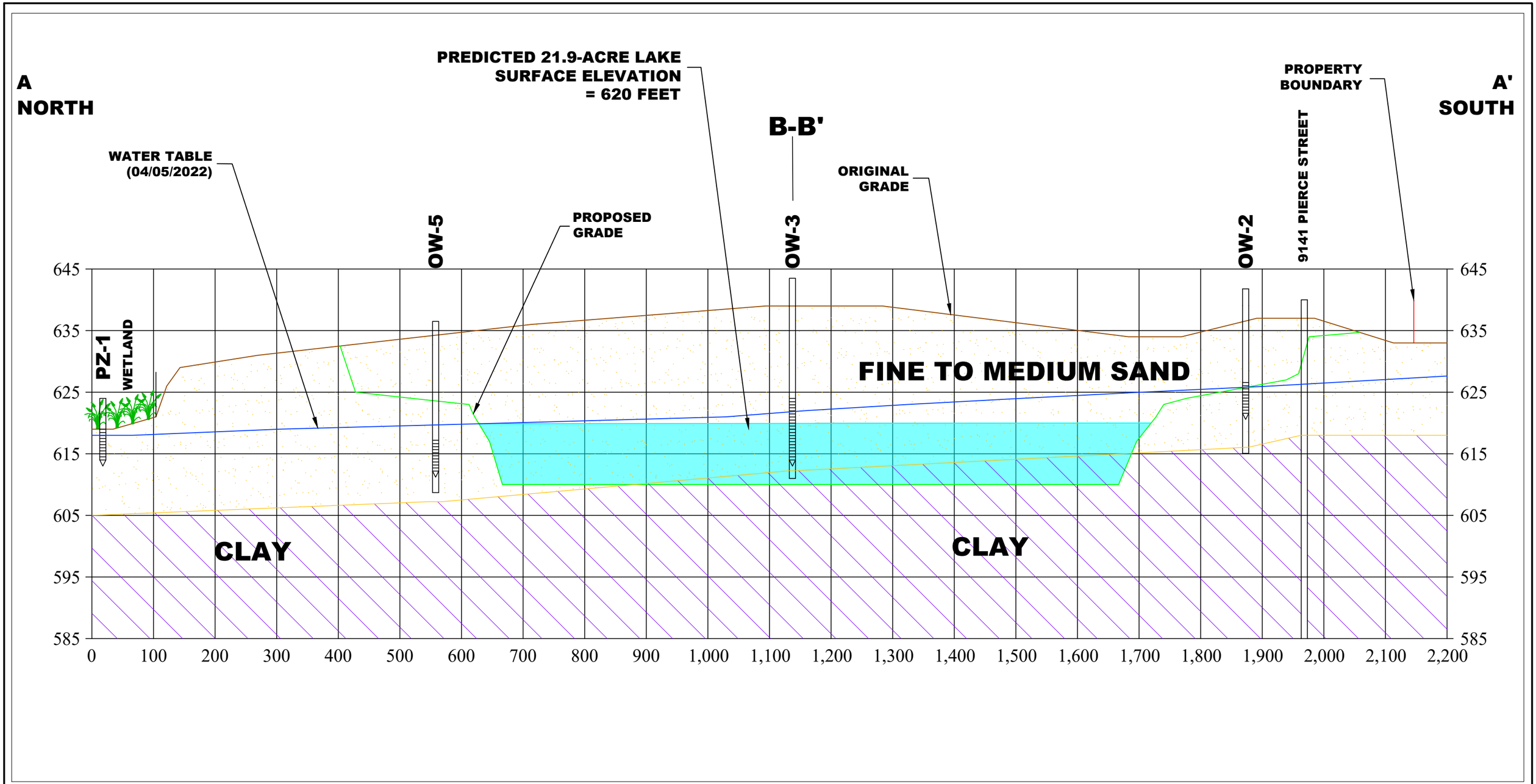
N

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

GROUNDWATER ELEVATIONS

10618 PIERCE STREET
ALLENDALE, MICHIGAN

| PROJECT 22-700 | MAY 2022 | FIGURE 1 |
|---|---|---|




N

0 150' 300'

SCALE: 1" = 150'
VERTICAL EXAGGERATION = 10X

DWN BY: AEB

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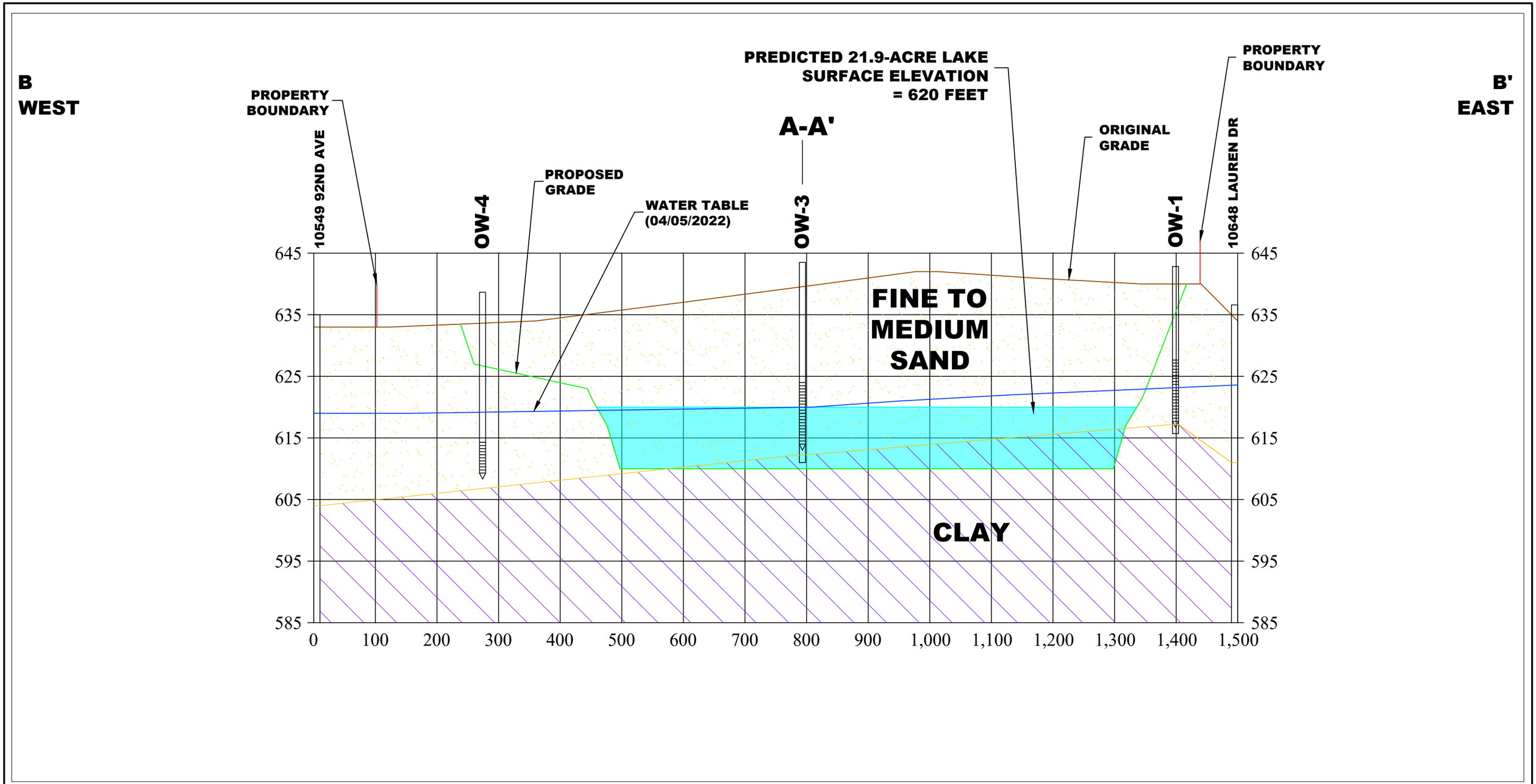
CROSS SECTION A-A'
*(NORTH TO SOUTH)*

10618 PIERCE STREET
ALLENDALE, MICHIGAN

| PROJECT 22-700 | MAY 2022 | FIGURE 2 |
|---|---|---|



DWN BY: AEB

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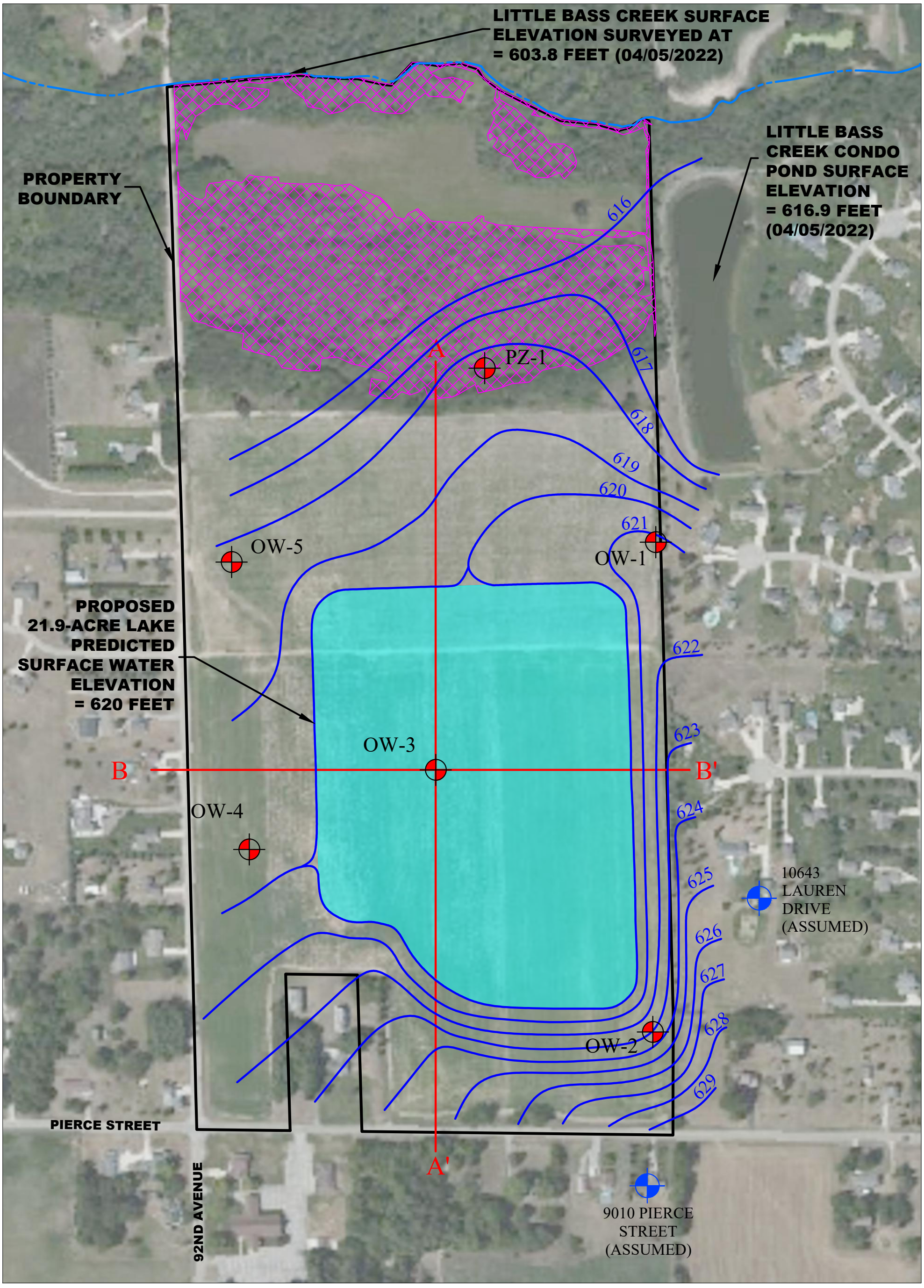
CROSS SECTION B-B'
*(WEST TO EAST)*

10618 PIERCE STREET
ALLENDALE, MICHIGAN

| PROJECT 22-700 | MAY 2022 | FIGURE 3 |
|---|---|---|




NOTE: PARCEL BOUNDARIES OBTAINED FROM OTTAWA COUNTY GIS

0 250' 500'

SCALE: 1" = 250'

LEGEND

- OBSERVATION WELL LOCATION
- WATER WELL LOCATION
- PROPOSED 21.9-ACRE LAKE
- WETLAND (DELINEATED BY BARR ENGINEERING)
- 620 THEORETICAL GROUNDWATER ELEVATION CONTOUR

N

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

THEORETICAL GROUNDWATER ELEVATIONS

10618 PIERCE STREET
ALLENDALE, MICHIGAN

| PROJECT 22-700 | MAY 2022 | FIGURE 1 |
|---|---|---|

## Table 1 - Groundwater Observation Well Data Summary

*Rusk Lake Associates, LLC* - Allendale, Michigan

| Well ID | Depth of Boring (ft BGS) | Screened Interval (ft BGS) | Ground Elevation (ft NAVD88) | Top of Casing (ft NAVD88) | Most Recent Data for Wells | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | SWL | GWE | SWL | GWE |
| | | | | | 3/10/2022 | | 4/5/2022 | |
| OW-1 | 24.0 | 12.0-22.0 | 639.79 | 642.83 | 21.64 | 621.19 | 21.40 | 621.43 |
| OW-2 | 24.0 | 12.5-17.5 | 639.03 | 641.73 | 15.15 | 626.58 | 14.61 | 627.12 |
| OW-3 | 28.0 | 15.0-25.0 | 639.09 | 643.59 | 23.61 | 619.98 | 23.70 | 619.89 |
| OW-4 | 24.0 | 20.0-25.0 | 634.30 | 638.66 | 19.37 | 619.29 | 19.07 | 619.59 |
| OW-5 | 20.0 | 15.5-20.5 | 632.70 | 636.50 | 18.29 | 618.21 | 18.05 | 618.45 |
| PZ-1 | 5.0 | 0-5.0 | 618.95 | 624.06 | 5.59 | 618.47 | 5.20 | 618.86 |

Notes:
ft BGS - Feet Below Ground Surface
SWL - Static Water Level
GWE - Groundwater Elevation (ft NAVD88)

**Table 2 - Aquifer Material Characteristics**

*Rusk Lake Associates, LLC* - Allendale, Michigan

| Observation Well Soil Borings | | | |
|---|---|---|---|
| **Observation Well** | **ASTM Soil Description** | **ASTM Classification** | **Hydraulic Conductivity* (feet/day)** |
| **OW-1** | Poorly-Graded Fine to Medium Sand With Clay | **SP-SC** | **48** |
| **OW-2** | Poorly-Graded Fine to Medium Sand | **SP** | **80** |
| **OW-3** | Poorly-Graded Fine to Medium Sand With Clay | **SP-SC** | **44** |
| **OW-4** | Poorly-Graded Fine Sand | **SP** | **71** |
| **OW-5** | Poorly-Graded Fine to Medium Sand | **SP** | **76** |
| | | **Average** | **64** |

Notes:

* - Hazen (1911), Masch & Denny (1966), Alyamani & Sen (1993), & EPA Table C

# Attachment A: Soil Boring and Well Construction Logs

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | |
|---|---|
| DRILLING METHOD: | DIRECT PUSH – GEOPROBE |
| BORING NO. | OW–1 |
| SAMPLING METHOD: | CONTINUOUS TO 20', THEN CLOSED SAMPLER 20–24' |
| SHEET | 1 OF 1 |
| SURFACE CONDITIONS: | SAND, PLOWED FIELD |
| DRILLING START TIME | 11:10 AM |
| DRILLING FINISH TIME | 11:50 AM |
| SITE NAME: | RUSK LAKE ASSOCIATES, LLC |
| LOCATION: | 10618 PIERCE STREET ALLENDALE, MICHIGAN |
| WATER LEVEL DURING DRILLING | 15.0' |
| STATIC GROUNDWATER LEVEL | 21.64' |
| DRILLING START DATE | 03/10/2022 |
| DRILLING FINISH DATE | 03/10/2022 |
| DRILL RIG: | GP 5400 |
| OPERATOR: | NCK |
| DRILLING CONTRACTOR: | LEI |
| GROUND ELEVATION: | 639.79 |
| LEI PROJECT #: | 22–700 |
| T.O.C. ELEVATION | 642.83 |
| SUPERVISED BY: | AEB |
| GROUNDWATER ELEVATION | 621.19 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0–0.5': DARK BROWN SILTY FINE SAND, LOOSE, DRY (TOPSOIL). | 3.04' STICK UP W/WELL PLUG AND LOCK |
| 5' | | 0.5–22.5': TAN FINE TO MEDIUM SAND WITH CLAY, LOOSE, DRY, WET AT 15.0'. | NATURAL COLLAPSE 0' TO 24.0' |
| 10' | | | |
| 15' | | | |
| 20' | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 12.0' TO 22.0' |
| | | 22.5–24.0': GRAY CLAY, TRACE GRAVEL, SOFT, MOIST. | |
| | | E.O.B. at 24.0' IN GRAY CLAY | |

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | |
|---|---|
| DRILLING METHOD: | DIRECT PUSH – GEOPROBE |
| BORING NO. | OW–2 |
| SAMPLING METHOD: | CONTINUOUS TO 24' |
| SHEET | 1 OF 1 |
| SURFACE CONDITIONS: | SAND, PLOWED FIELD |
| DRILLING START TIME | 2:00 PM |
| DRILLING FINISH TIME | 2:30 PM |
| SITE NAME: | RUSK LAKE ASSOCIATES, LLC |
| LOCATION: | 10618 PIERCE STREET ALLENDALE, MICHIGAN |
| WATER LEVEL DURING DRILLING | 11.5' |
| DRILLING START DATE | 03/10/2022 |
| DRILLING FINISH DATE | 03/10/2022 |
| DRILL RIG: | GP 5400 |
| OPERATOR: | NCK |
| STATIC GROUNDWATER LEVEL | 15.15' |
| DRILLING CONTRACTOR: | LEI |
| GROUND ELEVATION: | 639.09 |
| LEI PROJECT #: | 22–700 |
| T.O.C. ELEVATION | 641.73 |
| SUPERVISED BY: | AEB |
| GROUNDWATER ELEVATION | 626.58 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0–0.5': DARK BROWN SILTY FINE SAND, LOOSE, DRY (TOPSOIL). | 2.70' STICK UP W/WELL PLUG AND LOCK |
| | | 0.5–23.0': TAN FINE TO MEDIUM SAND, LOOSE, DRY, WET AT 11.5'. | NATURAL COLLAPSE 0' TO 24.0' |
| 5' | | | |
| 10' | | | |
| 15' | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 12.5' TO 17.5' |
| 20' | | | |
| | | 23.0–24.0': GRAY CLAY, SOFT, MOIST. | |
| | | E.O.B. at 24.0' IN GRAY CLAY | |

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | |
|---|---|
| DRILLING METHOD: | DIRECT PUSH – GEOPROBE |
| SAMPLING METHOD: | CONTINUOUS TO 24', THEN CLOSED SAMPLER 24–28' |
| SURFACE CONDITIONS: | SAND, PLOWED FIELD |
| WATER LEVEL DURING DRILLING | 21.0' |
| STATIC GROUNDWATER LEVEL | 23.61' |
| BORING NO. | OW–3 |
| SHEET | 1 OF 1 |
| DRILLING | |
| START TIME | 9:50 AM |
| FINISH TIME | 10:50 AM |
| START DATE | 03/10/2022 |
| FINISH DATE | 03/10/2022 |

SITE NAME: RUSK LAKE ASSOCIATES, LLC
LOCATION: 10618 PIERCE STREET ALLENDALE, MICHIGAN

DRILL RIG: GP 5400 | OPERATOR: NCK

| | | | |
|---|---|---|---|
| DRILLING CONTRACTOR: | LEI | GROUND ELEVATION: | 639.09 |
| LEI PROJECT #: | 22–700 | T.O.C. ELEVATION | 643.59 |
| SUPERVISED BY: | AEB | GROUNDWATER ELEVATION | 619.98 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0–0.5': DARK BROWN SILTY FINE SAND, LOOSE, DRY (TOPSOIL). | 4.50' STICK UP W/WELL PLUG AND LOCK |
| 5' | | 0.5–26.75': LIGHT BROWN FINE TO MEDIUM SAND WITH CLAY, TRACE GRAVEL, LOOSE, DRY, WET @ 21.0'. | |
| 10' | | | NATURAL COLLAPSE 0' TO 28.0' |
| 15' | | | |
| 20' | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 15.0' TO 25.0' |
| 25' | | | |
| | | 26.75–28.0': GRAY CLAY, TRACE GRAVEL, SOFT, MOIST. | |
| | | E.O.B. at 28.0' IN CLAY | |

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | | |
|---|---|---|
| DRILLING METHOD: DIRECT PUSH – GEOPROBE | BORING NO. OW–4 | |
| SAMPLING METHOD: CONTINUOUS TO 24' | SHEET 1 OF 1 | |
| | DRILLING | |
| SURFACE CONDITIONS: SAND, PLOWED FIELD | START | FINISH |
| | TIME 1:10 PM | TIME 1:25 PM |
| WATER LEVEL DURING DRILLING 9.0' | | |
| STATIC GROUNDWATER LEVEL 19.37' | DATE 03/10/2022 | DATE 03/10/2022 |

SITE NAME: RUSK LAKE ASSOCIATES, LLC
LOCATION: 10618 PIERCE STREET ALLENDALE, MICHIGAN

DRILL RIG: GP 5400 | OPERATOR: NCK

| | | | |
|---|---|---|---|
| DRILLING CONTRACTOR: | LEI | GROUND ELEVATION: | 634.30 |
| LEI PROJECT #: | 22–700 | T.O.C. ELEVATION | 638.66 |
| SUPERVISED BY: | AEB | GROUNDWATER ELEVATION | 619.29 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0–0.5': DARK BROWN SILTY FINE SAND, LOOSE, DRY (TOPSOIL). | 4.36' STICK UP W/WELL PLUG AND LOCK |
| | | 0.5–24.0': TAN FINE SAND, LOOSE, DRY, WET @ 9.0'. | |
| 5' | | | |
| 10' | | | NATURAL COLLAPSE 0' TO 24.0' |
| 15' | | | |
| 20' | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 20.0' TO 25.0' |
| 25' | | E.O.B. at 24.0' IN FINE SAND | |

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | |
|---|---|
| DRILLING METHOD: | DIRECT PUSH – GEOPROBE |
| BORING NO. | OW–5 |
| SAMPLING METHOD: | CONTINUOUS TO 16', THEN CLOSED SAMPLER 16–20' |
| SHEET | 1 OF 1 |
| SURFACE CONDITIONS: | SAND, PLOWED FIELD |
| DRILLING START TIME | 12:30 PM |
| DRILLING FINISH TIME | 12:50 PM |
| SITE NAME: | RUSK LAKE ASSOCIATES, LLC |
| LOCATION: | 10618 PIERCE STREET ALLENDALE, MICHIGAN |
| WATER LEVEL DURING DRILLING | 15.0' |
| DRILLING START DATE | 03/10/2022 |
| DRILLING FINISH DATE | 03/10/2022 |
| DRILL RIG: | GP 5400 |
| OPERATOR: | NCK |
| STATIC GROUNDWATER LEVEL | 18.29' |
| DRILLING CONTRACTOR: | LEI |
| GROUND ELEVATION: | 632.70 |
| LEI PROJECT #: | 22–700 |
| T.O.C. ELEVATION | 636.50 |
| SUPERVISED BY: | AEB |
| GROUNDWATER ELEVATION | 618.21 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0–0.5': DARK BROWN SILTY FINE SAND, LOOSE, DRY (TOPSOIL). | 3.80' STICK UP W/WELL PLUG AND LOCK |
| | | 0.5–20.0': TAN FINE TO MEDIUM SAND, TRACE GRAVEL, LOOSE, DRY, WET @ 15.0'. | |
| 5' | | | |
| 10' | | | NATURAL COLLAPSE 0' TO 20.0' |
| 15 | | | |
| 20' | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 15.5' TO 20.5' |
| | | E.O.B. at 24.0' IN FINE TO MEDIUM SAND | |

# SOIL BORING / WELL CONSTRUCTION LOG

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

| | | |
|---|---|---|
| DRILLING METHOD: HAND AUGER | BORING NO. PZ–1 | |
| SAMPLING METHOD: CONTINUOUS | SHEET 1 OF 1 | |
| SURFACE CONDITIONS: VEGETATED MUCK | DRILLING | |
| | START | FINISH |
| | TIME 3:15 PM | TIME 3:25 PM |
| WATER LEVEL DURING DRILLING 1.0' | | |
| STATIC GROUNDWATER LEVEL 5.59' | DATE 03/10/2022 | DATE 03/10/2022 |

SITE NAME: RUSK LAKE ASSOCIATES, LLC
LOCATION: 10618 PIERCE STREET ALLENDALE, MICHIGAN

DRILL RIG: – OPERATOR: NCK

| | | | |
|---|---|---|---|
| DRILLING CONTRACTOR: | LEI | GROUND ELEVATION: | 618.95 |
| LEI PROJECT #: | 22–700 | T.O.C. ELEVATION | 624.06 |
| SUPERVISED BY: | – | GROUNDWATER ELEVATION | 618.47 |

| DEPTH IN FEET | SOIL GRAPH | DESCRIPTION OF MATERIAL | WELL CONSTRUCTION |
|---|---|---|---|
| | | 0.0–1.5': DARK BROWN SILTY SAND WITH ORGANIC DETRITUS (MUCK), ROOTS, LOOSE, MOIST, WET AT 1.0'. | 5.11' STICK UP W/WELL PLUG AND LOCK |
| | | 1.5–5.0': TAN FINE TO MEDIUM SAND WITH GRAVEL, LOOSE, WET. | NATURAL COLLAPSE 0' TO 5.0' |
| | | | INSTALLED 1.0" DIAMETER P.V.C. WELL SCREENED INTERVAL 0' TO 5.0' |
| 5' | | E.O.B. at 5.0' IN FINE TO MEDIUM SAND | |

# Attachment B: Sieve Analyses and Hydraulic Conductivity Calculations

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **OW-1**
**Sample Depth (ft) :** **20.0-22.5'**
**Visual Description :** Tan fine to medium sand with clay, trace gravel, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **233.6** | Grams | **In-place Moisture :** | *Saturated* |
| **Weight of dried sample :** | **209.8** | Grams | **Moisture Content, ω :** | 11.3% |
| **Weight of dried sample after #200 wash:** | **194.3** | Grams | | |
| **Percent loss by wash (ASTM) :** | **7.4** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 22.2 | 10.6 | 10.6 | 89.4 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 13.8 | 6.6 | 17.2 | 82.8 | Coarse sand retained on #10 |
| 40 | 0.425 | 95.3 | 45.6 | 62.9 | 37.1 | Medium sand retained on #40 |
| 100 | 0.15 | 58.1 | 27.8 | 90.7 | 9.3 | Fine sand retained on #100 |
| 200 | 0.075 | 3.7 | 1.8 | 92.4 | 7.6 | Fine sand retained on #200 |
| Pan | - | 0.3 | 0.1 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 15.5 | 7.4 | | | |

Recovered weight = 208.9 grams
± 0.9 grams (*Allowed Variance from Initial*)
± 0.4 %

Breakdown by percent weight : Gravel : **10.6%** Sand : **81.8%** Fines : **7.6%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.90** | **0.34** | **0.16** |

**Cu** = $D_{60} / D_{10}$ = **5.63**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **0.80**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP-SC (Poorly-Graded Fine to Medium Sand With Clay)**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **48** **feet/day**

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **OW-2**
**Sample Depth (ft) :** **22.75-23.0'**
**Visual Description :** Tan fine to medium sand, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **176.3** | Grams | **In-place Moisture :** | *Saturated* |
| **Weight of dried sample :** | **165.4** | Grams | **Moisture Content, ω :** | 6.6% |
| **Weight of dried sample after #200 wash:** | **161.4** | Grams | | |
| **Percent loss by wash (ASTM) :** | **2.4** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 0.0 | 0.0 | 0.0 | 100.0 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 1.2 | 0.7 | 0.7 | 99.3 | Coarse sand retained on #10 |
| 40 | 0.425 | 33.7 | 20.4 | 21.1 | 78.9 | Medium sand retained on #40 |
| 100 | 0.15 | 122.5 | 74.2 | 95.3 | 4.7 | Fine sand retained on #100 |
| 200 | 0.075 | 3.0 | 1.8 | 97.2 | 2.8 | Fine sand retained on #200 |
| Pan | - | 0.7 | 0.4 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 4.0 | 2.4 | | | |

Recovered weight = 165.1 grams
± 0.3 grams (*Allowed Variance from Initial*)
± 0.2 %

Breakdown by percent weight : Gravel : **0.0%** Sand : **97.2%** Fines : **2.8%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.30** | **0.21** | **0.17** |

**Cu** = $D_{60} / D_{10}$ = **1.76**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **0.86**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP** **(Poorly-Graded Fine to Medium Sand)**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **80** **feet/day**

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **OW-3**
**Sample Depth (ft) :** **24.5-25.0'**
**Visual Description :** Light brown fine to medium sand with clay, trace gravel, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **226.0** | Grams | **In-place Moisture :** | *Saturated* |
| **Weight of dried sample :** | **202.5** | Grams | **Moisture Content, ω :** | 11.6% |
| **Weight of dried sample after #200 wash:** | **180.3** | Grams | | |
| **Percent loss by wash (ASTM) :** | **11.0** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 8.2 | 4.1 | 4.1 | 95.9 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 20.1 | 9.9 | 14.0 | 86.0 | Coarse sand retained on #10 |
| 40 | 0.425 | 63.8 | 31.6 | 45.5 | 54.5 | Medium sand retained on #40 |
| 100 | 0.15 | 79.6 | 39.4 | 84.9 | 15.1 | Fine sand retained on #100 |
| 200 | 0.075 | 7.8 | 3.9 | 88.8 | 11.2 | Fine sand retained on #200 |
| Pan | - | 0.5 | 0.2 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 22.2 | 11.0 | | | |

Recovered weight = 202.2 grams
± 0.3 grams (*Allowed Variance from Initial*)
± 0.1 %

Breakdown by percent weight : Gravel : **4.1%** Sand : **84.7%** Fines : **11.2%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.54** | **0.22** | **0.01** |

**Cu** = $D_{60} / D_{10}$ = **54.00**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **8.96**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP-SC (Poorly-Graded Fine to Medium Sand With Clay)**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **44** **feet/day**

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **OW-4**
**Sample Depth (ft) :** **23.75-24'**
**Visual Description :** Tan fine sand, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **141.6** | Grams | **In-place Moisture :** | *Saturated* |
| **Weight of dried sample :** | **132.3** | Grams | **Moisture Content, ω :** | 7.0% |
| **Weight of dried sample after #200 wash:** | **128.9** | Grams | | |
| **Percent loss by wash (ASTM) :** | **2.6** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 0.0 | 0.0 | 0.0 | 100.0 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 0.0 | 0.0 | 0.0 | 100.0 | Coarse sand retained on #10 |
| 40 | 0.425 | 14.1 | 10.7 | 10.7 | 89.3 | Medium sand retained on #40 |
| 100 | 0.15 | 106.3 | 80.7 | 91.4 | 8.6 | Fine sand retained on #100 |
| 200 | 0.075 | 8.0 | 6.1 | 97.4 | 2.6 | Fine sand retained on #200 |
| Pan | - | 0.0 | 0.0 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 3.4 | 2.6 | | | |

Recovered weight = 131.8 grams
± 0.5 grams (*Allowed Variance from Initial*)
± 0.4 %

Breakdown by percent weight : Gravel : **0.0%** Sand : **97.4%** Fines : **2.6%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.27** | **0.20** | **0.15** |

**Cu** = $D_{60} / D_{10}$ = **1.80**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **0.99**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP** **(Poorly-Graded Fine Sand )**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **71** **feet/day**

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **OW-5**
**Sample Depth (ft) :** **16.5-17.5'**
**Visual Description :** Tan fine to medium sand, trace gravel, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **237.7** | Grams | **In-place Moisture :** | *Saturated* |
| **Weight of dried sample :** | **206.6** | Grams | **Moisture Content, ω :** | 15.1% |
| **Weight of dried sample after #200 wash:** | **201.7** | Grams | | |
| **Percent loss by wash (ASTM) :** | **2.4** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 13.1 | 6.4 | 6.4 | 93.6 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 9.2 | 4.5 | 10.8 | 89.2 | Coarse sand retained on #10 |
| 40 | 0.425 | 46.6 | 22.7 | 33.5 | 66.5 | Medium sand retained on #40 |
| 100 | 0.15 | 130.0 | 63.2 | 96.7 | 3.3 | Fine sand retained on #100 |
| 200 | 0.075 | 1.6 | 0.8 | 97.5 | 2.5 | Fine sand retained on #200 |
| Pan | - | 0.2 | 0.1 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 4.9 | 2.4 | | | |

Recovered weight = 205.6 grams
± 1.0 grams (*Allowed Variance from Initial*)
± 0.5 %

Breakdown by percent weight : Gravel : **6.4%** Sand : **91.1%** Fines : **2.5%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.37** | **0.23** | **0.17** |

**Cu** = $D_{60} / D_{10}$ = **2.18**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **0.84**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP** **(Poorly-Graded Fine to Medium Sand )**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **76** **feet/day**

## PARTICLE SIZE ANALYSIS*

**Client :** Rusk Lake Associates LLC
10618 Pierce Street
Allendale, MI

**Project Number :** 22-700
**Project Name :** Rusk Lake

**Sample ID :** **PZ-1**
**Sample Depth (ft) :** **1.5-2.0'**
**Visual Description :** Tan fine to medium sand with gravel, loose, wet.

**Sample Date :** 3/10/2022
**Test Date :** 3/23/2022
**Analyzed By :** TLW

| | | | | |
|---|---|---|---|---|
| **Weight of soil sample :** | **307.3** | Grams | **In-place Moisture :** | *', Moist, Satura* |
| **Weight of dried sample :** | **250.1** | Grams | **Moisture Content, ω :** | Saturated |
| **Weight of dried sample after #200 wash:** | **244.1** | Grams | | |
| **Percent loss by wash (ASTM) :** | **2.4** | % | | |

| Sieve # | Size (mm) | Weight Retained | Percent Retained | Cum. % Retained | Cum. % Passing | Comments |
|---|---|---|---|---|---|---|
| 4 | 4.75 | 47.7 | 19.1 | 19.1 | 80.9 | Fine gravel retained on #4 sieve |
| 10 | 2.0 | 11.8 | 4.7 | 23.8 | 76.2 | Coarse sand retained on #10 |
| 40 | 0.425 | 84.3 | 33.8 | 57.6 | 42.4 | Medium sand retained on #40 |
| 100 | 0.15 | 94.6 | 37.9 | 95.5 | 4.5 | Fine sand retained on #100 |
| 200 | 0.075 | 4.8 | 1.9 | 97.4 | 2.6 | Fine sand retained on #200 |
| Pan | - | 0.5 | 0.2 | | | Fines passing #200 (*silt &/or clay*) |
| Loss by Wash | | 6.0 | 2.4 | | | |

Recovered weight = 249.7 grams
± 0.4 grams (*Allowed Variance from Initial*)
± 0.2 %

Breakdown by percent weight : Gravel : **19.1%** Sand : **78.3%** Fines : **2.6%**

| $D_{60}$ | $D_{30}$ | $D_{10}$ |
|---|---|---|
| **0.85** | **0.30** | **0.18** |

**Cu** = $D_{60} / D_{10}$ = **4.72**

**Cc** = $(D_{30})^2 / (D_{10} \times D_{60})$ = **0.59**

Soil classifies as fine-grained soil if greater than 50 percent passes the #200 sieve.
Soil classifies as well-graded if Cu > 6 and 3 > Cc > 1.
Soil classifies as a poorly-graded sand (SP) if above criteria is not met.

**The soil classifies as :** **SP** **(Poorly-Graded Fine to Medium Sand With Gravel)**

* Method: ASTM D422-63 "Particle-size Analysis of Soils"
* Method: ASTM D2216-92 "Laboratory Determination of Water content of Soil and Rock"
* Method: ASTM D2487-93 "Classification of Soils for Engineering Purposes"
* Method: ASTM D2488-93 "Description and Identification of Soils (Visual-Manual Procedure)"

## HYDRAULIC CONDUCTIVITY ANALYSIS

**Based on Grain Size Analysis, the average hydraulic conductivity for the soil is:** **104** **feet/day**

# Attachment C: Short-Term Drawdown Calculations

**Volume of Water Flowing from Aquifer into Proposed Mine Excavation**

**22-700 Rusk Lake Associates, LLC - Allendale, Michigan**

| | | |
|---|---|---|
| Volume of Ore to be Removed : | 286,900 | $yd^3$ |
| Percent Water : | 41 | % *(per Todd, Groundwater Hydrology, 2nd Ed., pg. 28)* |
| Percent Ore : | 59 | % |
| Volume currently ore, which will be occupied by water after proposed lake construction : | 169,271 | $yd^3$ of water |
| = | 34,185,971 | gallons of water |

| | | |
|---|---|---|
| Proposed Excavation Time : | 5 | years |
| Volume of water removed : | 6,837,194 | gallons of water per year |

Mining activity <u>each year</u> will roughly occur March 15th to November 15th

Assuming 30 days per month, mining activity = 240 days/year

Therefore 6,837,194 gal divided by 240 days/year

= 28,488 gallons of water removed per day each year

(flow into lake to fill the void created by excavation)

28,488 gallons per day x 1 day / 1,440 minutes = 20 gallons per minute

**20 gpm for 240 days each year for**

**5 years will be typical scenario from mine excavation**

Lakeshore Environmental, Inc.

Scientists | Engineers | Planners

## Theoretical Lake Excavation Drawdown Calculation

| | | | |
|---|---|---|---|
| CLIENT: | Rusk Lake Associates, LLC | DATE: | 4/13/2022 |
| PROJECT: | Rusk Lake | PROJECT NO.: | 22-700 |
| LOCATION: | SEC 30 T7N R14W<br>ALLENDALE, OTTAWA COUNTY, MI | WELL: | SITE EXCAVATION |

Assumptions: 1 pumping well located at the center of the 21.9-acre lake
1D steady-state flow with no lateral boundaries or vertical leakage

**Theis Equation**

$$s' = \frac{114.6\ Q\ W}{T}$$

$$W = -0.58 - \ln(u) + u - \frac{u^2}{4} + \frac{u^3}{18} - \frac{u^4}{96} + \frac{u^5}{600}$$

$$u = \frac{1.87\ r^2\ S}{T\ t}$$

**Theis Correction for Unconfined Aquifer**

$$s = b\left(1 - \sqrt{1 - \left(\frac{2\ s'}{b}\right)}\right)$$

where: s' = confined drawdown (ft)
Q = pump rate (gpm)
T = transmissibility (gpd/ft)
W = well function of u (exponential integral)
t = time pumped (days)
S = storage coefficient (unitless)
r = radius from the center of the well (ft)
s = corrected drawdown for unconfined aquifer (ft)

INPUT

**Q = 20 gpm, based on water fill rate of:** 239 $yd^3$/day (*5 year mine)*
**T = 3,830 gpd/ft, based on:** hydraulic conductivity (K) = 64 ft/day
aquifer thickness (b) = 8 ft
**S = 0.25 (per *Todd, Groundwater Hydrology, 2nd Ed., pg. 38* )**

| Observation Point | t (days) | RADIUS r (ft) *(from Lake Center)* | *u* | *W* | THEIS DRAWDOWN (ft) | UNCONFINED DRAWDOWN (ft) |
|---|---|---|---|---|---|---|
| 10643 Lauren Drive | 240 | 835 | *0.4* | *0.8* | 0.5 | **0.48** |
| Little Bass Creek Condo Pond | 240 | 1,080 | *0.6* | *0.5* | 0.3 | **0.28** |
| Wetland (Nearest Point to North Wetland) | 240 | 1,090 | *0.6* | *0.5* | 0.3 | **0.27** |
| 9010 Pierce Street | 240 | 1,210 | *0.7* | *0.3* | 0.2 | **0.21** |

Note : All other wells either beyond a quarter mile or installed in a bedrock or deep, confined aquifer.

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

# Attachment D: Long-Term Drawdown Calculations

**Lake Evaporation Loss**

**22-700 Rusk Lake Associates, LLC - Allenadale, Michigan**

Using the DEQ Land and Water Management Division Guidance Document for Water Budgets:

Proposed Lake Area = **21.9** Acres

= 137,370,816 $in^2$

Precipitation data for Grand Rapids Gerald R. Ford International Airport
Averaged over a 30 year period:

| Month | Liquid Equivalent (in) | Temperature (°F) |
|---|---|---|
| January | 2.09 | 24.40 |
| February | 1.79 | 26.80 |
| March | 2.37 | 35.60 |
| April | 3.35 | 48.00 |
| May | 3.98 | 58.70 |
| June | 3.77 | 68.40 |
| July | 3.78 | 72.50 |
| August | 3.59 | 70.80 |
| September | 4.28 | 62.80 |
| October | 3.26 | 51.00 |
| November | 3.51 | 40.10 |
| December | 2.50 | 29.20 |
| Sum = | 38.3 | in/yr |

365.00 days at 38.3 in/yr = **0.10485 in/day**

**Evaporation Data from NOAA Technical Report NWS 33 Map 3 of 4: Annual FWS Evaporatior**

At the site, Open Surface Water Evaporation approximately 32.50 in/yr

365.0 days at 32.50 in/yr = **0.08904 in/day**

**Evapotranspiration data using the EVAP model from :**

*Sellinger, C.E., Computer program for Estimating Evapotranspiration Using the Thornwaite Method, NOAA Technical Memorandum ERL GLERL-101, U.S. Dept. of Commerce, Washington, D.C., 9 pp. (1996).*

*Assumed 30 days to a month and 12 hour average day length of each month

**Input:** Precipitation (mm) and Temperature (°C) data from above
Specified Northern Hemisphere, Latitude 42.8847
Soil Moisture Holding Capacity of the soil taken from the NOAA Technical Memorandum to be
75 mm for fine sand in moderately deep-rooted crops (corn, cotton, tobacco, cereal grains)

**Output:** PET = Potential Evapotranspiration (mm)
Actual ET = Actual Evapotranspiration (mm)

| 30 Year Average Site Conditions | | | | | |
|---|---|---|---|---|---|
| Year | Month | Precipitation (mm) | Temperature (°C) | PET | Actual ET |
| 1981-2010 | 1 | 53.09 | 0.00 | 0.00 | 0.00 |
| 1981-2010 | 2 | 45.47 | 0.00 | 0.00 | 0.00 |
| 1981-2010 | 3 | 60.20 | 2.00 | 6.18 | 6.18 |
| 1981-2010 | 4 | 85.09 | 8.89 | 40.32 | 40.32 |
| 1981-2010 | 5 | 101.09 | 14.83 | 86.94 | 86.94 |
| 1981-2010 | 6 | 95.76 | 20.22 | 121.92 | 95.76 |
| 1981-2010 | 7 | 96.01 | 22.50 | 142.08 | 115.28 |
| 1981-2010 | 8 | 91.19 | 21.56 | 124.95 | 120.45 |
| 1981-2010 | 9 | 108.71 | 17.11 | 84.24 | 84.24 |
| 1981-2010 | 10 | 82.80 | 10.56 | 42.75 | 42.75 |
| 1981-2010 | 11 | 89.15 | 4.50 | 14.76 | 14.76 |
| 1981-2010 | 12 | 63.50 | 0.00 | 0.00 | 0.00 |
| | | | | Sum = | 606.68 mm |

606.68 mm = 23.89 in / 365 days = **0.06544 in/day**

**Present amount of precipitation that results in aquifer storage**

Storage = P-ET = (Precipitation - Evapotranspiration) * Lake Area

( 0.10485 in/day - 0.06544 in/day ) * 137,370,816 $in^2$

= 5,413,905 $in^3$/day = **16.3 gpm**

**Aquifer storage after lake construction and increased evaporation**

Storage = P-E = (Precipitation - Evaporation) * Lake Area

( 0.10485 in/day - 0.08904 in/day ) * 137,370,816 $in^2$

= 2,171,588 $in^3$/day = **6.5 gpm**

**Loss in aquifer storage due to removal of vegetation and creation of lake (net loss):**

= 16.3 gpm - 6.5 gpm = **9.7 gpm**

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners

## Theoretical Lake Evaporation Drawdown Calculation

| | | | |
|---|---|---|---|
| CLIENT: | Rusk Lake Associates, LLC | DATE: | 4/13/2022 |
| PROJECT: | Rusk Lake | PROJECT NO.: | 22-700 |
| LOCATION: | SEC 30 T7N R14W<br>ALLENDALE, OTTAWA COUNTY, MI | WELL: | Site Excavation |

Assumptions: 1 pumping well located at center of the completed 21.9-acre lake
1D steady-state flow with no lateral boundaries or vertical leakage

**Theis Equation**

$$s' = \frac{114.6\ Q\ W}{T}$$

$$W = -0.58 - \ln(u) + u - \frac{u^2}{4} + \frac{u^3}{18} - \frac{u^4}{96} + \frac{u^5}{600}$$

$$u = \frac{1.87\ r^2\ S}{T\ t}$$

**Theis Correction for Unconfined Aquifer**

$$s = b\left(1 - \sqrt{1 - \left(\frac{2\ s'}{b}\right)}\right)$$

where: s' = confined drawdown (ft)
Q = pump rate (gpm)
T = transmissibility (gpd/ft)
W = well function of u (exponential integral)
t = time pumped (days)
S = storage coefficient (unitless)
r = radius from the center of the well (ft)
s = corrected drawdown for unconfined aquifer (ft)

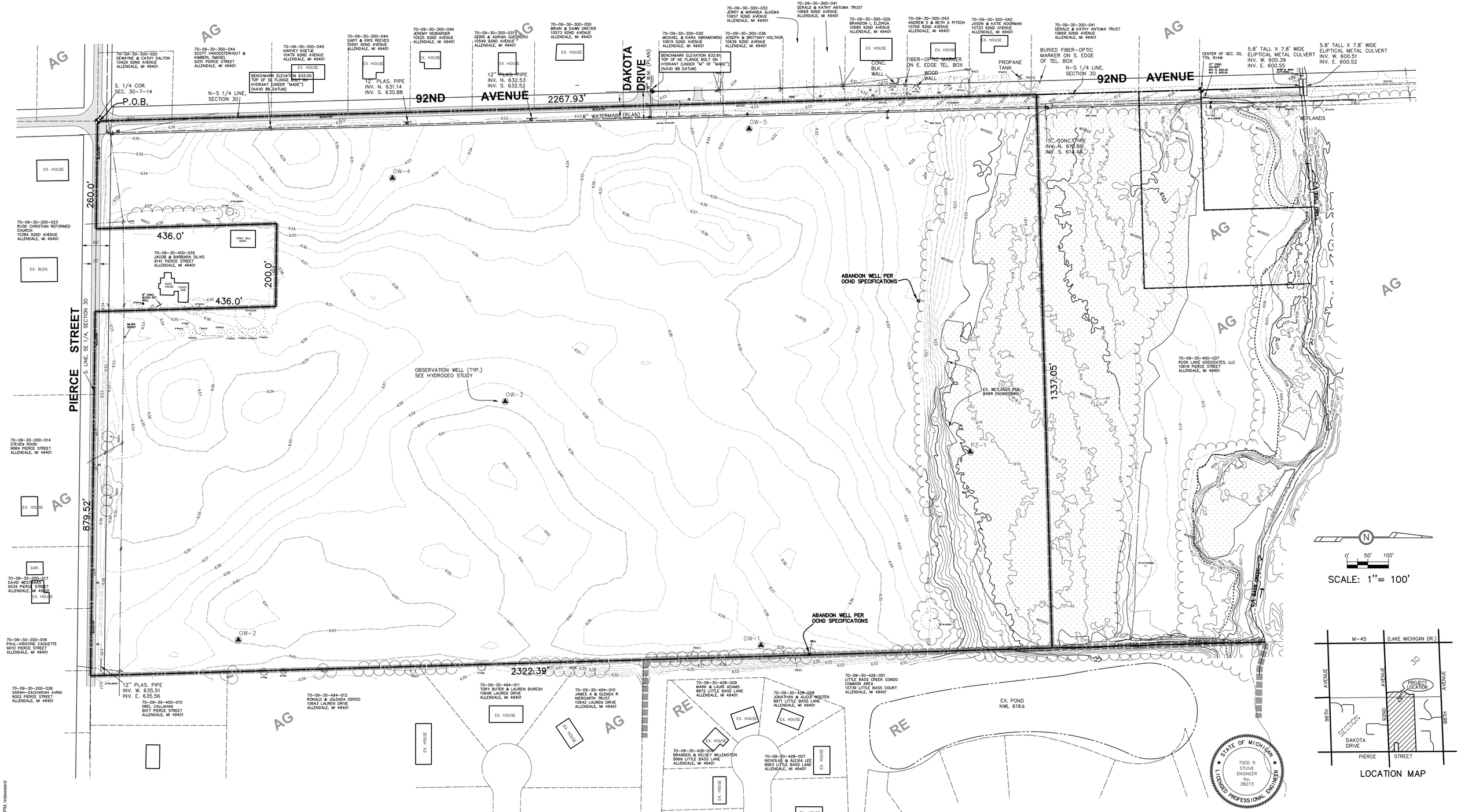
INPUT

**Q = 9.7 gpm, based on EVAP storage loss**
**T = 3,830 gpd/ft, based on:** hydraulic conductivity (K) = 64 ft/day
aquifer thickness (b) = 8 ft
**S = 0.25 (per *Todd, Groundwater Hydrology, 2nd Ed., pg. 38* )**

| Observation Point | t (days) | RADIUS r (ft) *(from lake center)* | *u* | *W* | THEIS DRAWDOWN (ft) | UNCONFINED DRAWDOWN (ft) |
|---|---|---|---|---|---|---|
| 10643 Lauren Drive | 184 | 835 | *0.5* | *0.6* | 0.18 | **0.18** |
| Little Bass Creek Condo Pond | 184 | 1,080 | *0.8* | *0.3* | 0.10 | **0.10** |
| Wetland (Nearest Point to North Wetland) | 184 | 1,090 | *0.8* | *0.3* | 0.09 | **0.09** |
| 9010 Pierce Street | 184 | 1,210 | *1.0* | *0.2* | 0.07 | **0.07** |

Note : All other wells either beyond a quarter mile or installed in a bedrock or deep, confined aquifer.

Lakeshore Environmental, Inc.
Scientists | Engineers | Planners




Legal Description:
Part of the SE 1/4 of Section 30, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: BEGINNING at the South 1/4 corner of said Section; thence N89°39'50"E 260.00 feet along the South line of said SE 1/4; thence N02°39'57"W 436.00 feet, parallel with the West line of said SE 1/4; thence N89°39'50"E 200.00 feet; thence S02°39'57"E 436.00 feet to said South line; thence N89°39'50"E 879.49 feet along said South line to the East line of the West 1/2 of said SE 1/4; thence N02°41'55"W 2322.39 feet along said East line, the West line of Cozy Acres, Ottawa County Condominium Subdivision Plan No. 253 (as recorded in Liber 2682, Pages 158-210) and the West line of Little Bass Creek Estates Condominium, Ottawa County Condominium Subdivision Plan No. 296 (as amended, recorded in Liber 3174, Pages 131-194); thence S87°20'03"W 1337.05 feet to the West line of said SE 1/4; thence S02°39'57"E 2267.93 feet along said West line to the place of beginning. This parcel contains 68.48 acres, 2,983,056 s.ft.

# EXISTING CONDITIONS

RE: RUSK LAKE

FOR: RUSK LAKE ASSOCIATES, LLC
ATTN: JOSH THURKETTLE
10560 CREEK FLAT COURT
ZEELAND, MI 49464

PART OF THE 1/4, SECTION 30, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 12/16/22 | REV. PER TOWNSHIP | MDW |

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: MDW, JB
APPROVED BY: TRS
FILE NO.: 192157E
PROJ. ENG.: TRS
PROJ. SURV.: BK
DATE: 09/23/2022

SHEET 1 of 4

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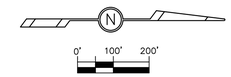


SCALE: 1"= 200'

LOCATION MAP

STATE OF MICHIGAN
TODD R. STUIVE
ENGINEER
No. 38273
LICENSED PROFESSIONAL ENGINEER

# AERIAL MAP

RE: RUSK LAKE

FOR: RUSK LAKE ASSOCIATES, LLC
ATTN: JOSH THURKETTLE
10560 CREEK FLAT COURT
ZEELAND, MI 49464

PART OF THE 1/4, SECTION 30, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 12/16/22 | REV. PER TOWNSHIP | MDW |

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

| | | | |
|---|---|---|---|
| DRAWN BY: MDW, JB | PROJ. ENG.: TRS | SHEET | |
| APPROVED BY: TRS | PROJ. SURV.: BK | 2 of 4 | |
| FILE NO.: 192157E | DATE: 09/23/2022 | | |

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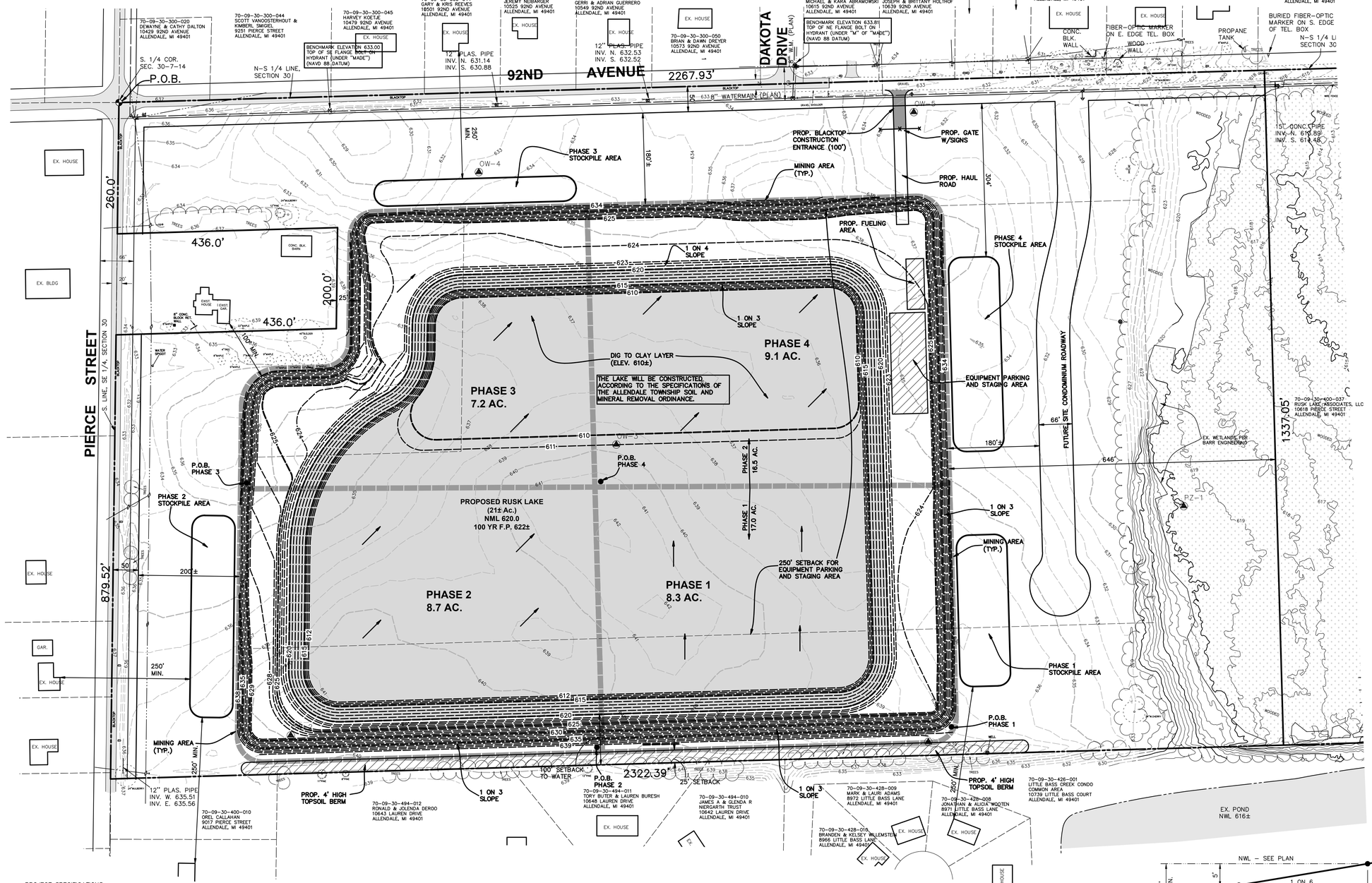


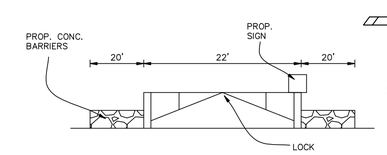


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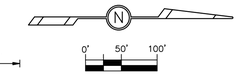


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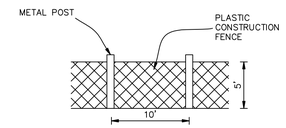
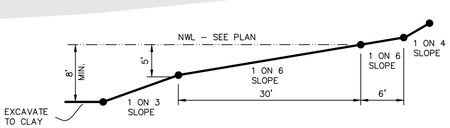



FENCE DETAIL

RUSK LAKE SAND PIT
OPERATED BY: SCHIPPERS EXCAVATING, INC.
(616) 895-4119
HOURS OF OPERATION:
M-F: 7:00AM TO 6:00PM
SAT: 8:00AM TO 1:00PM
CLOSED ON SUNDAYS

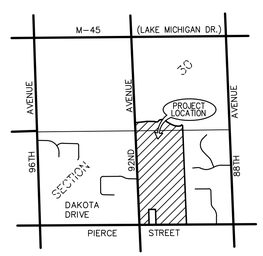
SIGN DETAIL

WAIVER REQUESTS
1. LANDSCAPING SEC.21A.04F. REQUEST WAIVER TO NOT INSTALL FRONT YARD LANDSCAPING.
2. SIDEWALK SEC.24.08.C1. REQUEST WAIVER TO NOT INSTALL SIDEWALK IN 92ND AVENUE & PIERCE STREET UNTIL SUCH TIME THAT SIDEWALKS ARE PROVIDED TO THE SITE FROM ADJACENT PROPERTIES.




LAKE CROSS SECTION

STATE OF MICHIGAN
TODD R. STUIVE
ENGINEER
No. 38273
LICENSED PROFESSIONAL ENGINEER




LOCATION MAP

PROJECT SPECIFICATIONS:

1. A soil removal permit shall be in effect prior to and during any soil removal operations or activities on the site. A copy of the NPDES Permit required from EGLE shall be submitted to the Township. All of the required control measures must be installed prior to commencing any mining operations. As a condition of that permit, the contractor shall provide a certified storm water operator to ensure the soil erosion control measures are continually maintained. The required record keeping shall be available for review.
2. The permittee shall comply with all provisions of the Allendale Charter Township Mineral Mining Ordinance and all other provision of applicable Township ordinances and state and federal statutes.
3. Equipment to be used for mining operation includes front end loaders, bulldozers, farm-type tractors, scrapers, water truck, grader, hydraulic excavator & anticipated trucks to be used for soil removal are single lead truck (23 c.yd. capacity) & double trains (40 c.yd. capacity). No dewatering of lake for mineral mining is proposed. Fueling of any equipment on-site shall be consistent with the requirements of EGLE and shall occur from a single location that shall consist of a bermed and lined area, or other means of secondary containment acceptable to EGLE.
4. Material to be mined includes sand. A sufficient amount of topsoil to respread 4" over the distubed area will be retained on-site in order to provide sufficient topsoil for respread over the entire site above the lake water level for restoration.
5. Based on the proposed grading plan, approximately 1.1 million cubic yards of sand are to be mined from the site. All proposed contours shown shall be the final grades after mining and restoration are complete. During the mining operation material encountered below the proposed contours may be mined except that no mining is permitted deeper than 15' below the final proposed contours. All over-excavated areas to be backfilled with on-site material and compacted up to the proposed contours shown on the plan. Average annual soil removal = 110,000 c.yd. Average 20 truck trips per day (assuming 9 months of operation per year).
6. Topsoil and overburden will be stored adjacent to the phase actively being mined.
7. Hours of operation.
   Soil removal, loading of vehicles used to transport soil are permitted only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday and between 8:00 a.m. and 1:00 p.m. on Saturday. No soil removal or loading of vehicles is permitted on Sunday or the following holidays: New Years Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
8. The access drive off of 92nd Avenue is paved with HMA and will be kept free of debris. Maintain the pavement in acceptable condition.
9. The site shall be graded in accordance with the NPDES permit. Storm water within the work area will be retained on site to allow for percolation of surface runoff.
10. Permanent side slope areas and finish grades will be stabilized with topsoil and grass seeding (contractor's mix).
11. Final slopes will be no steeper than 1 foot vertical to 3 feet horizontal.
12. The anticipated phasing of the site will be as indicated on the plan. Approx. time: Phase 1/2 (Easterly half of site)– 2023–2027
    Phase 3/4 (Westerly half of site)– 2028–2032 (renewal required)
13. Topsoil & overburden stockpiles shall be limited to 30' maximum height with 1 on 3 slopes.
14. Truck route shall be 92nd Avenue North to Lake Michigan Drive, then to the East or West.
15. An EGLE permit is required for the lake area greater than 5 acres.
16. Signs stating "Mineral Mining, Danger, Keep Out" will be placed at approximately 100' intervals around the parcel perimeter. Entry sign shall include hours of operation, states a prohibition of idling, and provides the phone number of the applicant on the front. The sign shall state the approved truck routes on the back.
17. The site shall be inspected and monitored each work day and water applied as necessary to control dust. The paved access drives and adjacent public roads shall be inspected and monitored throughout the work day and swept as necessary to keep free of debris and tracked sediment. Equipment to apply water to control dust and to keep paved areas free of debris and tracked sediment shall be available at the site.
18. Truck speeds should be kept as low as possible for all on-site access roads. Unpaved access roads shall be maintained to provide a reasonably smooth surface to reduce tire noise and airborne vibration. When possible, construction activity and truck traffic flow should be oriented on the site to minimize equipment backups.
19. Any changes to the lake size, mineral extraction methods, or proposed grading shall be approved by Allendale Township.
20. No material screening, processing or crushing is proposed on site.
21. Fencing will be provided per ordinance requirements phase by phase.
22. Mining within each phase will generally start at the identified place of beginning (P.O.B.) and generally proceed in the direction of the directional arrows.

CONTRACTOR:
SCHIPPERS EXCAVATING
ATTN: JAY SCHIPPERS
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

# MINING OPERATION PLAN

RE: RUSK LAKE

FOR: RUSK LAKE ASSOCIATES, LLC
ATTN: JOSH THURKETTLE
10560 CREEK FLAT COURT
ZEELAND, MI 49464

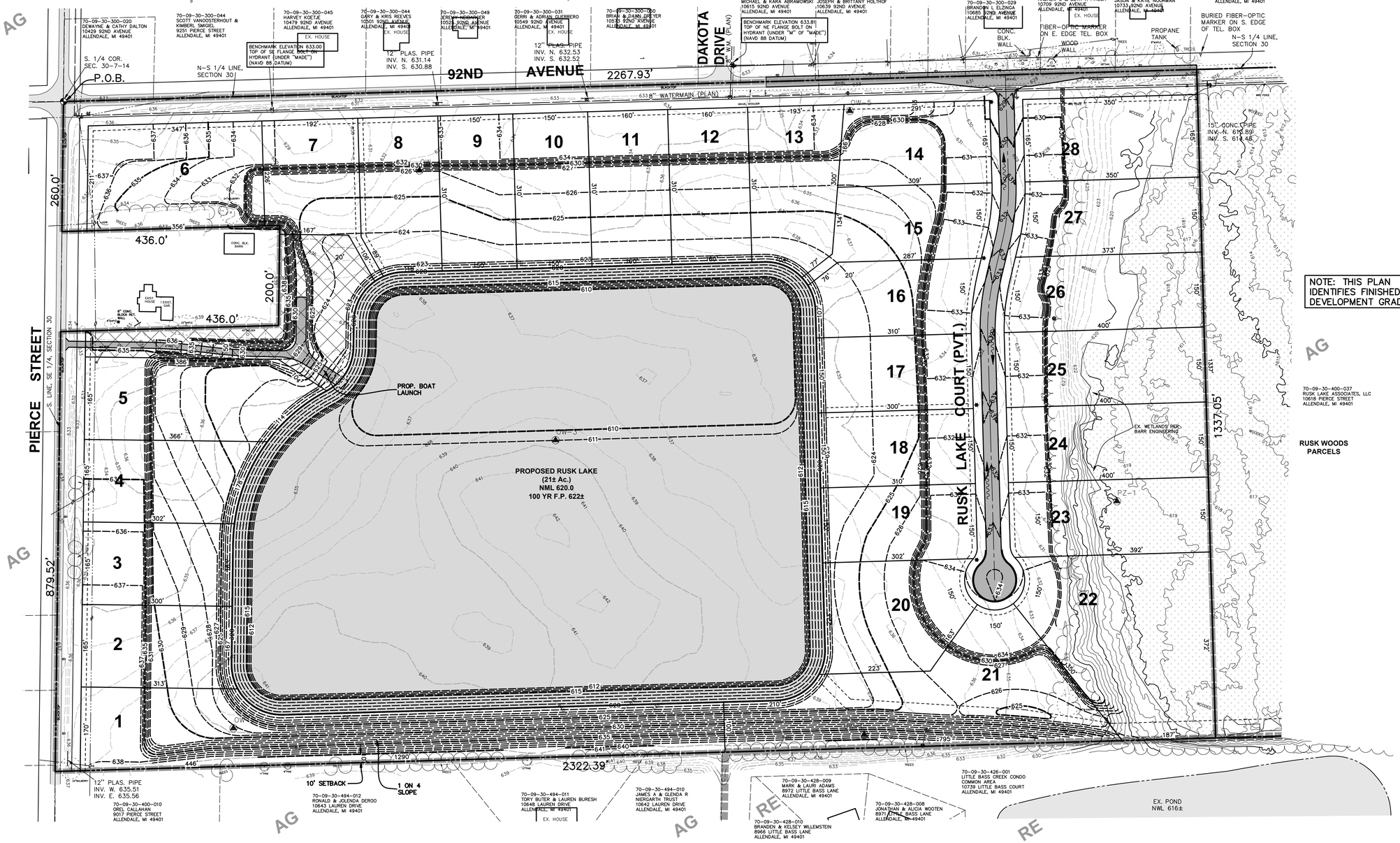
PART OF THE 1/4, SECTION 30, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 12/16/22 | REV. PER TOWNSHIP | MDW |

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: MDW, JB
APPROVED BY: TRS
FILE NO.: 192157E
PROJ. ENG.: TRS
PROJ. SURV.: BK
DATE: 09/23/2022

SHEET 3 of 4




NOTE: THIS PLAN IDENTIFIES FINISHED DEVELOPMENT GRADING.

SCALE: 1"= 100'

0' 50' 100'

**LOT AREA SUMMARY**

| Unit Number: | Total Unit Area: | Buildable Envelope Area: |
|---|---|---|
| 1 | 149,350 S.F. (3.4 Ac.) | 27,245 square feet |
| 2 | 49,705 S.F. (1.4 Ac.) | 30,000 square feet |
| 3 | 49,530 S.F. (1.1 Ac.) | 28,000 square feet |
| 4 | 53,800 S.F. (1.2 Ac.) | 30,000 square feet |
| 5 | 69,795 S.F. (1.6 Ac.) | 44,795 square feet |
| 6 | 77,042 S.F. (1.7 Ac.) | 34,735 square feet |
| 7 | 46,225 S.F. (1.0 Ac.) | 21,760 square feet |
| 8 | 48,310 S.F. (1.1 Ac.) | 28,185 square feet |
| 9 | 46,500 S.F. (1.0 Ac.) | 26,250 square feet |
| 10 | 46,500 S.F. (1.1 Ac.) | 26,250 square feet |
| 11 | 49,600 S.F. (1.1 Ac.) | 28,350 square feet |
| 12 | 49,600 S.F. (1.1 Ac.) | 27,350 square feet |
| 13 | 59,225 S.F. (1.3 Ac.) | 24,065 square feet |
| 14 | 49,480 S.F. (1.1 Ac.) | 21,690 square feet |
| 15 | 47,595 S.F. (1.0 Ac.) | 27,180 square feet |
| 16 | 47,250 S.F. (1.0 Ac.) | 28,905 square feet |
| 17 | 46,500 S.F. (1.0 Ac.) | 27,500 square feet |
| 18 | 46,500 S.F. (1.0 Ac.) | 27,500 square feet |
| 19 | 46,440 S.F. (1.0 Ac.) | 27,440 square feet |
| 20 | 60,505 S.F. (1.3 Ac.) | 38,430 square feet |
| 21 | 123,935 S.F. (2.8 Ac.) | 38,490 square feet |
| 22 | 116,690 S.F. (2.6 Ac.) | 43,025 square feet |
| 23 | 59,940 S.F. (1.3 Ac.) | 16,110 square feet |
| 24 | 60,000 S.F. (1.3 Ac.) | 14,755 square feet |
| 25 | 60,000 S.F. (1.3 Ac.) | 14,755 square feet |
| 26 | 58,525 S.F. (1.3 Ac.) | 25,780 square feet |
| 27 | 53,675 S.F. (1.2Ac.) | 21,965 square feet |
| 28 | 57,750 S.F. (1.1 Ac.) | 21,500 square feet |

"AG" district regulations:
Lot size: 150' x 1 Acre
Front yard: 40' min., 50' min. from primary street.
Side yard: 10' min. (25' total)
Rear yard: 50' min.

STATE OF MICHIGAN
TODD R. STUIVE
ENGINEER
No. 38273
LICENSED PROFESSIONAL ENGINEER

GENERAL RECLAMATION NOTES:

1. Respread minimum of 4" of topsoil in all disturbed areas outside of proposed water surfaces.
2. Seed all disturbed areas as described within the soil erosion control notes.
3. Finalize individual phase restoration upon completion of the excavation within the phase.
4. Remove topsoil screening stockpiles as part of individual phase restoration process.
5. Maintain erosion controls within individual phases until grass is established.
6. Maximum finished slope shall be 3:1 (horz./vert.)

# END USE PLAN

RE: RUSK LAKE SITE CONDOMINIUM

FOR: RUSK LAKE ASSOCIATES, LLC
ATTN: JOSH THURKETTLE
10560 CREEK FLAT COURT
ZEELAND, MI 49464

PART OF THE 1/4, SECTION 30, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 12/16/22 | REV. PER TOWNSHIP | MDW |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DRAWN BY: MDW, JB
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PROJ. SURV.: BK
DATE: 09/23/2022

SHEET 4 of 4

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CHARTER TOWNSHIP OF ALLENDALE
COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION #_____

At a regular meeting of the Planning Commission of the Charter Township of Allendale, Ottawa County, Michigan, held on the 6th day of February, 2023 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

It was moved by member _____ and supported by member _____ that the following Resolution be adopted.

WHEREAS, Rusk Lake Associates, LLC (the "Applicant"), whose address is 10560 Creekflat Court, Zeeland, Michigan, 49464, applied to Allendale Charter Township (the "Township") for a special use approval pursuant to Article 20 and Section 23.08 of the Allendale Charter Township Zoning Ordinance (the "Zoning Ordinance"), to excavate approximately 1,100,000 cubic yards of sand, resulting in a lake of 21 acres in area within parcel number 70-09-30-400-038, as shown in the site plan submission titled "Rusk Lake," prepared by Exxel Engineering, Incorporated, dated 12/16/22 (the "Development"), which includes;

1. A four-page Special Land Use Application, dated 9-26-22;
2. A 32 page Hydrogeological study conducted by Lakeshore Environmental, Incorporated, dated May 5, 2022;
3. A one page zoning map excerpt;
4. Rusk Lake, Existing Conditions, Sheet 1 of 4, dated 12/16/22;
5. Rusk Lake, Aerial Map, Sheet 2 of 4, dated 12/16/22;

6. Rusk Lake, Mining Operation Plan, Sheet 3 of 4, dated 12/16/22;

7. Rusk Lake, End Use Plan, Sheet 4 of 4, dated 12/16/22; and

WHEREAS**,** before taking any action to approve or deny a request for approval of the Development, it is necessary that the Planning Commission hold a public hearing on the proposed special land use and give notice as required by Michigan Act 110 of 2006, as amended; and

WHEREAS**,** proper notice of the public hearing on the special land use and related site plan having been given as is required by Michigan Act 110 of 2006, as amended, as is evidenced by the Affidavits of Publication and Mailing on file in the office of the Township Clerk and the public hearing having been held on February 6, 2023; and

WHEREAS, the Township Planning Commission found that the Development complies with the purpose of Section 23.08 of the Zoning Ordinance, the conditions of Section 23.08F4 of the Zoning Ordinance, the standards of Section 23.08G2 of the Zoning Ordinance, the standards of Section 20.06 of the Zoning Ordinance, and the standards of Section 24.06 of the Zoning Ordinance and;

WHEREAS**,** pursuant to Article 20 and Section 23.08 of the Zoning Ordinance, the Township Planning Commission desires to approve the Development.

NOW, THEREFORE, BE IT RESOLVED THAT THE DEVELOPMENT IS APPROVED WITH THE FOLLOWING CONDITIONS:

1. The pedestrian pathway parallel to 92nd Avenue and Pierce Street shall be constructed at the time pathway is installed on any adjacent property.
2. A $50,000.00 Surety Bond shall be provided in favor of the Ottawa County Road Commission for maintenance of Pierce Street and 92nd Avenue during the

operation and for the restoration of the roads when the operation is completed.

3. A $120,000.00 Irrevocable Letter of Credit shall be provided in favor of the Township to cover the expense to reclaim and restore the site in the event the owner fails to perform the same.
4. Crushing and processing of material are prohibited. Processing off-site material is prohibited.
5. All trucks exiting the site shall be routed north on 92nd Avenue to Lake Michigan Drive.
6. All trucks entering the site shall come from Lake Michigan Drive, south.
7. Daily truck traffic shall not exceed an average of 20 trips, calculated each week.
8. [**PLACE HOLDER** – The Applicant shall arrange a maintenance schedule for 92nd Avenue with the Ottawa County Road Commission for the regular grading and application of appropriate dust control [OR] the Applicant shall provide a financial surety to cover the as-needed maintenance to be performed by the Ottawa County Road Commission at the direction of the Township.]
9. All topsoil returned to the site shall be replaced at a depth of not less than four (4) inches.
10. The special land use shall be completed within five (5) years from February 6, 2022.
11. Stockpiles shall not exceed thirty (30) feet in height from original grade.
12. The special land use permit shall be subject to annual review by the Planning Commission on or about the anniversary date of approval of the permit. The applicant shall provide a written description of the progress of the special land

use pursuant to Section 23.08G6 of the Zoning Ordinance.

13. The special land use shall be subject to periodic inspections by the Township Engineer to determine if the approved activity is proceeding in accordance with the conditions of the approved site plan and the site plan itself.
14. Upon expiration of the special land use permit, the Applicant shall provide to the Township a certification from a registered civil engineer, landscape architect, or registered land surveyor that the site has been restored in conformance with the approved reclamation plan and may consult with the Township Engineer. Any costs incurred by the Township for such engineering services shall be paid for by the Applicant.
15. Review and approval from the Ottawa County Water Resources Commissioner's office. If significant changes are required to the site, as determined by the Township Zoning Administrator, as a result of approval by the Ottawa County Water Resources Commissioner's office, the Applicant shall return to the Planning Commission for revised approval.
16. Review and approval from the Ottawa County Soil Erosion and Sedimentation Control Agency.
17. Compliance with the conditions of approval provided by the Fleis and VandenBrink review letter dated October 17, 2022, and any subsequent letter.
18. The appropriate permit shall be obtained from the State of Michigan Department of Environment, Great Lakes, and Energy prior to construction of the lake beyond 4.9 acres or water surface area.
19. The End Use Plan requires application for site plan review pursuant to the Zoning

Ordinance to authorize the private road and site condominium. Neither the private road nor site condominium are permitted by this resolution.

20. These conditions shall be binding on the Applicant and all successor owners or parties in interest in the Development, or any portion of the Development.

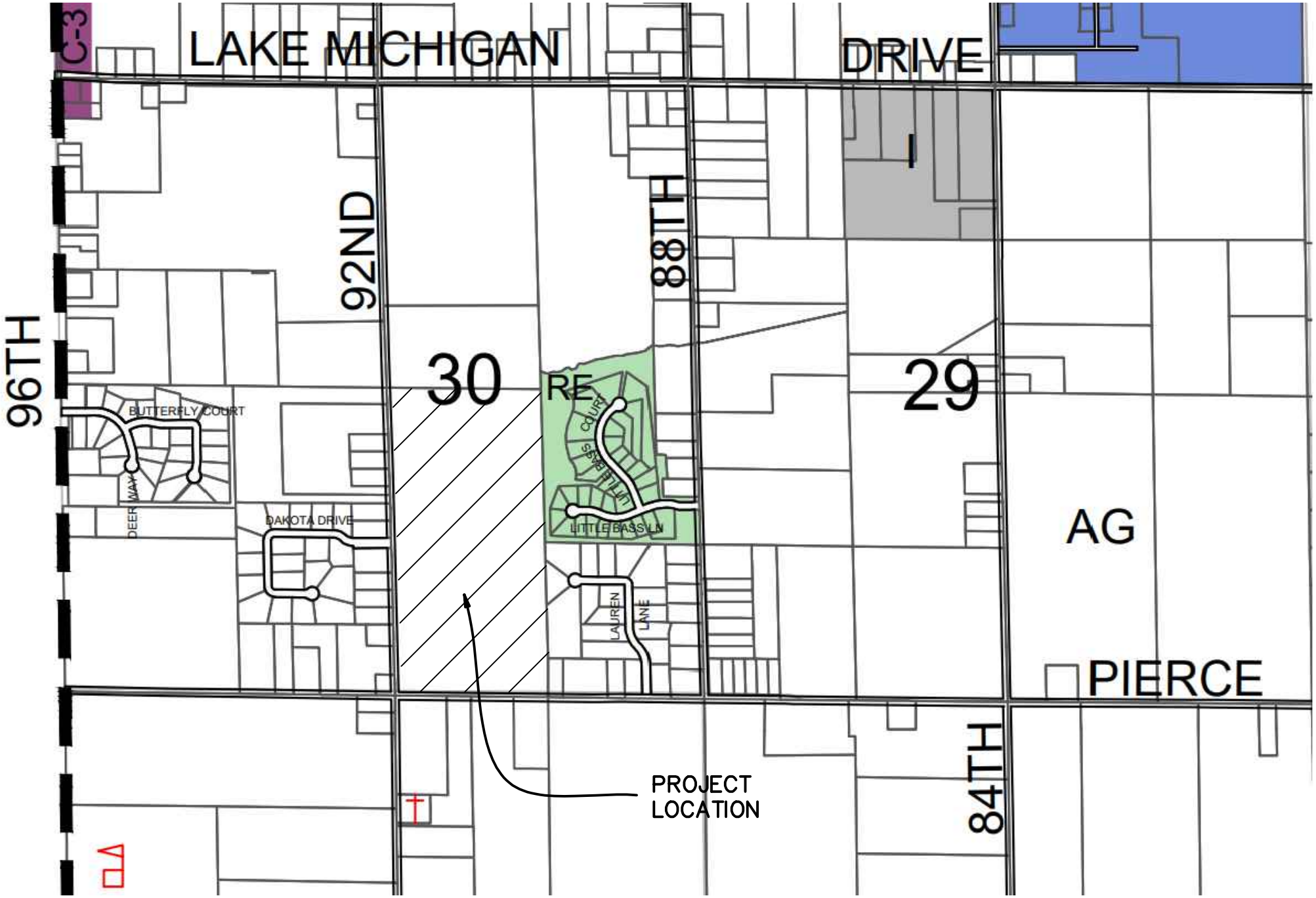
21. Any violation of these conditions shall constitute a violation of the Zoning Ordinance and, in addition to the remedies provided therein, shall be cause for the Township Board to suspend or revoke any zoning or building permit applicable to the Development.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED _____.

_____
Tom Zuniga, Secretary
Allendale Charter Township
Planning Commission


C-3
LAKE MICHIGAN
DRIVE
I
92ND
88TH
96TH
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RE
29
AG
BUTTERFLY COURT
DEER WAY
DAKOTA DRIVE
LITTLE BASS COURT
LITTLE BASS LN
LAUREN LANE
PIERCE
84TH
PROJECT LOCATION

Fresh Coast Planning

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

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

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

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

# MEMORANDUM

To: Allendale Charter Township Planning Commission
From: Gregory L. Ransford, MPA
Date: February 1, 2023
Re: Hidden Shores West Phase 4 Site Condominium – Final Review

---

Pursuant to your direction provided at your January 16, 2023 meeting, attached is a site condominium application from Nederveld, Incorporated on behalf of Grand Valley Developers, LLC to establish Phase 4 of Hidden Shores West, which consists of 25 units and related infrastructure. As you know, the property is located within the Hidden Shores West Planned Unit Development, which is at the northeast corner of 78th Avenue and Pierce Street.

We reviewed the application materials and offer the following findings for your final review.

## General Findings & Observations

*Stockpiles Remaining from Mining Operation*

As you will recall, the applicant has stockpiles related to the mining operation, which has now concluded. The Planning Commission raised concern regarding their stabilization on site not only within the proposed Phase 4 but additional phases thereafter. As a result of your concern, the applicant contacted the Soil Erosion and Sedimentation Control Agency SESCA about maintaining the piles on site. In short, the SESCA requires that all stockpiles are stabilized within 30 days of inactivity on a mining site. Given this, all stockpiles shall be stabilized since the mining has been completed.

*Hidden Shores West Planned Unit Development Resolution*

As you may know, the Hidden Shores West Planned Unit Development Resolution requires that, prior to commencing construction on any phase, a surety bond or bank letter of credit shall be submitted to the Township in the amount recommend by the Township Engineer in order to guarantee that the sidewalks, street trees, and other site improvements included in the Final Development Plan will be properly installed. The Planning Commission should condition any approval on such being provided.

## Standards of Review

*Site Plan Review Standards*

As you are aware, Section 24.06 – Standards for Approval of the Allendale Charter Township Zoning Ordinance (ACTZO) provides your standards of review when deliberating regarding a condominium site plan application. In that regard, below, in part, is copy of said Standards for Approval as well as our response to each in italic font in an effort to assist you with your review of the request. As you are further aware, each standard is very lengthy and provides guidance and authority to the Planning Commission. Given this, rather than providing the entirety of each standard within this memorandum, we have included the subtitle and our comments for each. If you require the entirety of any standard, please let us know and we will provide it to you.

Section 24.06 STANDARDS FOR APPROVAL

Prior to approving a site plan, the Planning Commission shall require that the following standards and requirements be satisfied. If these standards and all other requirements of applicable Township Ordinances are met, the site plan shall be approved.

A. General Access Requirements

*All proposed streets will be construct to the specifications of the Ottawa County Road Commission. Given this, it appears this standard has been met.*

B. Environmental Considerations

*Given that all Township Departments are generally satisfied with the site plan, it appears that this standard has been met.*

C. Sidewalks and Pedestrian Circulation

*Given that the Planning Commission was satisfied with the sidewalks and pedestrian circulation plans during the preliminary review, which are proposed as required by Section 3.14O2 – Street and Roads and Sidewalks of the ACTZO, it appears that this standard has been met.*

D. Landscaping and Buffering

*Given that the Planning Commission was satisfied with the landscape plan during the preliminary review, which included street trees as required by Section 3.14M – Site Condominium Projects of the ACTZO, as well as a berm with landscaping along Pierce Street, it appears that this standard has been met.*

E. Lighting

*Given that the Planning Commission was satisfied with the street lighting plan during the preliminary review, which is required by Section 3.14M – Site Condominium Projects of the ACTZO it appears that this standard has been met.*

F. Utility Service

*All utilities shall be installed underground. The Planning Commission should condition approval on such occurring. Following, it appears that this standard has been met.*

G. Outdoor Features

*Given that no structures are proposed as part of the condominium plan, it appears this standard does not apply.*

H. Waste Disposal Facilities

*Given that no dumpsters are proposed for the project, it appears this standard does not apply.*

I. The location and dimensions of all existing and proposed structures on the subject property

*No structures exists or are proposed on the subject property. Given this, it appears this standard has been met.*

J. Building Appearance

*Given that no structures are proposed as part of the condominium plan, it appears this standard does not apply.*

K. Site plans shall conform to all applicable requirements of County, State, and Federal statutes and approval may be conditioned on the applicant receiving necessary County, State, and Federal permits before final site plan or an occupancy permit is granted.

*The applicant is aware of all County, State, and Federal statutes that may require outside permitting. Given that we are not aware of any significant permitting that is necessary, it appears this standard has been met.*

L. Traffic Impact Study

*As you are aware, the Township Engineer concluded that a Traffic Impact Study is not necessary until the next phase of Hidden Shores West. Given this, it appears that this standard has been met.*

## Township Department Reviews

As you know, we distributed the proposed plans to the Township Fire Chief, the Township Superintendent of Water and Sewer, and the Township Engineer. Generally, all departments remain satisfied with the proposed plans since your preliminary review.

## Public Hearing

Pursuant to Section 3.14R – Condominium Project Approval, Public Hearing of the ACTZO, a public hearing has been scheduled for the proposed at your February 6, 2023 meeting.

## Planning Commission Considerations & Recommendation

*Considerations*

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

- A condition that all utilities shall be installed underground
- A condition that the Master Deed is appropriately updated, to the satisfaction of the Township Attorney, with Phase 4 exhibits prior to construction
- A condition that the applicant shall submit a surety bond or bank letter of credit in the amount recommend by the Township Engineer in order to guarantee that the sidewalks, street trees, and other site improvements included in the Final Development Plan will be properly installed
- A condition that all stockpiles are stabilized in accordance with the SESCA requirements
- Public comment
- Site Plan Review Standards provided in Section 24.06

*Recommendation*

In the instance the Planning Commission is satisfied with the proposed site plan, a recommendation to the Allendale Charter Township Board of Trustees is required.

As aforementioned, the application has been scheduled for public hearing at your February 6, 2023 meeting. We expect the applicant to be in attendance. If you have any questions, please let us know.

GLR
Planner

Attachments

cc: Adam Elenbaas, Supervisor
Jack Barr, Nederveld

NEDERVELD

December 27, 2022

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

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

Dear Mr. Ransford:

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

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

**General Comments**

1. Sheet C-101 identifies an ownership table. Is this accurate?
    - Based upon the Ottawa County GIS Tax Map information this table is accurate as of December 20th, 2022. This table is just a summary of the lot ownership at the end of phase 3 where phase 4 will connect.

2. The proposed streetlights seem very close to each other. Please verify. In addition, a light is required at the intersection of Pierce Street and to the intersection immediately north.
    - Streetlights have been added at the two intersections as required and spacing has been changed to provide better spacing. See sheet C-400.

3. Is there a mailbox bank on the road? If so, please show.
    - The existing mail cluster box for the overall site will be expanded to include the new lots. See sheet C-101 for location of existing box on Wetland Lane in Phase 1.

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

4. Section 1E3 - Provide Master Deed and Restrictive Covenants.
    - A copy is included with this submittal

5. Section 1E5 – remove "optional" from cross section regarding sidewalks.
    - The word "optional" has been removed as requested. See sheet C-400.

6. Section 1E6 – Provide required pathway along Pierce Street of 10 feet in width pursuant to Township specification requirements.
    - The 10 foot pathway along Pierce Street has been added. See sheets C-205 and C-400.

7. Section 1F1 – A berm does not appear to be within the grading plan. Please include, along with the required vegetation.
    - The berm and vegetation have been added. See sheet C-205 and C-400.

8. Section 1F2 – Provide street names.
    - Street names have been approved by OCRC and are included on the revised plans.

**Article 24 - Site Plan Review**

9. Section 24.05D (3) - Provide to an extent of at least a quarter mile. Typically, a snapshot of the Zoning Map is provided.
    - A snapshot of the Zoning Map has been added to the plans. See sheet C-100.

10. Section 24.05D (8) - Provide to the south, if required.
    - No structures are located within 100 feet of the south boundary line of the proposed development. A note has been added to the plans, see sheet C-101.

11. Section 24.06 (L) – Provide trip generation analysis.
    - Based on Institute of Transportation Engineers (ITE) *Trip Generation Manual* 11th Edition, Land Use Code 210 for Single-Family Detached Housing, we anticipate a total of 238 trips per day for Phase 4 (approximately 9.5 vehicle trips per day per home). The existing road network within the PUD and the connecting County roads are capable of managing these trips without decrease in level of service.

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

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

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

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

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

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

Sincerely,

Jack Barr, PE
Director of Engineering

Enclosures

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

Lot

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FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
09/14/2016 AT 1:34 PM
MASTER DEED 213.00

# MASTER DEED

## *HIDDEN SHORES WEST*

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 613

(1) Master Deed establishing Hidden Shores West, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of Hidden Shores West.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Hidden Shores West.

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

(5) Exhibit "D" to Master Deed: Mortgagee Consent to Submission of Property to Condominium Ownership.

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

This Master Deed Drafted By
and Return to After Recording:

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

# MASTER DEED

## HIDDEN SHORES WEST

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

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

WITNESSETH:

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

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

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

## ARTICLE I
## NATURE OF PROJECT

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

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

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

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

## ARTICLE II
## LEGAL DESCRIPTION

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

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

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

part of 70.09.28.100.034
part of 70.09.28.300.031
part of 70.09.28.400.004

## ARTICLE III
## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV
## COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V
## DESCRIPTION AND PERCENTAGE OF VALUE

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

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

## ARTICLE VI
## EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII
## UNIT IMPROVEMENTS OR ALTERATIONS

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

## ARTICLE VIII
## UNIT BOUNDARY RELOCATIONS

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

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

## ARTICLE IX
## AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Termination of the condominium project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X
## ASSIGNMENT

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

## ARTICLE XI
## CONTRACTION OF PROJECT

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

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

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

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

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

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

## ARTICLE XII
## EXPANSION OF CONDOMINIUM

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XIII
## LIMITATION OF LIABILITY

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

## ARTICLE XIV
## CONTROLLING LAW

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

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

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

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

By: _____
Mitchell G. Koster, Member

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

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

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

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

ARTICLE I
ASSOCIATION OF CO-OWNERS

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

ARTICLE II
ASSESSMENTS

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

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

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

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves.

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and must be funded by regular semi-annual payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars ($5000) annually for the entire Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Five Thousand Dollars ($5000) annually for the entire Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. **ANNUAL ASSESSMENTS AS DETERMINED IN ACCORDANCE WITH SECTION 2.2(A) ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWO (2) SEMI-ANNUAL INSTALLMENTS, UNLESS A DIFFERENT INTERVAL IS SELECTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, COMMENCING WITH ACCEPTANCE OF A DEED TO OR A LAND CONTRACT VENDEE'S INTEREST IN A UNIT, OR WITH THE ACQUISITION OF TITLE TO A UNIT BY ANY OTHER MEANS.** Semi-annual assessments shall be deemed paid in advance and shall be due and payable on the first day of January and July each year. A Co-owner's initial semi-annual assessment shall be prorated. The Board of Directors may, in its sole discretion, elect to collect the regular assessments on a different basis, such as monthly, quarterly or annually. The payment of an assessment will be in default if

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

Each installment in default for ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Section 17.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

2.5 Enforcement.

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

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien

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

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

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

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

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

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

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for assessments that have priority over the first mortgage under section 108 of the Act.

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

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

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

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

2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, being MCL 570.1101 to 570.1305, will be subject to Section 132 of the Act.

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

## ARTICLE III
## ARBITRATION

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

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

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

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

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

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

## ARTICLE IV
## INSURANCE

4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements of the Project, carry liability and other insurance coverage as the Board of Directors may determine to be appropriate. Such insurance will be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall be responsible for obtaining insurance coverage for his or her property located within the boundaries of his or her unit (including, but not limited to the Driveway serving his or her unit), and the Association shall have absolutely no responsibility for obtaining such coverage.

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

(c) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association will be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the General Common Elements will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the General Common Elements unless two-thirds (2/3) of the Association members have given their written approval.

4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney will have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute

releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as are necessary or convenient to the accomplishment of the foregoing.

4.3 Responsibilities of Co-owners. Each Co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his residence and all other improvements constructed or to be constructed within the boundaries of his Condominium Unit, together with all Limited Common Elements appurtenant to his Unit, whether located within or outside the boundaries of his Unit, and for his personal property located therein or elsewhere on the Condominium Project. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Condominium Unit or within the residence located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located). The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

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

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

## ARTICLE V
## RECONSTRUCTION OR REPAIR

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

5.2 Co-owner Responsibility for Repair.

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

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

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

5.4 Timely Reconstruction and Repair. If damage to Common Elements or the residence or other improvements constructed within the boundaries of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof will proceed with replacement of the damaged property without delay.

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

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

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

## ARTICLE VI
## RESTRICTIONS

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

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

6.1 Use Restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

6.1.11 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week. *The Association will be responsible for selecting and contracting with a garbage removal company for garbage and refuse disposal for all Units in the Project.* Each Unit owner will contribute toward the cost of such garbage and refuse disposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Building Restrictions.

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

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

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

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

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

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

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

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

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

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

6.3 Leasing and Rental.

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

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

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

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

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

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (3) above.

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

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

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

6.6 Reserved Rights of Developer.

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

(b) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to

maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

## ARTICLE VII
## MORTGAGES

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

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

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

## ARTICLE VIII
## VOTING

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

8.2 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 8.5 and 9.9 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

8.3 Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers

of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

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

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

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

## ARTICLE IX
## MEETINGS

9.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

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

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

9.4 Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of

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

9.5 Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 8.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

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

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

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

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

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

## ARTICLE X
## ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer will cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI
## BOARD OF DIRECTORS

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

11.2 Election of Directors.

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

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

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

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

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

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

11.3 Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

(e) To contract for, employ and discharge persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h) To make rules and regulations in accordance with these Bylaws.

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

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

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

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

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

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

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

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

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

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

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

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

11.12 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the

Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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

## ARTICLE XII
## OFFICERS

12.1 Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

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

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

(d) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

12.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

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

## ARTICLE XIII
## FINANCE

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

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

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

## ARTICLE XIV
## INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by

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

## ARTICLE XV
## SEAL

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

## ARTICLE XVI
## COMPLIANCE

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

## ARTICLE XVII
## REMEDIES FOR DEFAULT

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

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

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

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

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

17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

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

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

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

17.8 Attorney Fees. In any proceeding arising because of an alleged default by any Co-owner or the Association, the Developer and/or the Builder will be entitled to recover the costs of the proceeding and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner or the Association be entitled to recover such costs or attorneys' fees.

## ARTICLE XVIII
## RIGHTS RESERVED TO DEVELOPER

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

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

## ARTICLE XIX
## MISCELLANEOUS PROVISIONS

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

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

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

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

19.5 Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between Resolution 2015-11 or the ordinances of Allendale Charter Township and any Condominium Document, Resolution 2015-11 or other ordinance shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

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

(2) these Bylaws;

(3) the Articles of Incorporation of the Association; and

(4) the Rules and Regulations of the Association.

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 613
EXHIBIT "B" TO THE MASTER DEED OF:

# HIDDEN SHORES WEST

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

EXHIBIT "B"

**DEVELOPER**

Grand Valley Developers, LLC
8518 Pinecroft Court
Hudsonville, MI 49426

**SURVEYOR**

Nederveld, Inc.
217 Grandville Avenue SW
Suite 302
Grand Rapids, Michigan 49503

**DESCRIPTION** Part of 70 09.28.400 004

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

**ATTENTION COUNTY REGISTER OF DEEDS**

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

**NOTE**

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

**SHEET INDEX**


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


STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

COVER SHEET
SHEET NO.1

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## COORDINATES

| POINT # | NORTHING | EASTING |
|---|---|---|
| 1 | 20000.000 | 20000.000 |
| 2 | 18216.551 | 20042.450 |
| 3 | 18150.548 | 20044.021 |
| 4 | 17337.592 | 20063.371 |
| 5 | 17337.579 | 20082.577 |
| 6 | 17196.032 | 20082.742 |
| 7 | 17202.660 | 20066.583 |
| 8 | 17217.507 | 20038.213 |
| 9 | 17160.968 | 20004.163 |
| 10 | 17023.906 | 19921.617 |
| 11 | 17143.547 | 19789.001 |
| 12 | 17109.978 | 19739.572 |
| 13 | 17077.646 | 19692.714 |
| 14 | 16991.223 | 19752.347 |
| 15 | 16900.354 | 19620.655 |
| 16 | 16862.870 | 19566.332 |
| 17 | 16943.910 | 19510.413 |
| 18 | 16864.400 | 19395.183 |
| 19 | 16945.506 | 19339.219 |
| 20 | 17000.378 | 19234.569 |

| POINT # | NORTHING | EASTING |
|---|---|---|
| 21 | 17000.332 | 19184.917 |
| 22 | 16988.746 | 19152.958 |
| 23 | 17140.154 | 18994.785 |
| 24 | 17037.521 | 18994.882 |
| 25 | 17035.998 | 18928.883 |
| 26 | 17032.556 | 18779.757 |
| 27 | 17031.564 | 18736.769 |
| 28 | 17338.345 | 18729.677 |
| 29 | 17338.321 | 18772.689 |
| 30 | 17337.947 | 19435.152 |
| 31 | 17887.406 | 19277.251 |
| 32 | 17924.340 | 19382.516 |
| 33 | 17931.364 | 19472.796 |
| 34 | 18177.064 | 19550.435 |
| 35 | 18244.582 | 19518.722 |
| 36 | 18342.168 | 19670.457 |
| 37 | 18251.420 | 19703.736 |
| 38 | 18177.417 | 19703.665 |
| 39 | 18177.270 | 19855.934 |
| 40 | 18216.773 | 19926.782 |

## LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | S55°49'08"W | 59.75' |
| L2 | S55°23'38"W | 56.93' |
| L3 | N34°36'22"W | 98.46' |
| L4 | S55°23'38"W | 140.00' |
| L5 | N34°36'22"W | 98.54' |
| L6 | S89°56'47"W | 49.65' |

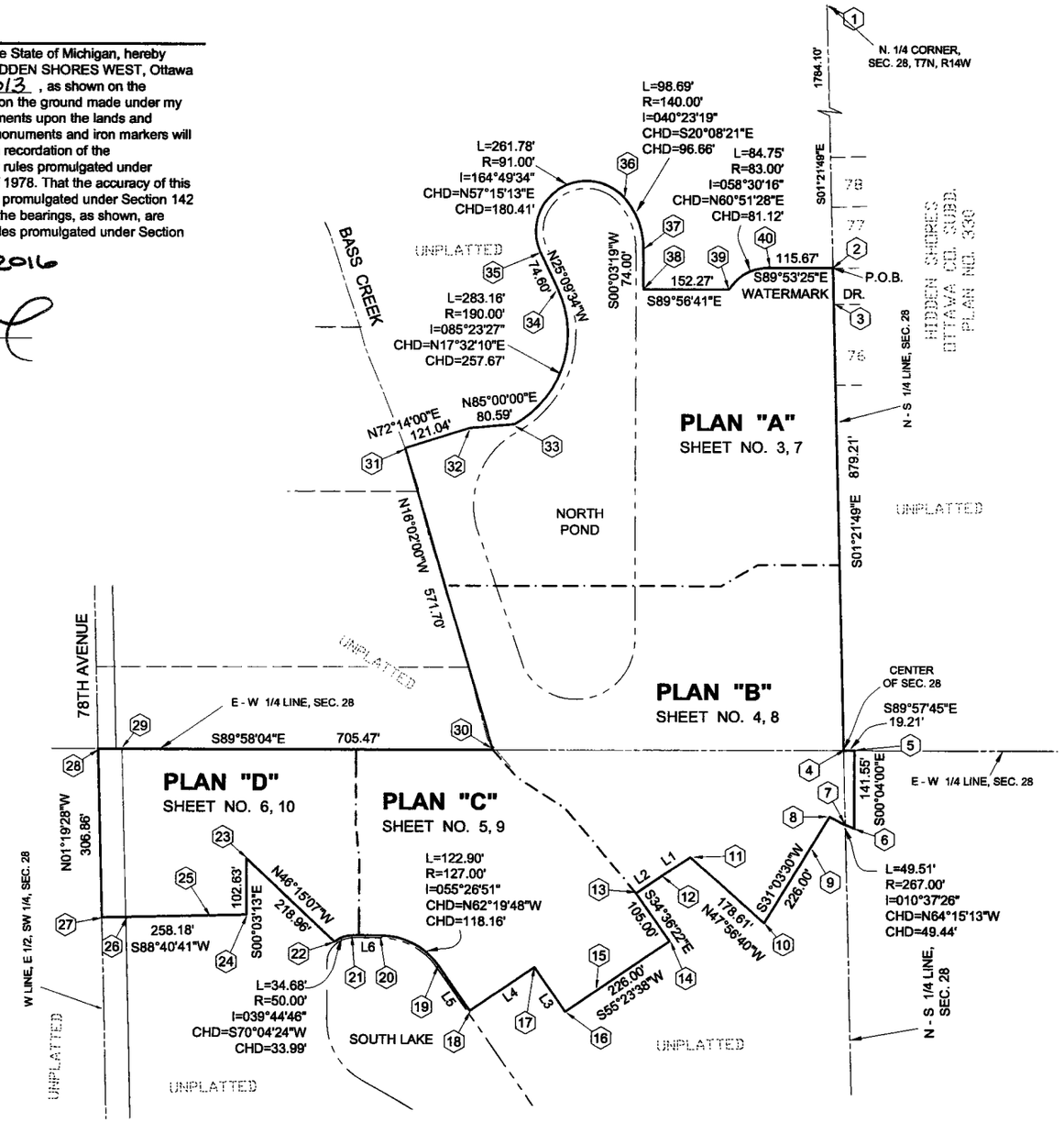
## SURVEYOR'S CERTIFICATE

I, Jeffery A. Truax, Professional Surveyor of the State of Michigan, hereby certify: That the subdivision plan known as HIDDEN SHORES WEST, Ottawa County Condominium Subdivision Plan No. 613, as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers will be placed in the ground within 12 months from recordation of the Condominium Subdivision Plan as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

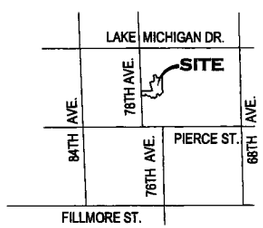
Date: SEPTEMBER 13, 2016

Jeffery A. Truax
Professional Surveyor No. 55277
NEDERVELD, INC.

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR



0' 50' 100' 200'
SCALE: 1" = 100'




LOCATION MAP
NOT TO SCALE

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

# SURVEY PLAN
# HIDDEN SHORES WEST

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

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 2

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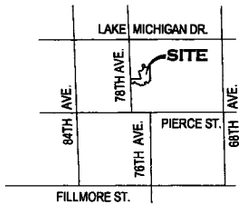
## COORDINATE TABLE

| POINT # | NORTHING | EASTING |
|---|---|---|
| 1 | 20000.000 | 20000.000 |
| 2 | 18216.551 | 20042.450 |
| 3 | 18150.548 | 20044.021 |
| 31 | 17887.406 | 19277.251 |
| 32 | 17924.340 | 19392.516 |
| 33 | 17931.364 | 19472.796 |
| 34 | 18177.064 | 19550.435 |
| 35 | 18244.582 | 19518.722 |
| 36 | 18342.168 | 19670.457 |
| 37 | 18251.420 | 19703.736 |
| 38 | 18177.417 | 19703.665 |
| 39 | 18177.270 | 19855.934 |
| 40 | 18216.773 | 19926.782 |
| 41 | 18150.773 | 19926.656 |
| 42 | 18133.789 | 19909.623 |
| 43 | 18133.853 | 19843.623 |
| 44 | 18087.282 | 19843.578 |
| 45 | 17997.282 | 19843.492 |
| 46 | 17907.282 | 19843.405 |
| 47 | 17817.282 | 19843.318 |
| 48 | 17727.282 | 19843.232 |
| 57 | 18035.988 | 20046.748 |
| 58 | 17945.991 | 20048.890 |
| 59 | 17855.994 | 20051.032 |
| 60 | 17765.997 | 20053.174 |

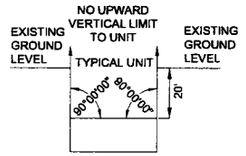


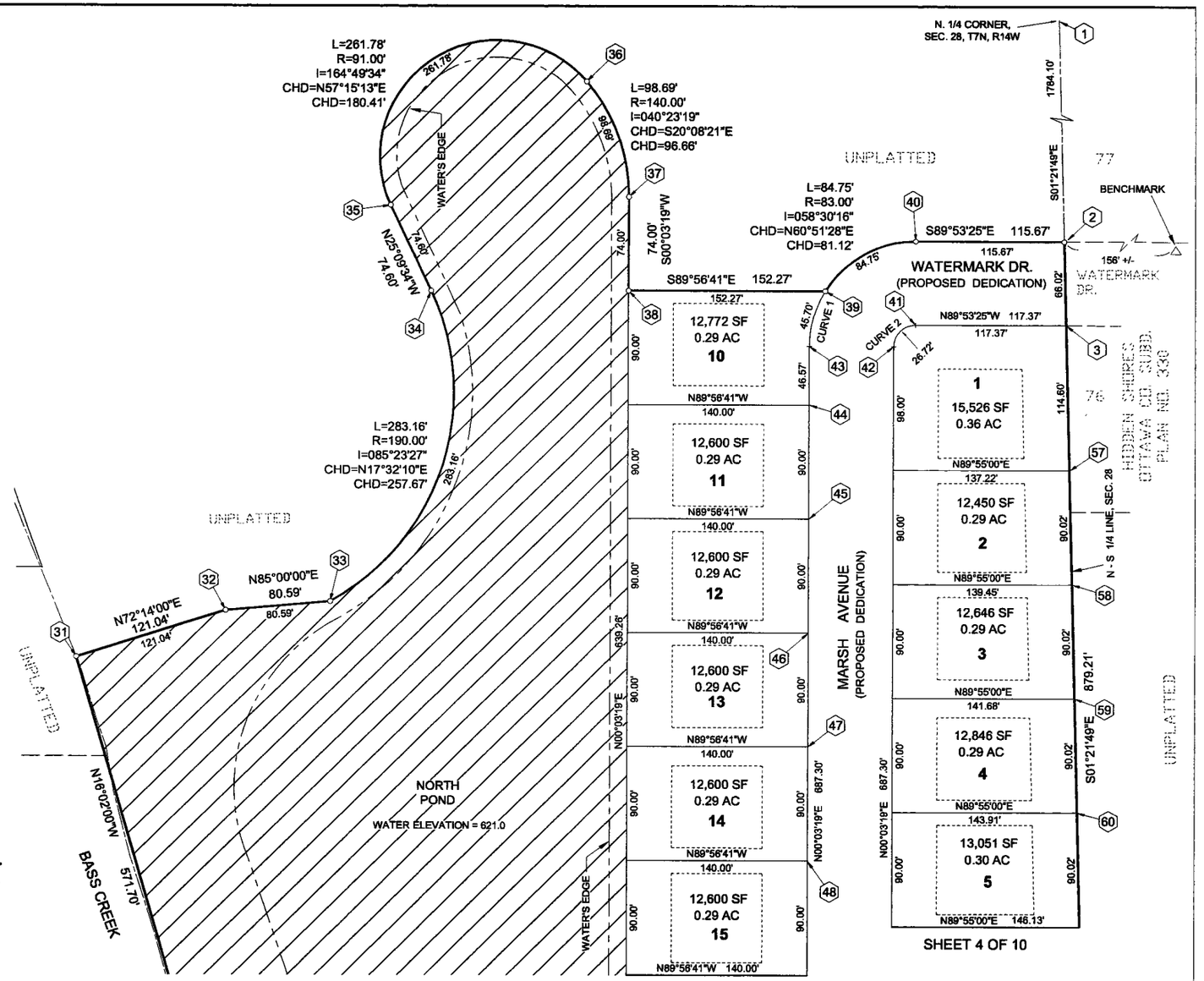

## LOCATION MAP

NOT TO SCALE

## DETAIL

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




## CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 45.70' | 83.00' | 31°33'01" | N15°49'49"E | 45.13' |
| C2 | 26.72' | 17.00' | 90°03'17" | N45°04'57"E | 24.05' |

0' 20' 40' 80'

SCALE: 1" = 40'

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

# SITE PLAN "A"
# HIDDEN SHORES WEST

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

## LEGEND

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

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 3

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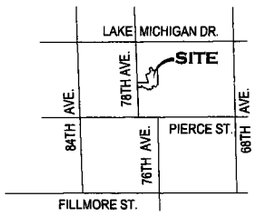
## CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C3 | 274.93' | 267.00' | 58°59'48" | N29°26'36"W | 262.94' |
| C4 | 342.89' | 333.00' | 58°59'48" | N29°26'36"W | 327.94' |
| C7 | 202.74' | 119.00' | 97°36'55" | N48°51'46"E | 179.10' |

## LEGEND

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

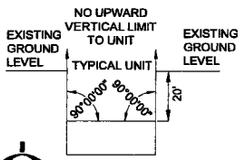



## LOCATION MAP

NOT TO SCALE

## DETAIL

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

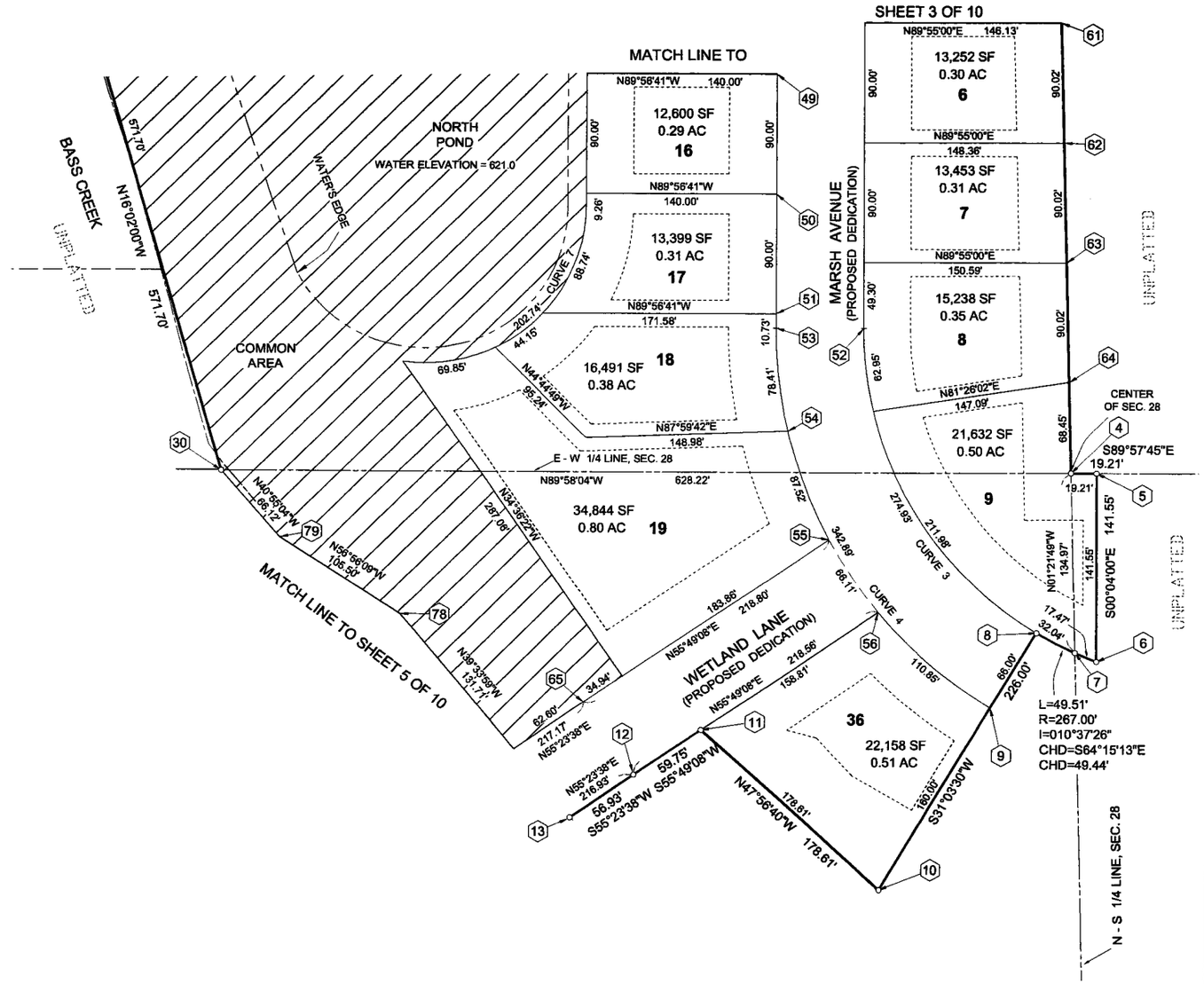



0' 20' 40' 80'

**SCALE: 1" = 40'**

## COORDINATE TABLE

| POINT # | NORTHING | EASTING |
|---|---|---|
| 4 | 17337.592 | 20063.371 |
| 5 | 17337.579 | 20062.577 |
| 6 | 17196.032 | 20082.742 |
| 7 | 17202.660 | 20066.583 |
| 8 | 17217.507 | 20038.213 |
| 9 | 17160.968 | 20004.163 |
| 10 | 17023.906 | 19921.617 |
| 11 | 17143.547 | 19789.001 |
| 12 | 17109.978 | 19739.572 |
| 13 | 17077.646 | 19692.714 |
| 30 | 17337.947 | 19435.152 |
| 49 | 17637.282 | 19843.145 |
| 50 | 17547.282 | 19843.059 |
| 51 | 17457.282 | 19842.972 |
| 52 | 17446.487 | 19908.962 |
| 53 | 17446.550 | 19842.962 |
| 54 | 17368.855 | 19852.076 |
| 55 | 17287.367 | 19883.299 |
| 56 | 17232.768 | 19920.378 |
| 61 | 17676.000 | 20055.317 |
| 62 | 17586.003 | 20057.459 |
| 63 | 17496.006 | 20059.601 |
| 64 | 17406.018 | 20061.743 |
| 65 | 17164.440 | 19702.290 |
| 78 | 17230.427 | 19566.871 |
| 79 | 17287.984 | 19478.457 |




STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 4

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

# SITE PLAN "B"
# HIDDEN SHORES WEST

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

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## CURVE TABLE

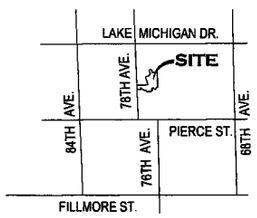
| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C5 | 322.26' | 333.00' | 55°26'51" | N62°19'48"W | 309.83' |
| C6 | 258.39' | 267.00' | 55°26'51" | N62°19'48"W | 248.42' |

## COORDINATE TABLE

| POINT TABLE | | |
|---|---|---|
| POINT # | NORTHING | EASTING |
| 13 | 17077.646 | 19692.714 |
| 14 | 16991.223 | 19752.347 |
| 15 | 16900.354 | 19620.655 |
| 16 | 16862.870 | 19566.332 |
| 17 | 16943.910 | 19510.413 |
| 18 | 16864.400 | 19395.183 |
| 19 | 16945.506 | 19339.219 |
| 20 | 17000.378 | 19234.569 |
| 30 | 17337.947 | 19435.152 |
| 66 | 17128.890 | 19650.769 |
| 67 | 16988.777 | 19561.022 |
| 68 | 17041.100 | 19523.538 |
| 69 | 17062.500 | 19508.772 |
| 70 | 17025.016 | 19454.449 |
| 71 | 17140.378 | 19234.437 |
| 72 | 17206.378 | 19234.376 |
| 76 | 17133.772 | 19293.716 |
| 77 | 17091.714 | 19388.371 |
| 80 | 17337.975 | 19385.405 |
| 81 | 17338.035 | 19279.373 |
| 82 | 17338.085 | 19189.845 |

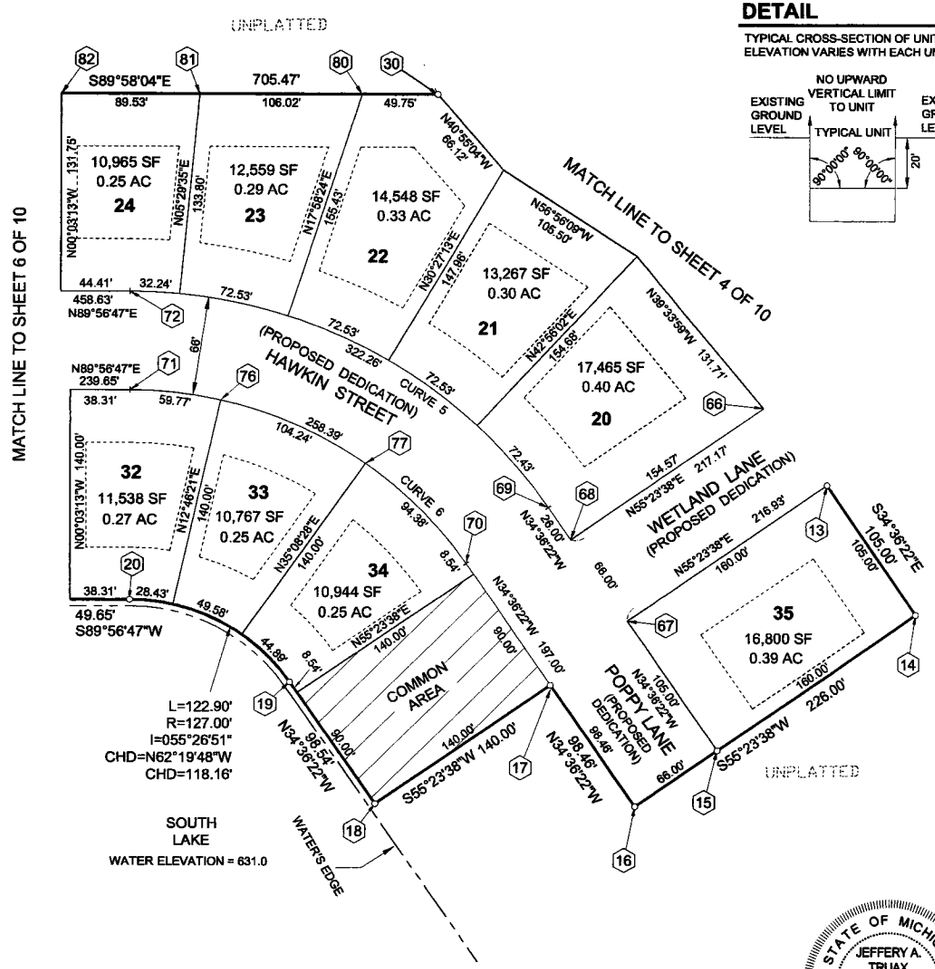
## LEGEND

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



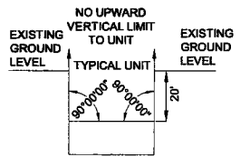

## LOCATION MAP

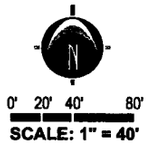
NOT TO SCALE




## DETAIL

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




### GENERAL NOTES

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

# SITE PLAN "C"
# HIDDEN SHORES WEST

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

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 5

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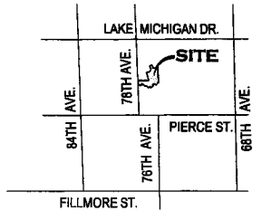
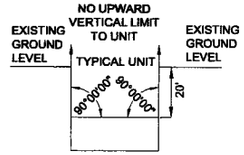



## LOCATION MAP

NOT TO SCALE

## DETAIL

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

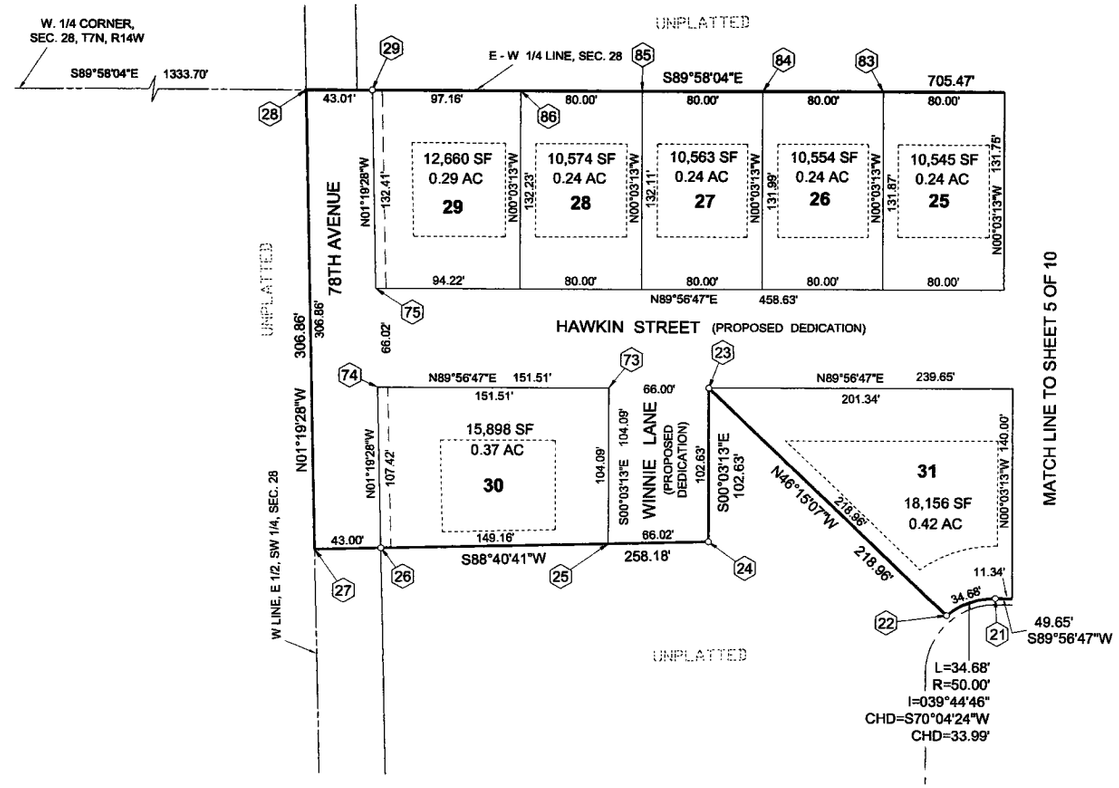



## LEGEND

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

## COORDINATE TABLE

| POINT # | NORTHING | EASTING |
|---|---|---|
| 21 | 17000.332 | 19184.917 |
| 22 | 16988.746 | 19152.958 |
| 23 | 17140.154 | 18994.785 |
| 24 | 17037.521 | 18994.882 |
| 25 | 17035.998 | 18928.883 |
| 26 | 17032.556 | 18779.757 |
| 27 | 17031.564 | 18736.769 |
| 28 | 17338.345 | 18729.677 |
| 29 | 17338.321 | 18772.689 |
| 73 | 17140.092 | 18928.785 |
| 74 | 17139.950 | 18777.275 |
| 75 | 17205.948 | 18775.749 |
| 83 | 17338.130 | 19109.845 |
| 84 | 17338.176 | 19029.845 |
| 85 | 17338.221 | 18949.845 |
| 86 | 17338.266 | 18869.845 |




0' 20' 40' 80'

SCALE: 1" = 40'

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

# SITE PLAN "D"
# HIDDEN SHORES WEST

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

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 6

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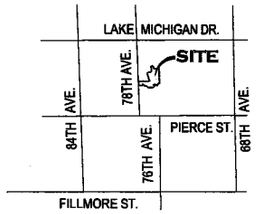



## LOCATION MAP

NOT TO SCALE

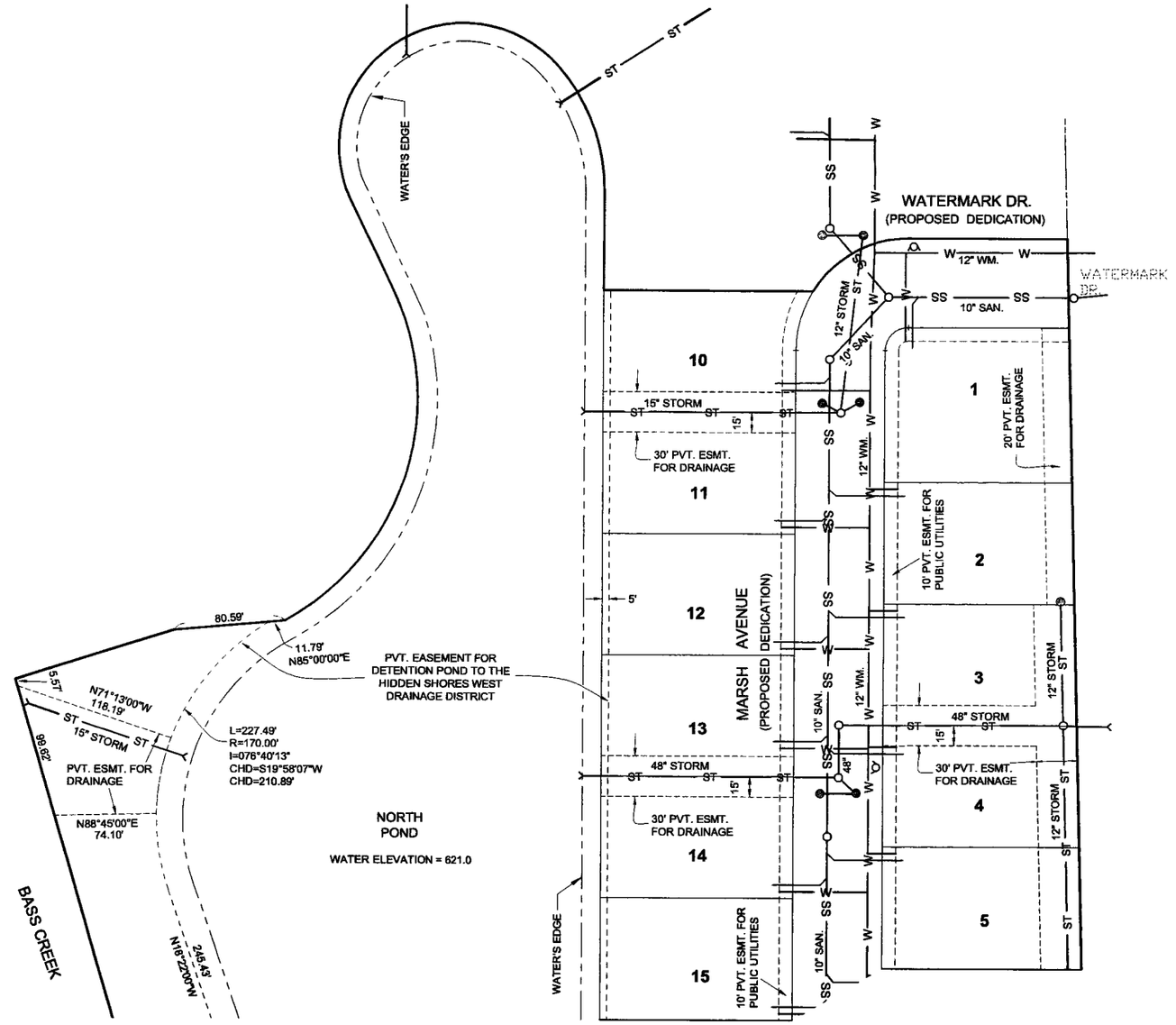
## LEGEND

- Hydrant
- Manhole
- Catch Basin

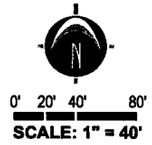
ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

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

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




MATCH LINE TO SHEET 8 OF 10




NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

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

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

## UTILITY NOTE

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

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 7

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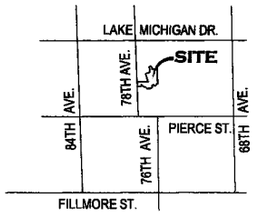



**LOCATION MAP**

NOT TO SCALE

## LEGEND

- Hydrant
- Manhole
- Catch Basin

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

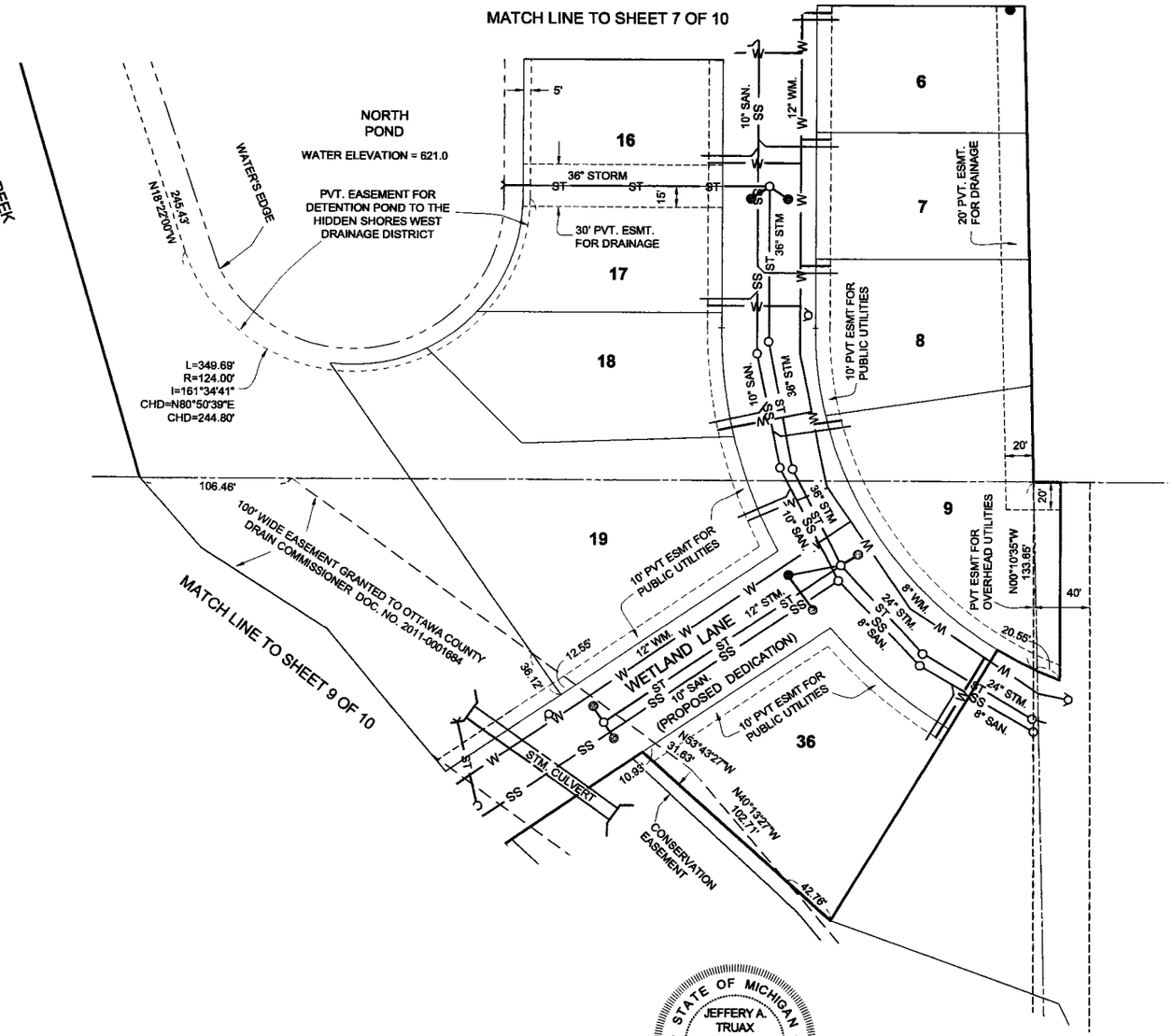
| | | |
|---|---|---|
| SS | = SANITARY SEWER | ALLENDALE TOWNSHIP |
| W | = WATERMAIN | ALLENDALE TOWNSHIP |
| ST | = STORM SEWER | ALLENDALE TOWNSHIP |

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

0' 20' 40' 80'

**SCALE: 1" = 40'**

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.




STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR NO. 55277
LICENSED PROFESSIONAL SURVEYOR

## UTILITY NOTE

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

PROPOSED DATED SEPTEMBER 13, 2016

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

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

SHEET NO. 8

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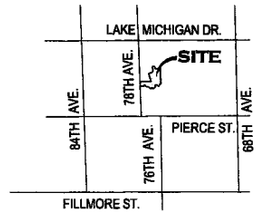



**LOCATION MAP**

NOT TO SCALE

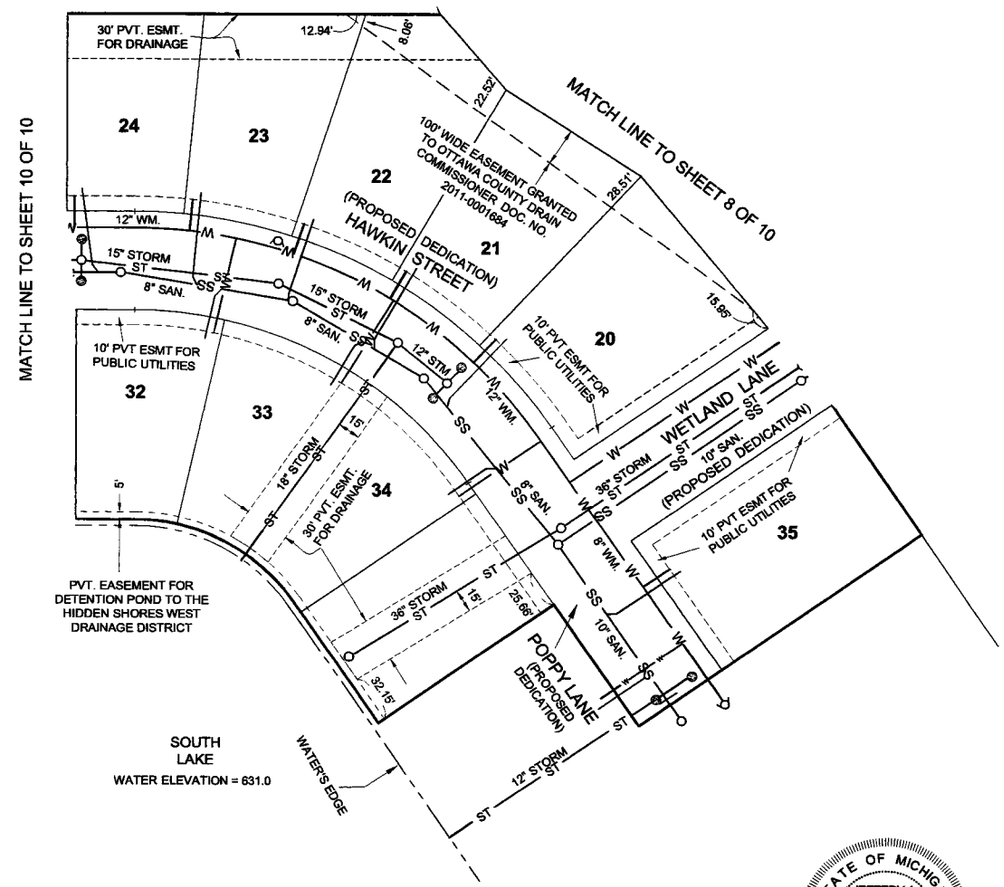
## LEGEND

- Hydrant
- Manhole
- Catch Basin

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

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

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




## UTILITY NOTE

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

0' 20' 40' 80'

**SCALE: 1" = 40'**

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR NO. 55277
LICENSED PROFESSIONAL SURVEYOR

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

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

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 9

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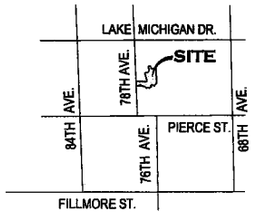



## LOCATION MAP

NOT TO SCALE

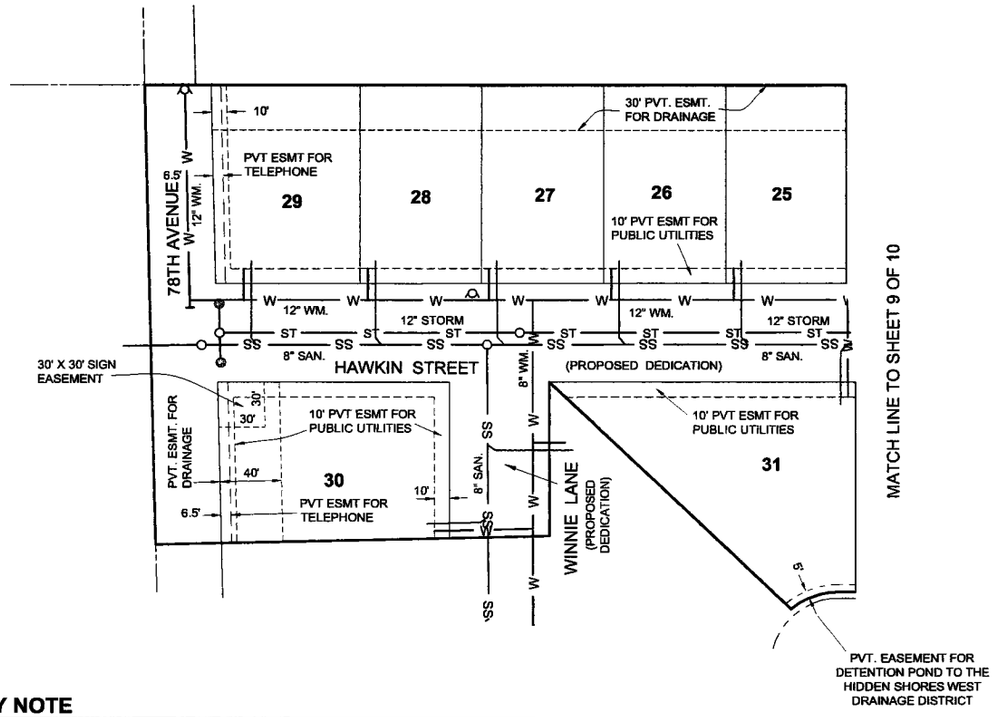
## LEGEND

- Hydrant
- Manhole
- Catch Basin

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

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

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




## UTILITY NOTE

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

0' 20' 40' 80'

**SCALE: 1" = 40'**

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

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

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

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 10

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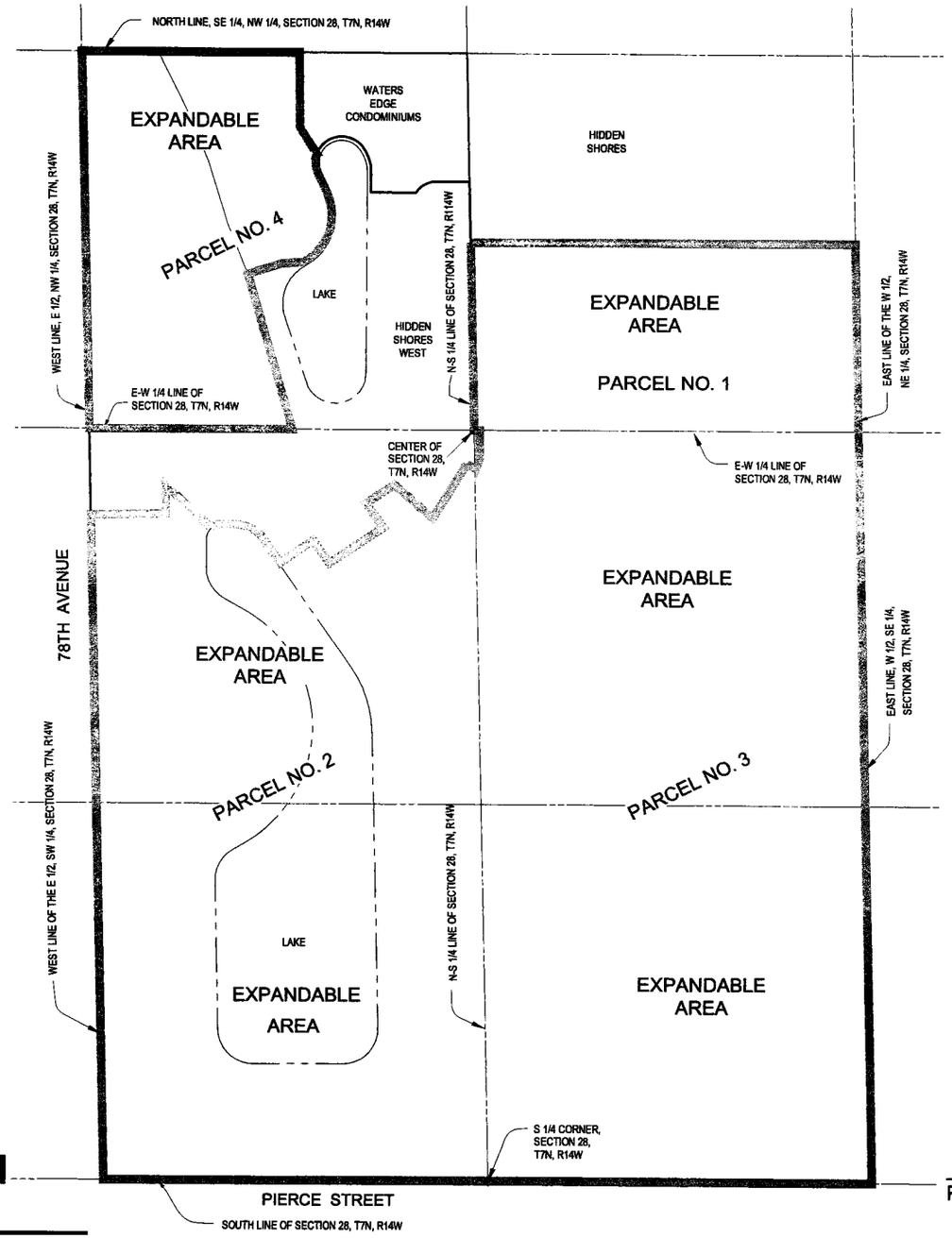


LEGAL DESCRIPTIONS OF EXPANDABLE AREA:

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

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

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

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

N

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

NOTE:
SEE SHEET NO. 5 FOR GENERAL NOTES.

# EXPANDABLE AREA PLAN
# HIDDEN SHORES WEST

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

STATE OF MICHIGAN
JEFFERY A. TRUAX
PROFESSIONAL SURVEYOR
NO. 55277
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED SEPTEMBER 13, 2016

SHEET NO. 11

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**EXHIBIT C**

**AFFIDAVIT OF MAILING**

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

1. She is employed by the law firm of Rhoades McKee and acts as a paralegal to Todd A. Hendricks, attorney for the developer of Hidden Shores West.

2. On July 29, 2016 notices were sent to all of the governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all agencies have subsequently been received.

Further affiant saith not.

Nikki Cushman

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

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

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

## EXHIBIT D TO MASTER DEED

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

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

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

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

MACATAWA BANK, a Michigan banking corporation

By: _____
Jeff Schrotenboer
Its: Vice President of Commercial Loans

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

_____
Becky VanDen Bosch
Notary Public, Ottawa County, Michigan
My Commission Expires: 11-18-2017

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

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

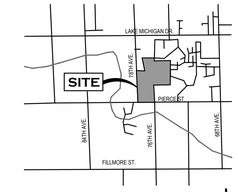
**EXHIBIT A TO MORTGAGEE'S CONSENT**
**TO SUBMISSION OF REAL PROPERTY**
**TO CONDOMINIUM OWNERSHIP**

**DESCRIPTION OF PROPERTY**
**HIDDEN SHORES WEST**

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

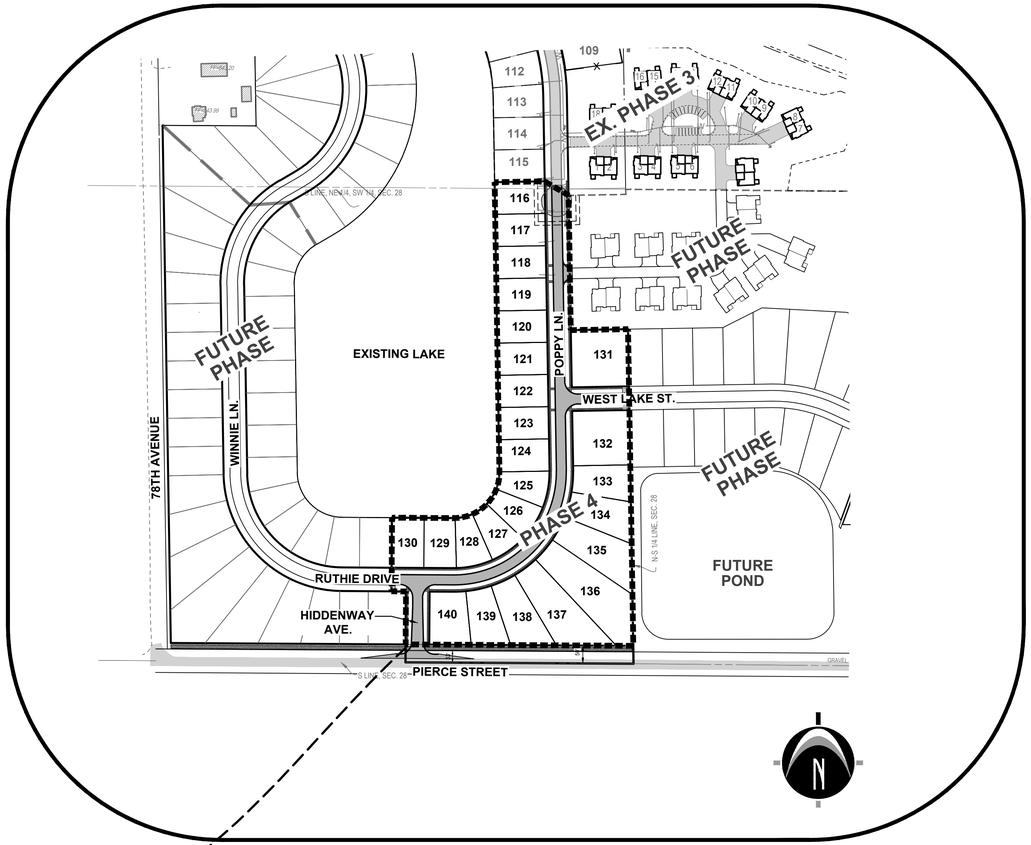
# HIDDEN SHORES WEST PHASE 4

## ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN



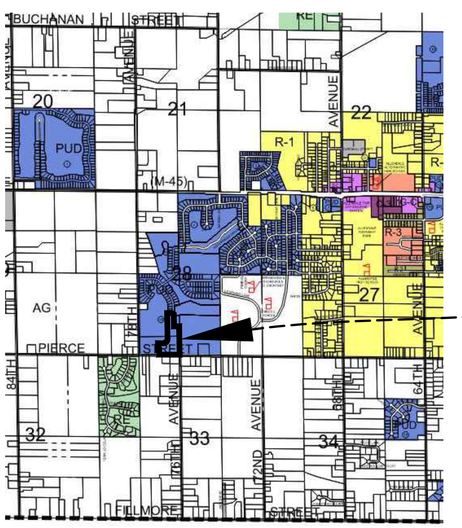

**LOCATION MAP**
NOT TO SCALE

## SITE PLAN




### UTILITY COMPANY CONTACTS

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




### SHEET INDEX


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



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Phone: 616.575.5190
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HOLLAND
INDIANAPOLIS


**PREPARED FOR:**

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

**REVISIONS:**

| | | |
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| Title: Preliminary Plan | | |
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| Title: OCWRC Review | | |
| Drawn: S. Keil | Checked: J. Barr | Date: 11/22/2022 |
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| Title: OCRC Review | | |
| Drawn: S. Keil | Checked: J. Barr | Date: 01/06/2023 |
| Title: Township Re-Submittal | | |
| Drawn: S. Keil | Checked: J. Barr | Date: 01/11/2023 |

**HIDDEN SHORES WEST PHASE 4**

**COVER SHEET**

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

**STAMP:**

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

**PROJECT NO:**
22200818

**SHEET NO:**
C-100

22200818-PREL1.dwg SK 1/11/2023 12:02



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## LEGAL DESCRIPTION - PHASE 4

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

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

Also subject to highway right-of-way for Pierce Street over the most Southerly 33 feet thereof.

## BENCHMARKS

BENCHMARK #100 ELEVATION ---------- 642.52 (NGVD29)
Railroad spike in south side of power pole located 46'± north of the centerline of Pierce Street and 625'± east of the centerline of 78th Avenue.

BENCHMARK #105 ELEVATION ---------- 638.70 (NGVD29)
Railroad spike in the east side of power pole located in the northwest quadrant of Pierce Street and 78th Avenue.

ORIGIN BASED ON "HIDDEN SHORES"

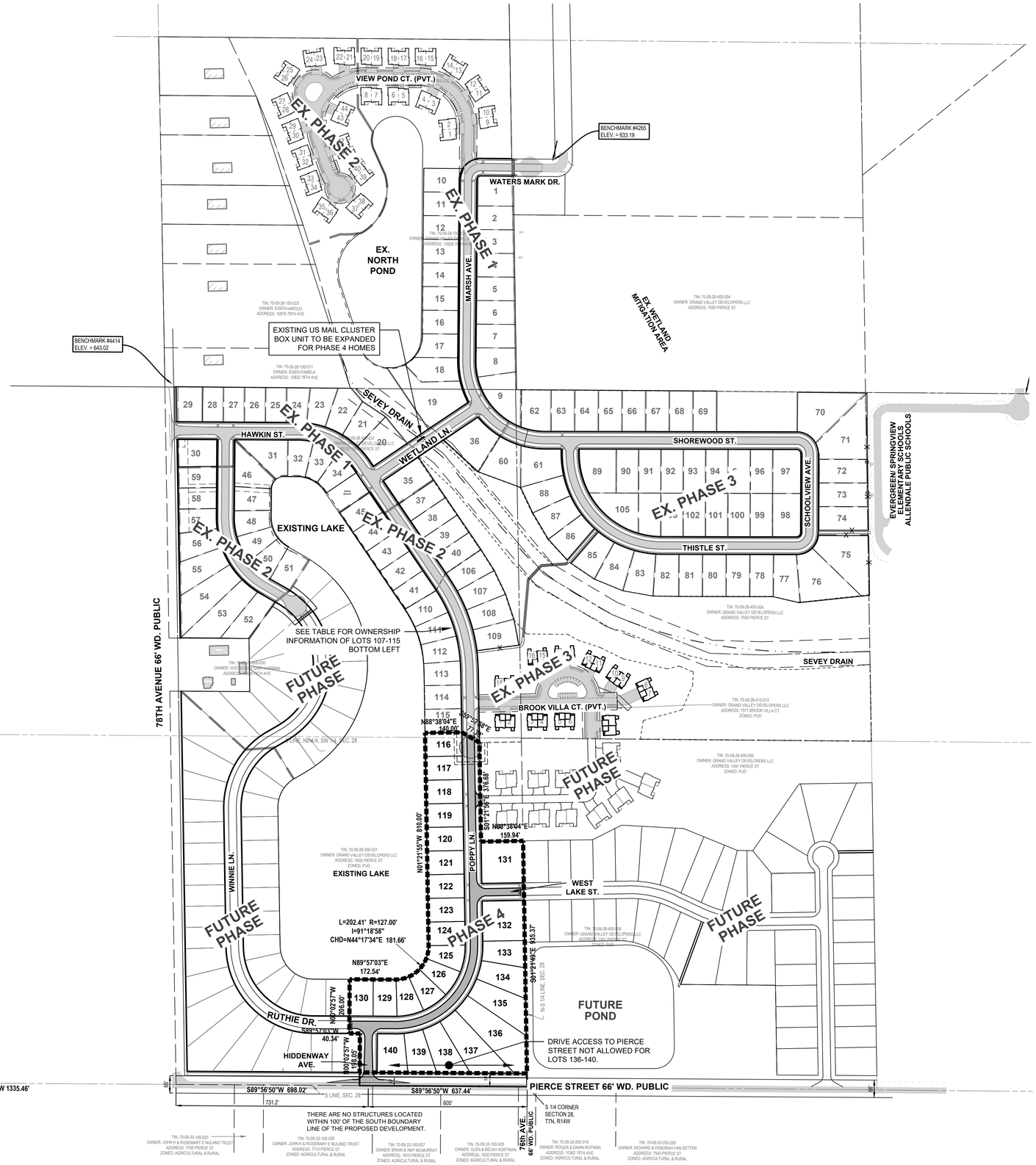
## SOIL TYPES

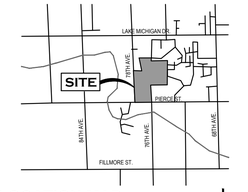
COLOMA LOAMY SAND, 0 - 6 PERCENT SLOPES = ±60%

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

OWNERSHIP TABLE:

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




**LOCATION MAP**
NOT TO SCALE

**LEGEND**

PROPOSED BITUMINOUS

PHASE BOUNDARY

N

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

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**PREPARED FOR:**

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**REVISIONS:**

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# HIDDEN SHORES WEST PHASE 4

## Overall Development Plan

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

**STAMP:**

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 6201041990
LICENSED PROFESSIONAL ENGINEER

EMAIL: JBARR@NEDERVELD.COM

**PROJECT NO:**
22200818

**SHEET NO:**
C-101

22200818-PREL1.dwg SK 1/11/2023 12:03



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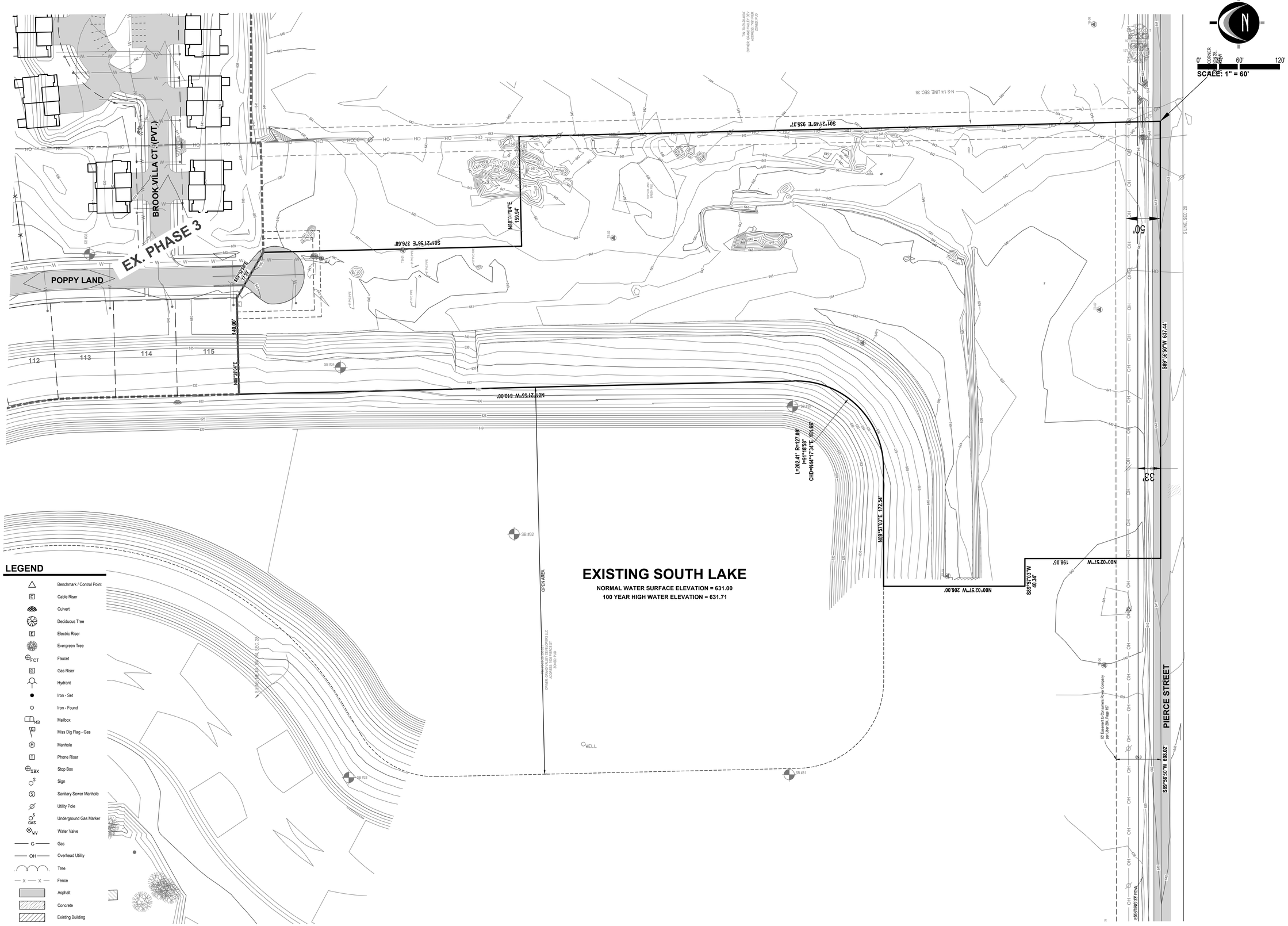


## LEGEND

- Benchmark / Control Point
- Cable Riser
- Culvert
- Deciduous Tree
- Electric Riser
- Evergreen Tree
- FCT Faucet
- Gas Riser
- Hydrant
- Iron - Set
- Iron - Found
- MB Mailbox
- Miss Dig Flag - Gas
- Manhole
- Phone Riser
- SBX Stop Box
- S Sign
- Sanitary Sewer Manhole
- Utility Pole
- S GAS Underground Gas Marker
- WV Water Valve
- G Gas
- OH Overhead Utility
- Tree
- X X Fence
- Asphalt
- Concrete
- Existing Building

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

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# HIDDEN SHORES WEST PHASE 4

## Existing Site Conditions Plan

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**STAMP:**

STATE OF MICHIGAN
ROGER JACK BARR II
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No. 6201041990
LICENSED PROFESSIONAL ENGINEER

EMAIL: JBARR@NEDERVELD.COM

**PROJECT NO:**
22200818

**SHEET NO:**
C-201

22200818-PREL1.dwg SK 1/11/2023 12:04



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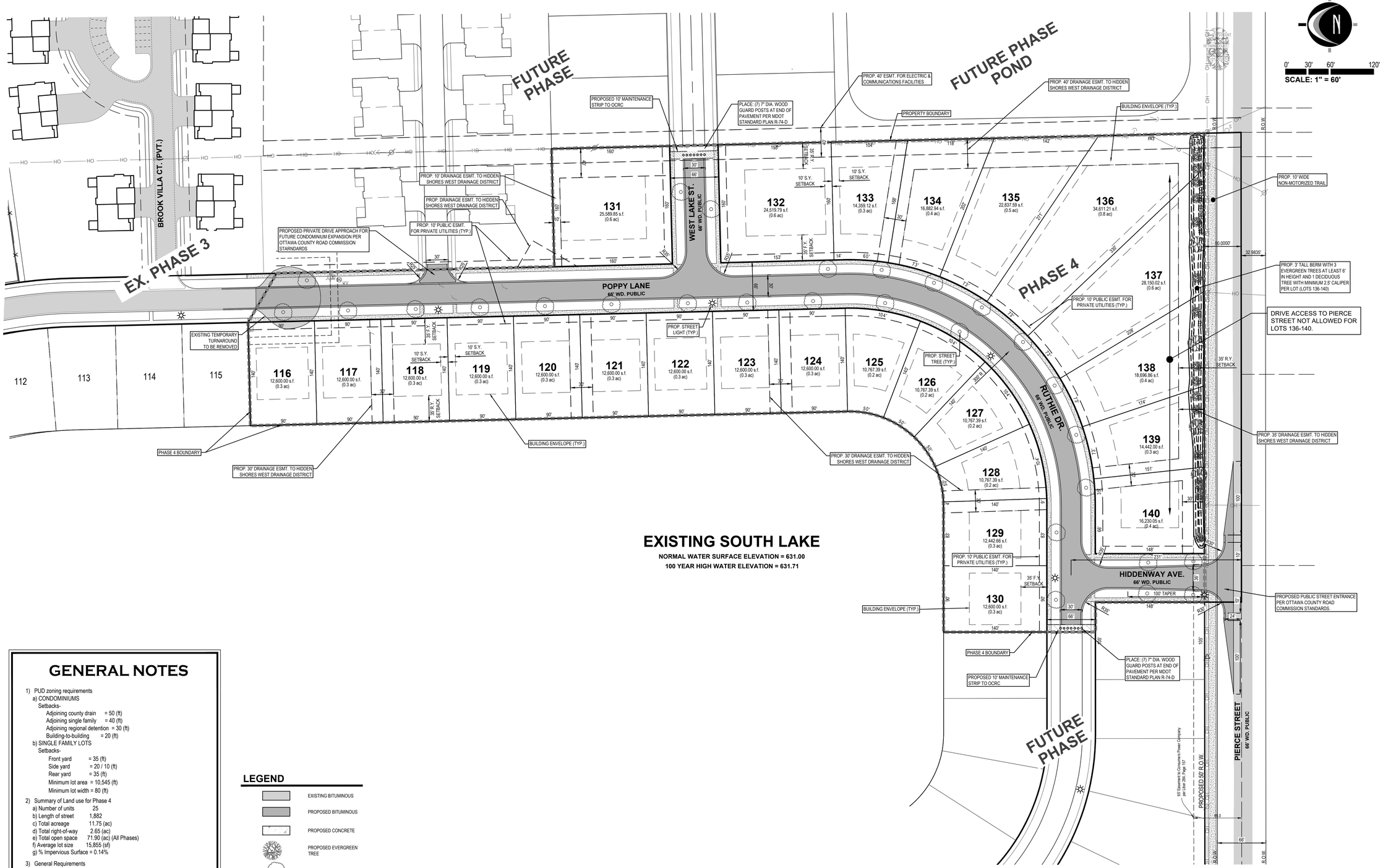


## EXISTING SOUTH LAKE

**NORMAL WATER SURFACE ELEVATION = 631.00**

**100 YEAR HIGH WATER ELEVATION = 631.71**

## GENERAL NOTES

1) PUD zoning requirements
   a) CONDOMINIUMS
      Setbacks-
      Adjoining county drain = 50 (ft)
      Adjoining single family = 40 (ft)
      Adjoining regional detention = 30 (ft)
      Building-to-building = 20 (ft)
   b) SINGLE FAMILY LOTS
      Setbacks-
      Front yard = 35 (ft)
      Side yard = 20 / 10 (ft)
      Rear yard = 35 (ft)
      Minimum lot area = 10,545 (ft)
      Minimum lot width = 80 (ft)
2) Summary of Land use for Phase 4
   a) Number of units 25
   b) Length of street 1,882
   c) Total acreage 11.75 (ac)
   d) Total right-of-way 2.65 (ac)
   e) Total open space 71.90 (ac) (All Phases)
   f) Average lot size 15,855 (sf)
   g) % Impervious Surface = 0.14%
3) General Requirements
   a) All lots are intended for single family use only
   b) All public streets will be constructed per OCRC standards
   c) All private streets will be constructed per Allendale standards
   d) This development will be serviced by public utilities - sanitary sewer, watermain, storm sewer, buried electric cable television, and natural gas
   e) Storm water will be collected and conveyed to the existing ponds and will discharge to Sevey County Drain
   f) The public roads will be provided with street trees, sidewalk and lights in accordance with OCRC and township ordinance requirements for plats. A permit must be obtained from the OCRC for trees planted within the ROW.
   g) There are no wetlands being impacted by the construction of Phase 4.

## LEGEND

- EXISTING BITUMINOUS
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE
- PROPOSED EVERGREEN TREE
- PROPOSED STREET TREE
- PROPOSED DECIDUOUS TREE
- PHASE 4 BOUNDARY

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| Drawn: S. Keil | Checked: J. Barr | Date: 01/06/2023 |
| Title: Township Re-Submittal | | |
| Drawn: S. Keil | Checked: J. Barr | Date: 01/11/2023 |

# HIDDEN SHORES WEST PHASE 4

## Site Layout Plan

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

**STAMP:**

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 6201041990
LICENSED PROFESSIONAL ENGINEER

EMAIL: JBARR@NEDERVELD.COM

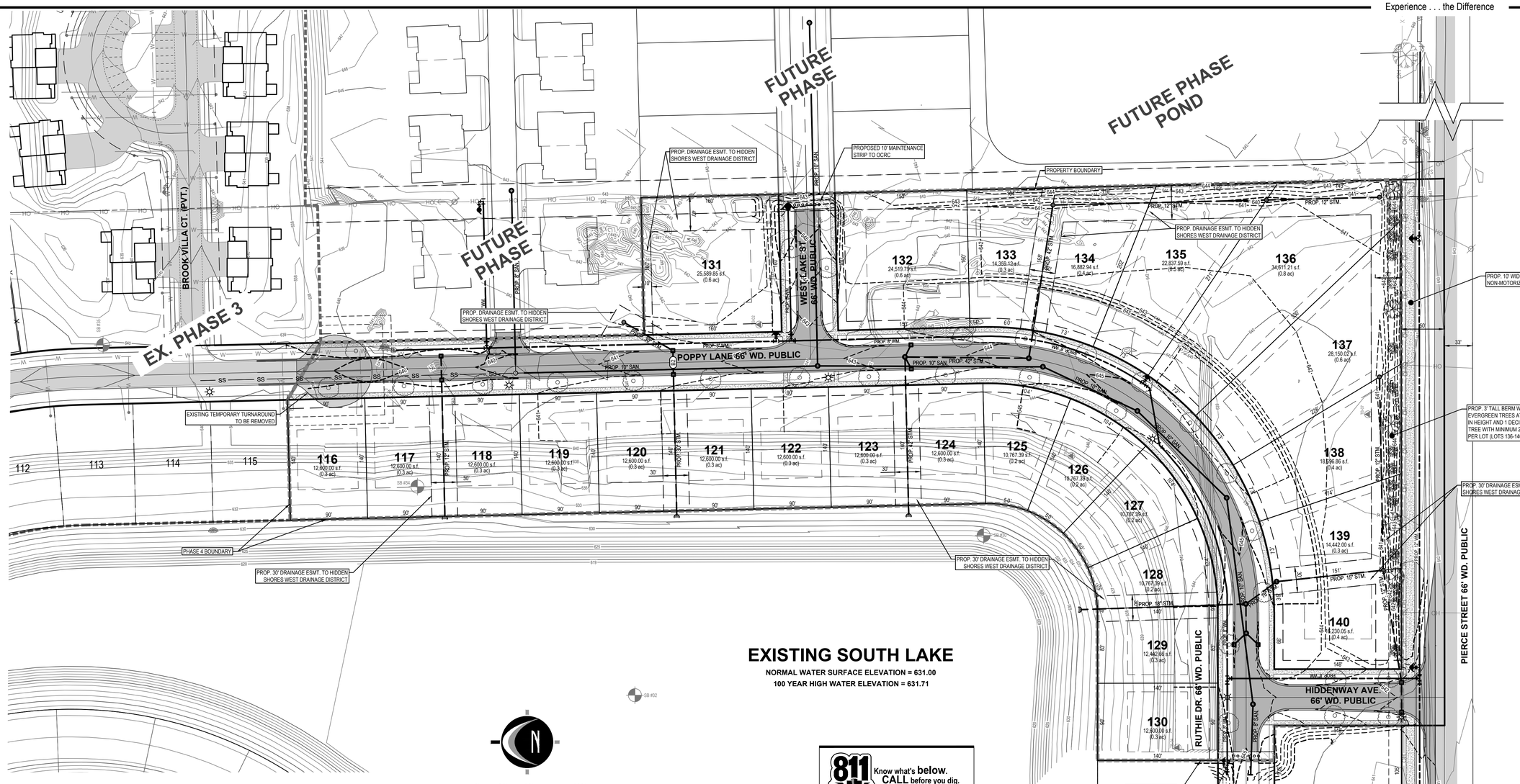
**PROJECT NO:** 22200818

**SHEET NO:** C-205

22200818-PREL1.dwg SK 1/11/2023 12:05



© 2023 Nederveld, Inc.


FUTURE PHASE
FUTURE PHASE POND
FUTURE PHASE
EX. PHASE 3
BROOK VILLA CT. (PVT.)
WEST LAKE ST. 66' WD. PUBLIC
POPPY LANE 66' WD. PUBLIC
RUTHIE DR. 66' WD. PUBLIC
HIDDENWAY AVE. 66' WD. PUBLIC
PIERCE STREET 66' WD. PUBLIC
78TH AVE.
PROP. DRAINAGE ESMT. TO HIDDEN SHORES WEST DRAINAGE DISTRICT
PROPOSED 10' MAINTENANCE STRIP TO OCRC
PROPERTY BOUNDARY
PROP. 10' WIDE NON-MOTORIZED TRAIL
PROP. 3' TALL BERM WITH 3 EVERGREEN TREES AT LEAST 6' IN HEIGHT AND 1 DECIDUOUS TREE WITH MINIMUM 2.5" CALIPER PER LOT (LOTS 136-140)
PROP. 30' DRAINAGE ESMT. TO HIDDEN SHORES WEST DRAINAGE DISTRICT
EXISTING TEMPORARY TURNAROUND TO BE REMOVED
PHASE 4 BOUNDARY
PROP. 10" SAN
PROP. 42" STM.
PROP. 12" STM.
PROP. 15" STM.
PROP. 18" STM.
PROP. 8" WM
PROP. 8" SAN
PROP. 30" STM.
PROP. 6" SAN
PROP. 10" SAN
PROP. 12" STM.
PROP. 8" STM.
PROP. 8" WM
PROP. 8" SAN
PROP. 8" WM
PROP. 8" SAN
PROP. 8" WM
PROP. 8" SAN

Fresh Coast Planning

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

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

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

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

# MEMORANDUM

To: Allendale Charter Township Planning Commission
From: Kevin Yeomans KLY
Date: January 30, 2023
Re: Centennial Farm Townhomes – Preliminary Review

---

In accordance with Article 20 – Special Land Use Permits and Article 24 – Site Plan Review of the Allendale Charter Township Zoning Ordinance (ACTZO), attached is an application from Pearline Centennial Farms LLC to construct a multi-family development on a 3.98-acre parcel. The proposed development will consist of six (6) buildings containing twenty-four (24) dwelling units in total. The project will have sixty (60) bedrooms for a density of approximately fifteen (15) bedrooms per acre. Parcel # 70-09-25-100-111 is a part of the Centennial Farm development at 5380 Lake Michigan Drive. It is zoned R-3 – Low Density Multiple Family Residential. Section 9.03.G of the ACTZO permits multi-family developments with less than twenty-five (25) dwellings units on a parcel less than four (4) acres as a Special Land Use requiring public water and sanitary sewer service.

## Preliminary Review Observations and Findings

Pursuant to your direction, the applicant has submitted the site plan for preliminary review prior to scheduling the proposed project for final review and public hearing. While the submission is for preliminary review, we conducted a comprehensive review related to the ACTZO to ensure the Applicant receives complete guidance early in the process. As you know, our notations within this memorandum are not composed of the traditional review format (i.e., any applicable review standards, suggested conditions, etc.) given the preliminary nature of the review. Based on this, we provide our ordinance findings and observations below.

Article 9 – R-3 Low Density Multiple Family Residential District

Per Section 9.03.G of the ACTZO, multi-family developments with less than twenty-five (25) dwellings must meet the requirements of Section 9.07.I. While the applicant has met the requirements of Section 9.07.I, subsection 5 of this section grants the Planning Commission the authority to require greater building setbacks if such setbacks will reduce the impact on adjacent single family uses. As currently proposed all buildings will be setback further than required.

For your convenience, a copy of subsection 9.07.I.5 of the ACTZO and the required setbacks per Section 9.05 of the ACTZO have been included below. We bring this to the attention of the Commission for review and determination.

> *Section 9.07.I.5*
>
> *"The Planning Commission shall have the authority to require greater building setbacks than the minimum required by this Section if such greater setbacks will reduce the impact of multifamily buildings on adjacent single family uses."*
>
> *Section 9.05*
>
> *Required Front Yard Setback: 40 feet*
> *Required Side Yard Setback: 20 feet*
> *Required Rear Yard Setback: 25 feet*

Section 24.06 – Site Plan Review – Standards for Approval

As part of our review, we directed the applicant to provide landscaping or buffering along the north and northeast lot lines in order to provide visual and sound privacy for dwelling units in buildings 1, 2, and 3. The applicant responded that they feel the design conforms to the landscape ordinance and the buffering required for Aldi's site plan is sufficient.

As you are aware, uses can change. If off-site improvements are applied to meet the requirements of a proposed project, then provisions of the Zoning Ordinance put in place to protect the health, safety, and general welfare of the public can be removed by a change in use of an off-site property. Requiring all improvements to be made on-site ensures that the public is protected against future changes in land use. In this case, by requiring landscaping, fencing, walls and/or buffering along the north and northeast property lines internal to the subject the property, if appropriate, ensures the dwelling units in buildings 1, 2, and 3 will be provided with reasonable visual and sound privacy regardless of any change in use of the surrounding properties.

Below is a copy of subsection 24.06.D.2 of the ACTZO which states a site plan shall provide reasonable visual and sound privacy for dwelling units on the proposed site. We bring this to the attention of the Commission for review and determination.

> *"D. Landscape and Buffering*
>
> *2. The site plan shall provide reasonable visual and sound privacy for adjacent dwelling units and for dwelling units on the proposed site. Fences and walls may be required by the Planning Commission, as appropriate to accomplish these purposes. The finished side of any wall or fence shall face adjacent properties."*

## Township Staff Reviews

*Fire Department*

All review comments provided by the Fire Department have been addressed.

*Township Public Utilities Department*

Superintendent Chad Doornbos provided comments to the applicant and is satisfied with the revised plan provided.

*Township Facilities Department*

The Facilities Department's has no comments for the project at this time.

## Public Hearing

As you are aware, special land use projects require a public hearing. Given this, the Planning Commission will need to schedule said hearing when deemed appropriate.

## Planning Commission Considerations

As the Planning Commission performs their preliminary review of this request, the following warrant your review and consideration:

- Has the applicant provided reasonable visual and sound privacy for dwelling units along the north and northeast of the proposed project.

The application has been scheduled for your preliminary review at your February 6, 2023 meeting. If you have any questions, please let us know.

KLY
Planner

Attachments

cc: Adam Elenbaas, Supervisor

# Allendale
CHARTER TOWNSHIP

*"Where community is more than just a concept!"*

## Planning Commission
## Application

Submission Date:_____

Application for Site Plan Review in conjunction with which of the following:

- ☐ Site Plan Review Only
- ☐ New PUD Development
- ☐ Rezoning
- ☐ Zoning Amendment (including PUD)
- ☑ Special Use Application
- ☐ Other:_____

| | | | |
|---|---|---|---|
| Property Owner: | Pearline Centennial Farms LLC Attn: Josh THurkettle | | |
| Mailing Address: | 10560 Creek Flat Court | | |
| Phone Number: | | Cell Phone: | (616) 844-8131 |
| Email Address: | joshthurkettle@gmail.com | Fax: | |
| Owner's Signature: | Jay Schipper | | |

| | | | |
|---|---|---|---|
| Applicant Name: (if not owner) | Fusion Properties, LLC Attn: Doug Gulker | | |
| Mailing Address: | 1826 Chicago Drive; Suite 100 | | |
| Phone Number: | 616-644-3000 | Cell Phone: | 616-719-3640 |
| Email Address: | dougg@fusionproperties.com | Fax: | |
| Applicant's Signature: | | | |

Who is the responsible party for future invoices? Check one: ☑ Property Owner ☐ Applicant

Architect, Engineer, Attorney or other professionals associated with the project (attach additional sheets if necessary):

| | | | |
|---|---|---|---|
| Contact: | Exxel Engineering, Inc. Attn: Todd Stuive | | |
| Mailing Address: | 5252 Clyde Park Avenue SW | | |
| Phone Number: | 616-531-3660 | Cell Phone: | |
| Email Address: | tstuive@exxelengineering.com | Fax: | |
| Address of Property: | 5380 Lake Michigan Drive | | |



6676 Lake Michigan Drive | P.O. Box 539 | Allendale MI 49401
Phone: 616-895-6295 Fax: 616-895-6670 or 616-895-6330
www.allendale-twp.org

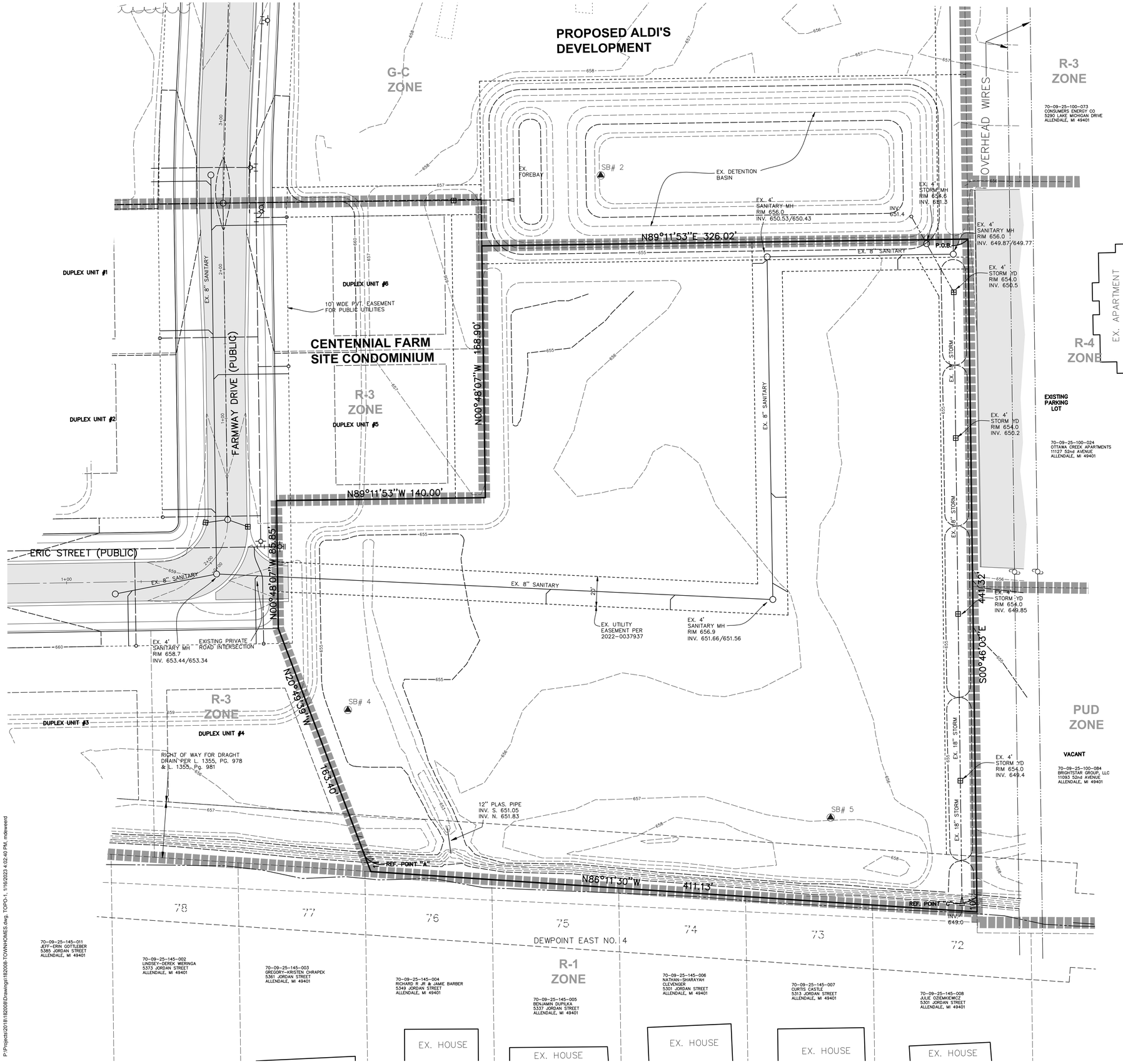
| | | | | | |
|---|---|---|---|---|---|
| Permanent Parcel Number: 70 - 09 - 25 - 100 - 111 | | | | | |
| Legal Description of Property (or attach to the application): See attached site plan | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Lot Area: | 3.98 | Lot Depth: | 450' +/- | Lot Width: | 450' +/- |
| Current Zoning of Parcel: | R-3 | Current Use of Parcel: | Vacant | | |
| Proposed Use of Parcel: | Prop. 24 unit Townhome Development | | | | |
| | | | | | |
| | | | | | |
| Name of Proposed Development (if applicable): | Centennial Farms Townhomes | | | | |
| Name of Proposed Buildings to be constructed: | N/A | | | | |
| Square feet of gross: | N/A | Square feet of usable floor area: | N/A | | |
| Number of Permanent Employees (if applicable): | N/A | | | | |

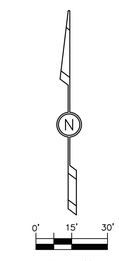
- Please include 5 sets of the proposed Site Plan and 1 electronic copy for staff review along with your application and escrow fee. (When ready for submission to the Planning Commission, smaller than typical plans are allowed when they can be easily interpreted and are to scale.)
- Please see Resolution 2011-2 for our full escrow fee policy. If you would like a copy of this policy it is available online or by request at the Township office.
- If your escrow is not kept up to date, according to our policy, the Township reserves the right to withhold approval of your project, issue a stop work order, or withhold final occupancy until the escrow balance is made current.

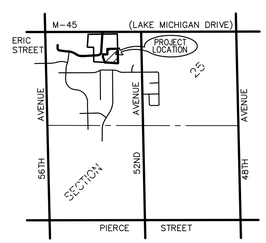
For Office Use Only

| | | | |
|---|---|---|---|
| Date Received: | | | |
| Amount Paid: | | Check No: | |
| Notes: | | | |

Description of Centennial Farms Townhouse Parcel:
Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 672.42 feet along the North line of said NW 1/4 to the East line of the West 1/2 of the NE 1/4 of said NW 1/4; thence S00°46'03"E 437.52 feet along said East line to the PLACE OF BEGINNING of this description; thence S00°46'03"E 441.32 feet along said East line to Reference Point "C"; thence S00°46'03"E 10 feet to the North line of Dewpoint East No. 4 (as recorded in Liber 39 of Plats, Pages 72-74) and the centerline of Ottawa Creek; thence meandering Westerly along said North line to its intersection with a line which bears S20°49'39"E from Reference Point "A" (Reference Point "A" is located N86°11'30"W 411.13 feet along an intermediate traverse line from aforementioned Reference Point "C"); thence N20°49'39"W 11 feet to Reference Point "A"; thence N20°49'39"W 163.40 feet to the Easterly line of Proposed Farmway Drive (a proposed public street); thence N00°48'07"W 85.85 feet along said Easterly line; thence N89°11'53"E 140.00 feet; thence N00°48'07"W 168.90 feet; thence N89°11'53"E 326.02 feet to the place of beginning. This parcel contains approximately 3.98 acres.




STATE OF MICHIGAN
Todd R. Stulve
License No. 6201038273
LICENSED PROFESSIONAL ENGINEER

# EXISTING CONDITIONS / SITE ANALYSIS PLAN

## CENTENNIAL FARM TOWN HOMES

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

PART OF THE NW 1/4, SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 01/16/23 | REV. PER TOWNSHIP | MDW |

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

| | | | |
|---|---|---|---|
| DRAWN BY: MDW | PROJ. ENG.: TRS | SHEET | |
| APPROVED BY: TRS | PROJ. SURV.: BMF | 1 of 4 | |
| FILE NO.: 182008E | DATE: 11/18/2022 | | |

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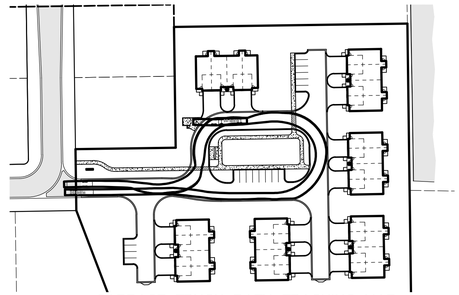


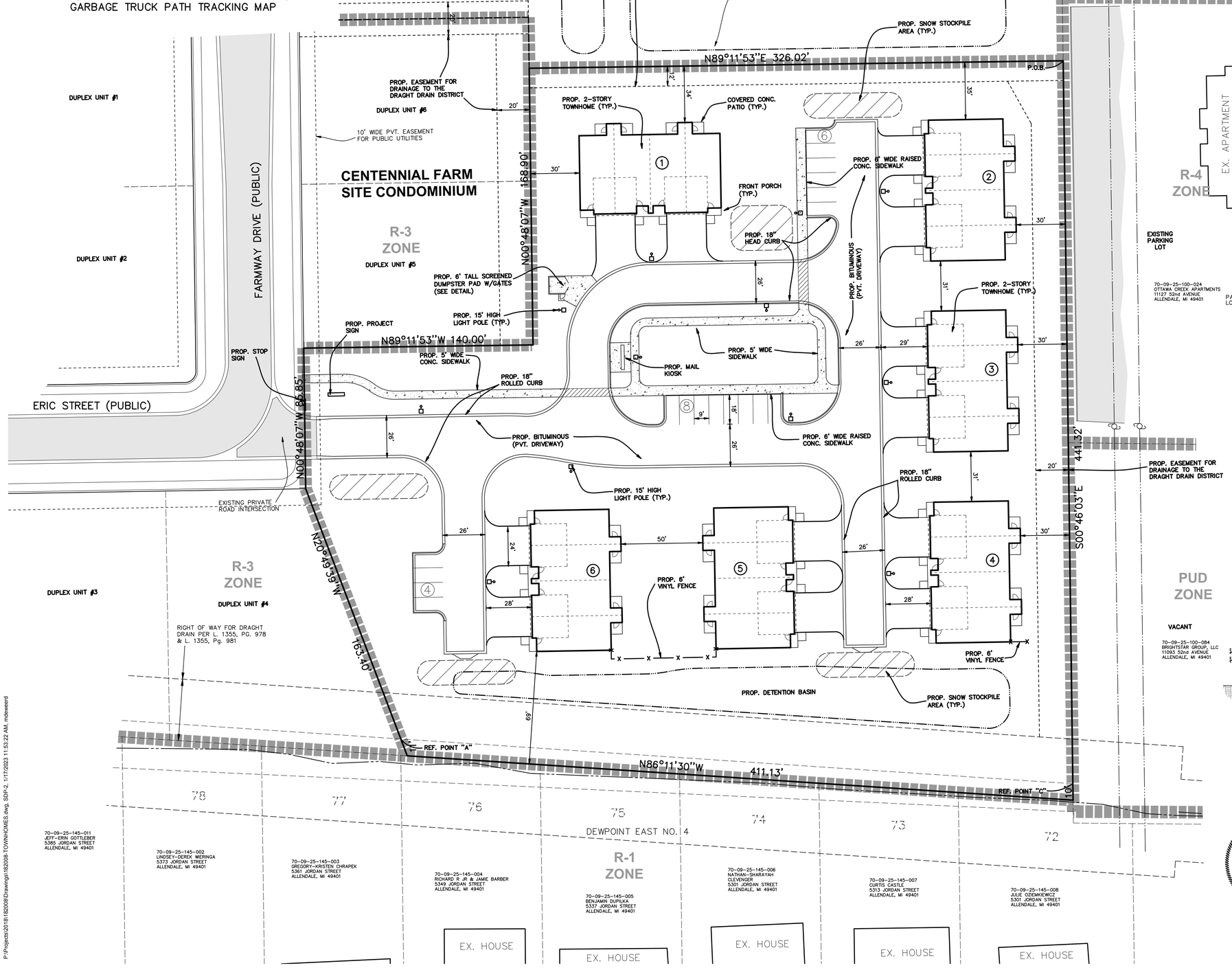


GENERAL NOTES

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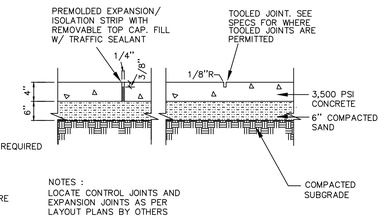
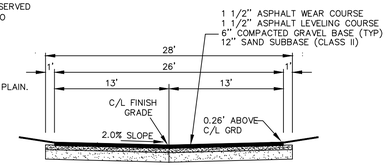
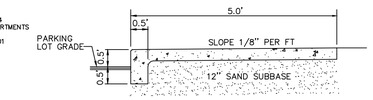
2. EXISTING ZONING: R-3
   (LOW DENSITY MULTIPLE FAMILY RESIDENTIAL)
3. STATISTICAL SUMMARY:
   A. NUMBER OF UNITS – 24
      2 BEDROOMS – 12 = 24 BEDROOMS
      3 BEDROOMS – 12 = 36 BEDROOMS
      TOTAL BEDROOMS = 60 BEDROOMS
   B. NET RESIDENTIAL AREA – 3.98 ACRES (173,137 S.FT.)
   C. LENGTH OF DRIVES – 410 L.F.
4. R-3 ZONING REQUIREMENTS:
   FRONT YARD SETBACK: 40' MIN.
   SIDE YARD SETBACK: 20' TOTAL (7' MIN.)
   SIDE YARD SETBACK CORNER LOT: STREET SIDE = 40' MIN., SIDE YARD OPPOSITE STREET = 7' REQUIRED
   REAR YARD SETBACK: 25' MIN.
   LOT WIDTH: 100' MIN.
   LOT AREA: 12,000 S.F.
   ALLOWED DENSITY AT 20 BEDROOMS/ACRE = 79 BEDROOMS
   PROPOSED DENSITY: 60 BEDROOMS / 3.98 AC. = 15.1 BEDROOMS/ACRE
5. PARKING REQUIREMENTS:
   PARKING SPACES REQUIRED = # OF BEDROOMS PLUS 10% EXTRA
   = 60 BEDROOMS + 6 = 66 SPACES REQUIRED
   PARKING SPACES PROVIDED = 24 PARKING SPACES IN GARAGES
   = 24 PARKING SPACES IN FRONT OF GARAGES
   = 18 PARKING SPACES OFF STREET PARKING
   = 66 TOTAL PARKING SPACES PROVIDED
6. PUBLIC UTILITIES: THE FRONT 10' ALONG THE PUBLIC ROW WILL BE RESERVED FOR POWER AND TELEPHONE LINES (AND OTHER APPROVED UTILITIES TO SERVICE THE SITE).
7. THIS PROJECT WILL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.
8. THE INTERNAL DRIVEWAYS ARE PRIVATE.
9. THIS PROJECT IS NOT INFLUENCED BY A REGULATED 100 YEAR FLOOD PLAIN.
10. ADJACENT PROPERTY TO THIS PROJECT IS ZONED: S. – R-1
    E. – PUD, R-4
    W. – R-3
    N. – G-C



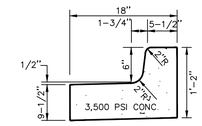

4" CONCRETE WALKWAY DETAIL



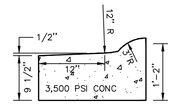

ROADWAY SECTION



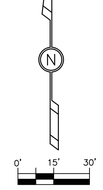

RAISED WALK DETAIL



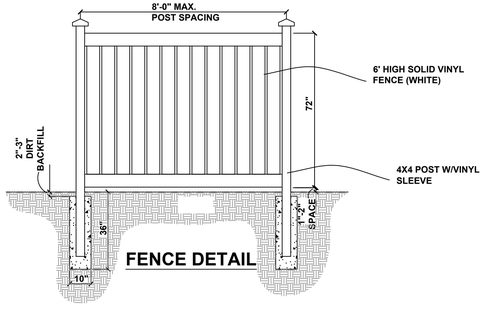

18" HEAD CURB DETAIL (PITCHED OUT)



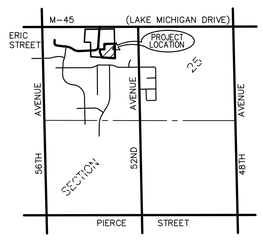

18" ROLLED CURB DETAIL (PITCHED OUT)




SCALE: 1"= 30'




FENCE DETAIL




STATE OF MICHIGAN
Todd R. Stuive
License No. 6201038273
LICENSED PROFESSIONAL ENGINEER

# SITE DEVELOPMENT PLAN

## CENTENNIAL FARM TOWN HOMES

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

PART OF THE NW 1/4, SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

| DATE | REVISION | BY |
|---|---|---|
| 01/16/23 | REV. PER TOWNSHIP | MDW |

DRAWN BY: MDW
APPROVED BY: TRS
FILE NO.: 18200BE
PROJ. ENG.: TRS
PROJ. SURV.: BMF
DATE: 11/18/2022

SHEET 2 of 4

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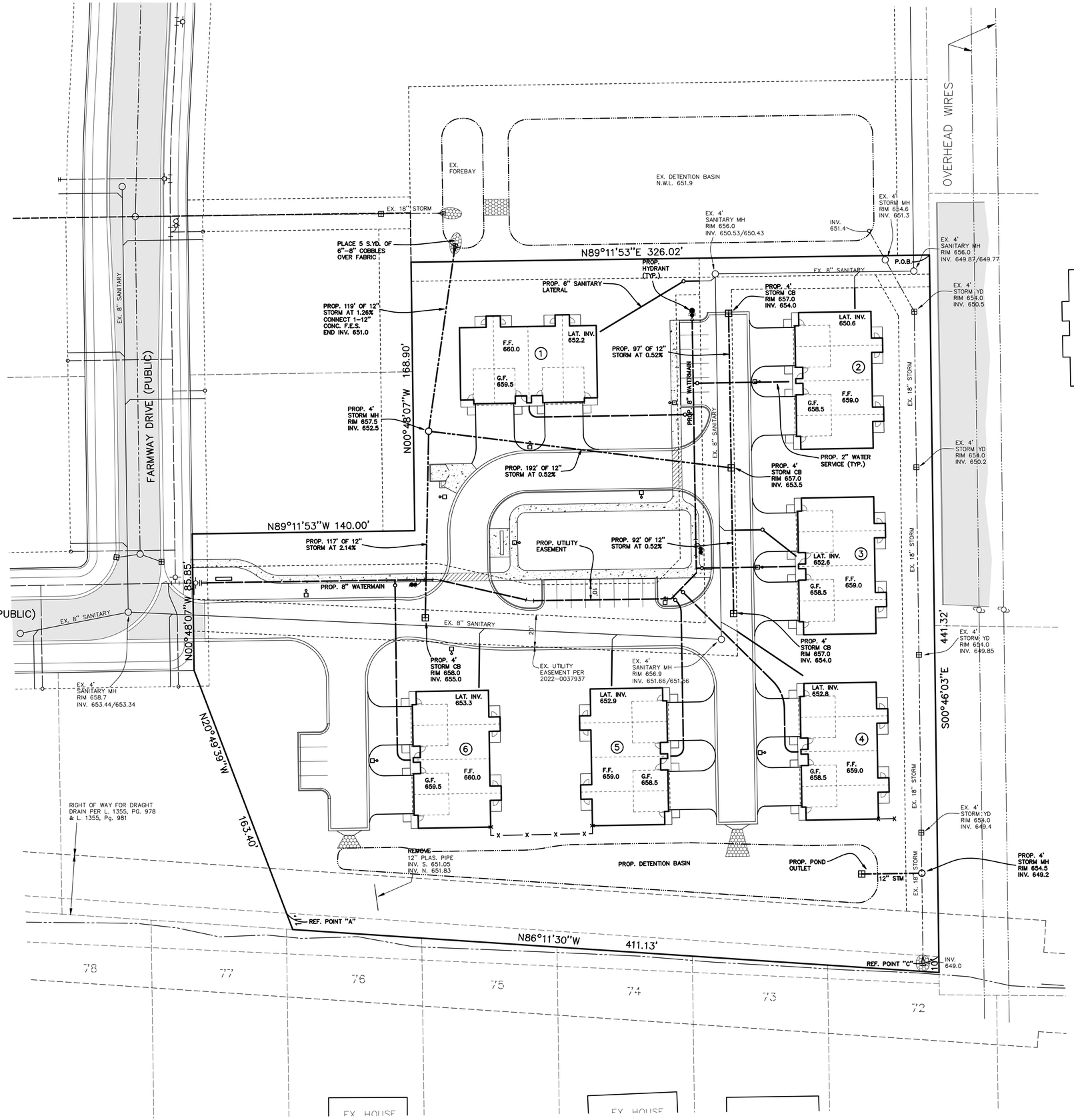



**GENERAL NOTES**

1. CONSTRUCTION OF SANITARY SEWER, WATERMAIN, STORM SEWER AND SIDEWALK IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CURRENT ALLENDALE CHARTER TOWNSHIP STANDARD CONSTRUCTION REQUIREMENTS.
2. AS-BUILT UTILITY LOCATIONS & EASEMENTS SHALL BE PROVIDED TO ALLENDALE CHARTER TOWNSHIP AND O.C.D.P.W.
3. A PRECONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.
4. ALL SIDEWALK IMMEDIATELY ADJACENT TO LOTS TO BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, UNLESS OTHERWISE NOTED. ALL SIDEWALK RAMPS AND SIDEWALK ALONG OPEN SPACE/PUBLIC FRONTAGES TO BE CONSTRUCTED BY THE DEVELOPER AS PART OF THE STREET CONSTRUCTION.
5. PROVIDE SIEVE ANALYSIS ON EXISTING SOILS TO DETERMINE IF THEY MEET CLASS II QUALIFICATIONS FOR BACKFILL.
6. ROADWAY & UTILITY FILL MATERIAL SHALL MEET CLASS II SPECIFICATIONS.
7. ALL SIDEWALK RAMPS SHALL BE COMPLIANT WITH CURRENT A.D.A. REGULATIONS AND REQUIREMENTS.

**WATERMAIN NOTES:**

1. ALL WATERMAIN FITTINGS, AND APPURTENANT STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND STANDARDS OF ALLENDALE CHARTER TOWNSHIP.
2. WATERMAIN PIPE SHALL BE DUCTILE IRON CLASS 52, CEMENT LINED, CONFORMING TO ANSI/AWWA C151/A.21.51 AND POLYWRAPPED IF CORROSIVE SOILS ARE ENCOUNTERED.
3. DEPTH OF WATERMAIN SHALL BE 5'-0" BELOW GRADE TO THE TOP OF THE PIPE. WATERMAIN SHALL BE BEDDED AND BACKFILLED WITH SAND COMPACTED TO 95% DENSITY. MAXIMUM DEPTH OF COVER SHALL BE 9'.
4. ONLY ALLENDALE CHARTER TOWNSHIP WATER AND SEWER PERSONNEL SHALL OPERATE EXISTING VALVES.
5. COORDINATE TAPS OF EXISTING WATERMAIN WITH ALLENDALE CHARTER TOWNSHIP WATER AND SEWER DEPARTMENT.
6. FIRE HYDRANTS, VALVES AND VALVE BOXES SHALL CONFORM TO ALLENDALE CHARTER TOWNSHIP STANDARDS, HYDRANTS SHALL BE EJIW 5BR. HYDRANT WEEP HOLES SHALL BE PLUGGED WHEN WATER MAIN IS BELOW THE WATER TABLE. HYDRANTS SHALL BE LOCATED 8.5' FROM THE R.O.W. INSTALL HYDRANT SO THE CENTER OF THE CAP NUT IS 27" ABOVE FINISHED GRADE. ADD LOCKING RUBBER RESTRAINT WHERE PERMITTED.
7. HYDRANTS AND VALVES SHALL OPEN RIGHT.
8. MEGA LUG RESTRAINTS SHALL BE USED AT ALL FITTINGS.
9. BRASS WEDGES SHALL BE INSTALLED AT ALL PIPE JOINTS.
10. INSTALL WATER SERVICES PERPENDICULAR TO WATER MAIN. PLACE CURB STOPS WITHIN THE EASEMENT OR R.O.W. AS SHOWN. PLACE AND MAINTAIN LOCATION MARKERS AT CURB STOPS.
11. CHLORINATE COMPLETED WATERMAINS. PERFORM PRESSURE TEST, AND BACTERIOLOGICAL TESTS OF COMPLETED MAIN. TESTS SHALL BE WITNESSED BY INSPECTORS. NOTIFY AGENCY AND INSPECTORS 48 HOURS PRIOR TO TESTING. NO CONNECTION TO EXISTING WATERMAIN WILL BE ALLOWED UNTIL AFTER ALL PROP. WATERMAIN TESTING IS COMPLETED & APPROVED BY ALLENDALE CHARTER TOWNSHIP.
12. JOINT DEFLECTIONS SHALL NOT EXCEED THE VALUES FOUND IN THE TOWNSHIP SCR IN SECTION 3.02.B.6 OR AS RECOMMENDED BY PIPE MANUFACTURER.
13. MARK END OF SERVICE PIPE PER ALLENDALE CHARTER TOWNSHIP STANDARDS.
14. RECORD LOCATION OF SERVICE CONNECTION MEASURED FROM THE NEAREST VALVE TO SERVICE CONNECTION. SUBMIT RECORDS TO ENGINEER FOR AS BUILT DRAWINGS, PRIOR TO FINAL PAYMENT.
15. WATER SERVICES SHALL BE 1" DIA. TYPE K COPPER, ANNEALED, SEAMLESS, ASTM B-88.
16. ALL WATER SERVICES SHALL BE LOCATED 10' FROM THE LEFT LOT LINE WHEN FACING THE LOT.
17. CONTRACTOR IS RESPONSIBLE TO PROVIDE TWO (2) WITNESS MEASUREMENTS FROM PERMANENT SURFACE OBJECTS FOR ALL CURB STOP BOXES, VALUE BOXES AND ENDS OF STUBS.

**SANITARY NOTES:**

1. ALL SANITARY SEWER AND APPURTENANT STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND STANDARDS OF THE SPECIFICATION OF ALLENDALE CHARTER TOWNSHIP.
2. SEWER MAIN PIPE BETWEEN 0'-19' SHALL BE SDR-35 PVC. SEWER MAIN PIPE GREATER THAN 19' DEEP SHALL BE ASTM D-2241 SDR-26 PVC. SANITARY SEWER AND LATERALS SHALL BE BEDDED AND BACKFILLED WITH SAND COMPACTED TO 95%.
3. SANITARY SEWER MANHOLES SHALL BE WET CAST CONCRETE CONFORMING TO ASTM C-478 WITH BUTYL RUBBER GASKETED JOINTS, AND BOOT TYPE PIPE JOINTS CONFORMING TO ASTM C-923. CASTINGS SHALL BE ALLENDALE CHARTER TOWNSHIP STANDARD INCLUDING; CASE I IN PAVEMENT AREAS AND CASE II IN NON-PAVEMENT AREAS.
4. INSTALL AND MAINTAIN PLUGS IN MANHOLES TO PREVENT DEBRIS AND WATER FROM ENTERING EXISTING DOWNSTREAM SEWERS. PLUGS SHALL BE MAINTAINED UNTIL THE NEW SEWER IS INSPECTED & APPROVED BY ALLENDALE CHARTER TOWNSHIP.
5. PERFORM LOW PRESSURE AIR TEST OF COMPLETED SEWER MAIN. PERFORM CCTV PER SPEC. OF SEWER MAIN 30 DAYS AFTER COMPLETION. TESTS SHALL BE WITNESSED BY INSPECTORS. NOTIFY AGENCIES AND INSPECTORS 48 HOURS PRIOR TO TESTING. TELEVISING SHALL BE PREFORMED AT THE COMPLETION OF SEWER CONSTRUCTION AND VIDEO FILES SHALL BE SUBMITTED TO THE TOWNSHIP.
6. INSTALL 6" SANITARY SEWER LATERAL AT 2% MIN. LATERALS SHALL BE SDR-35 OR SDR-26 AND BE LAID PERPENDICULAR TO THE MAINLINE SEWER. MARK END OF PIPE AND RECORD PER ALLENDALE CHARTER TOWNSHIP STANDARDS AND MEASURE HORIZONTAL LENGTH OF LATERAL FROM MAINLINE SEWER TO LATERAL END. SANITARY LATERALS SHALL BE BEDDED & BACKFILLED WITH MDOT CLASS 2 SAND.
7. RECORD LOCATION OF SEWER WYE MEASURED FROM THE NEAREST DOWN STREAM SANITARY MH. SUBMIT RECORDS TO OWNER'S ENGINEER FOR AS BUILT DRAWINGS PRIOR TO FINAL PAYMENT.
8. PROPERTY LINE RISERS SHALL BE CONSTRUCTED ON ALL SANITARY LATERALS PER ALLENDALE CHARTER TOWNSHIP STANDARD DETAIL. LATERALS CONSTRUCTED BEYOND THE R.O.W. SHALL BE PER BUILDING CODE SPECIFICATION.
9. AIR TESTING MAY NOT BE COMPLETED UNTIL ALL PRIVATE UTILITIES HAVE BEEN INSTALLED.
10. ALL SANITARY LATERALS SHALL BE LOCATED 15' FROM THE LEFT LOT LINE WHEN FACING THE LOT.
11. CONTRACTOR IS RESPONSIBLE TO PROVIDE TWO (2) WITNESS MEASUREMENTS FROM PERMANENT SURFACE OBJECTS FOR ALL ENDS OF STUBS AND LATERALS.

GENERAL STORM SEWER NOTES

CATCH BASINS

1. ALL 4' DIA. CATCH BASINS (CB) WITHIN PARKING LOT AREAS SHALL HAVE 2' SUMPS AND USE EJ #5105 CASTING.

MATERIAL TYPE

1. ALL STORM LABELED "STORM SEWER" SHALL BE SMOOTH-LINED CORRUGATED PLASTIC PIPE (SLCPP), (ADS N-12, HANCOR Hi-Q OR APPROVED EQUAL)
2. ALL STORM LABELED "STORM SEWER" SHALL BE (C-76-III)

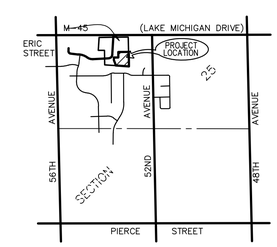
OTHER

1. ALL 12" (SLCPP) PIPE SHALL HAVE A SILT TIGHT, SURE-LOCK TYPE COUPLER.
2. ALL MANHOLES SHALL HAVE NO SUMP UNLESS OTHERWISE NOTED AND SHALL USE EJ #1120 CASTING WITH TYPE B COVER.

N

0' 15' 30'

SCALE: 1"= 30'




STATE OF MICHIGAN
Todd R. Stuive
License No. 6201038273
LICENSED PROFESSIONAL ENGINEER

# SITE UTILITY PLAN

## CENTENNIAL FARM TOWN HOMES

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

PART OF THE NW 1/4, SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 01/16/23 | REV. PER TOWNSHIP | MDW |


exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com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| DRAWN BY: MDW | PROJ. ENG.: TRS | SHEET | |
| APPROVED BY: TRS | PROJ. SURV.: BMF | 3 of 4 | |
| FILE NO.: 182008E | DATE: 11/18/2022 | | |

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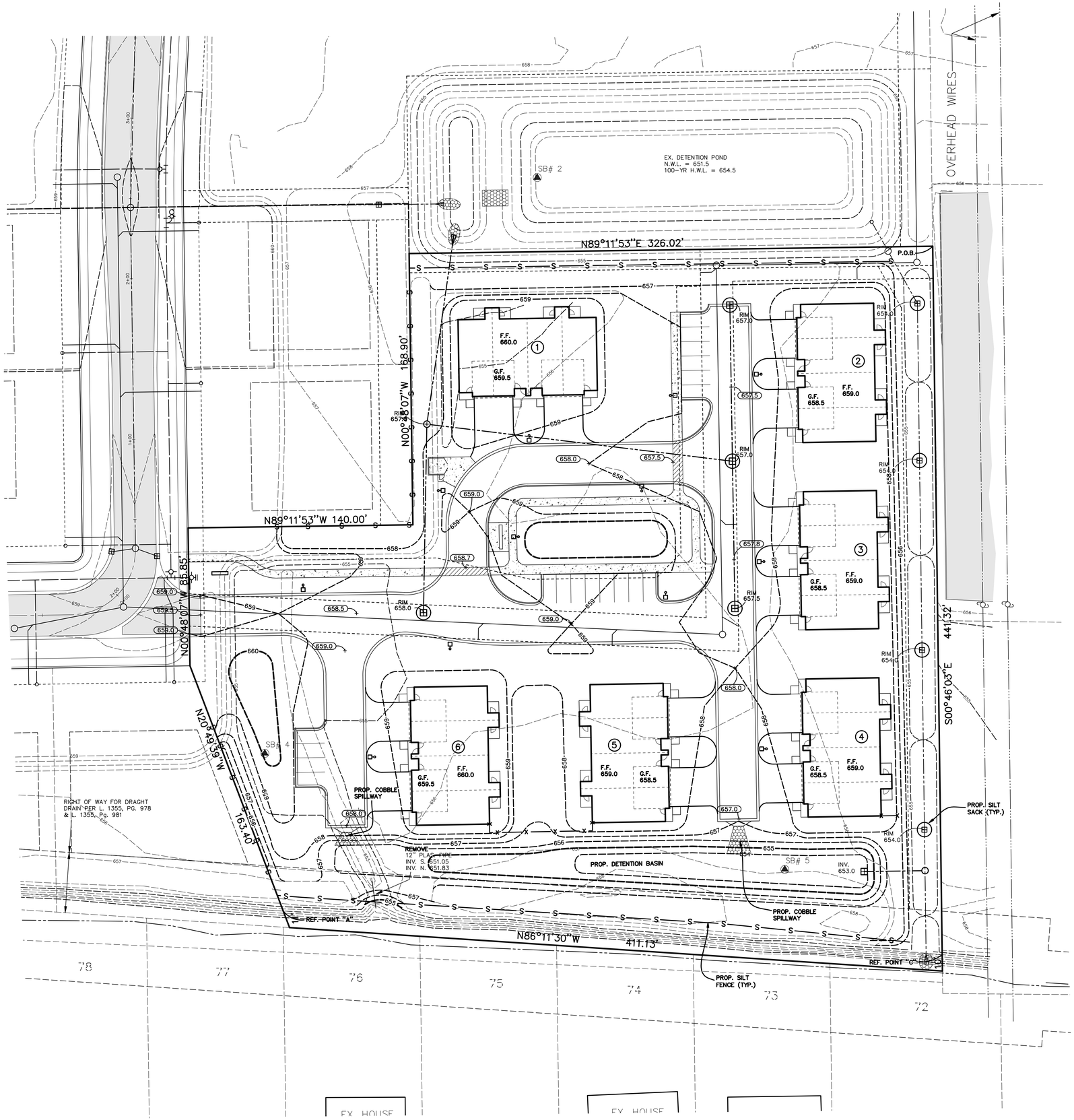
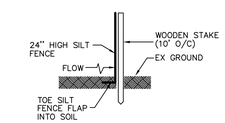
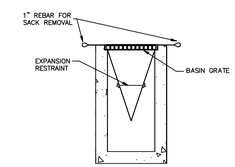



**SOIL EROSION CONTROL NOTES:**

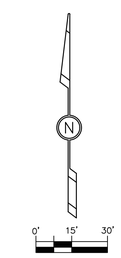
1. TOTAL AREA OF DISTURBANCE = 3.6 ACRES
2. THE OWNER SHALL OBTAIN THE SOIL EROSION CONTROL PERMIT. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SOIL EROSION CONTROL PERMIT.
3. ALL SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION AND MAINTAINED, AS NECESSARY, UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
4. ALL DISTURBED NON-PAVED AREAS SHALL BE PERMANENTLY STABILIZED WITH AT LEAST 4" OF TOPSOIL AND BE SEEDED.
5. THE CONSTRUCTION ENTRANCE IS OFF ERIC STREET. PREVENT TRACKING SOIL OFF-SITE. IF TRACKING OCCURS, SWEEP SOIL IMMEDIATELY.
6. INSPECT AND MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS DAILY AND AFTER EACH SIGNIFICANT RAINFALL EVENT.
7. PLACE SILT SACKS ON CATCH BASINS AFFECTED BY SITE CONSTRUCTION AND REMOVE WHEN SITE IS STABILIZED. INSTALL SILT SACKS PER MANUFACTURERS RECOMMENDATIONS.
8. CLEAN OUT CATCH BASIN SUMPS AND RETENTION BASIN AREAS UPON PROJECT COMPLETION.
9. PLACE SILT FENCE AS SHOWN ON PLAN AND PER DETAIL AND ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
10. SILT FENCE IS REQUIRED ALONG ALL DOWNSTREAM EDGES OF THE GRADING LIMITS AND/OR PROPERTY LINES AND MUST REMAIN IN PLACE UNTIL ALL VEGETATION IS UNIFORMLY RE-ESTABLISHED. THE SILT FENCE MUST BE TOED IN A MINIMUM OF 6" ALONG ITS BASE.
11. THE MAINTENANCE NECESSARY FOR THE PERMANENT SOIL EROSION CONTROL MEASURES IS THE RESPONSIBILITY OF THE OWNER.
12. THE SOILS ON THE SITE ARE SAND AND CLAY BASED ON THE SOIL BORINGS.



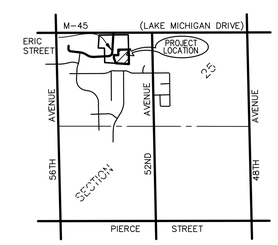

SILT FENCE DETAIL




SILT SACK DETAIL




SCALE: 1"= 30'




STATE OF MICHIGAN
Todd R. Stuive
License No. 6201038273
LICENSED PROFESSIONAL ENGINEER

# SITE GRADING PLAN

## CENTENNIAL FARM TOWN HOMES

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

PART OF THE NW 1/4, SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|
| 01/16/23 | REV. PER TOWNSHIP | . |

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| DRAWN BY: MDW | PROJ. ENG.: TRS | SHEET |
| APPROVED BY: TRS | PROJ. SURV.: BMF | 4 of 4 |
| FILE NO.: 182008E | DATE: 11/18/2022 | |

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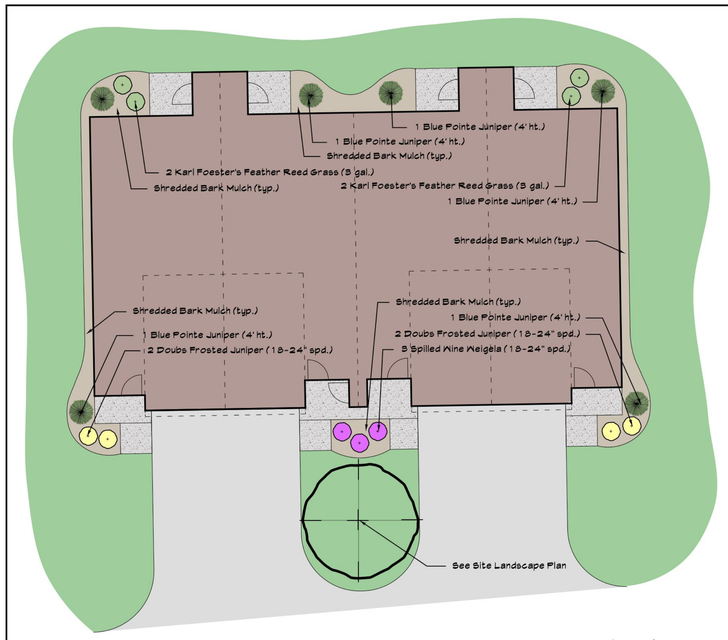



**Building Landscape Detail**
Scale: 1"= 10'

## Ordinance Requirements:

### Article 21A.04 F.1: Front Yard Requirements

For each 150' of road frontage 2 deciduous or evergreen trees, 2 ornamental trees and 3 shrubs per tree is required.

Required along Fareway Drive: 145'/150 = 1.9 dec. or ever. trees, 1.9 ornamental trees and 2.85 shrubs

Provided along Farmway Drive: 2 dec. trees, 2 ornamental trees and 6 shrubs

### Article 21 A.06:

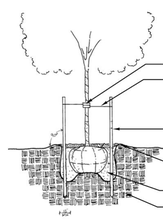
Wherever multi-family buildings abut an R.1, R2, R3, MHP or PUD Zone containing single and two family dwellings or an area recommended for single or two family land use in the Township Master Plan.

2.a. At least one straight or staggered row of trees with a minimum caliper of two (2) inches and a minimum height of six (6) feet at the time of planting and spaced not more than twenty (20) feet apart. Not more than one third (1/3) of the trees shall be of the same species and type. At least one half (1/2) of the trees shall create an evenly spaced visual buffer year round.

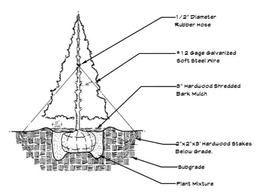
2.b. The number of shrubs required shall be a minimum of one half (1/2) of the number of trees required. At least two thirds (2/3) of the shrubs shall be at least three (3) feet high at the time of planting, spaced not more than eight (8) feet apart and which are expected to ultimately grow to be at least eight (8) feet in height.

### Article 24 .05 F9:

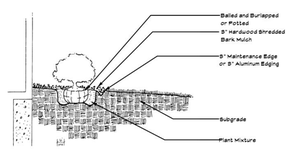
I certify this landscape plan if installed as shown to be per ordinance



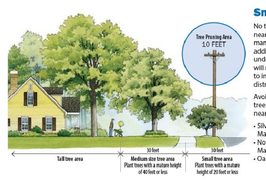

Deciduous Trees 3" Caliper and Smaller (as needed or required)




Evergreen Planting Detail-5' and Taller (as needed)




Shrub Planting Detail




**Smart planting**

No trees should be planted near power lines. However, many trees are attractive additions to your yard and, under normal conditions, will not grow tall enough to interfere with our distribution lines.

Avoid planting tall-growing trees such as the following near or under power lines:

- Silver Maple
- Norway Maple
- Oak
- White Spruce
- Colorado Blue Spruce
- Most pines
- Willows

811 Know what's below. Call before you dig.

## Notes:

1. Plant sizes specified on the landscape plan shall be the size planted. Plants smaller then specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
2. All plantings shall be mulched with 3" shredded premium hardwood bark mulch. Trees in lawn areas shall receive a 6' diameter bark ring 3" deep.
3. The landscape contractor shall remove any twine that is wrapped around the trunk of a tree or shrub as well as the top third of any burlap. Remove excess soil on the top of the root ball to expose the root flare or first layer of roots prior to planting. Use a wire cutter to make 3-5 cuts in the wire basket to allow roots to grow through.
5. A Natural edge shall be used for all planting areas. Aluminum edging shall be used only if indicated on the plan or specified.
6. Parking Islands shall be back filled with at least 24" of topsoil. Amend the topsoil with composted manure and mix into the topsoil at a depth of 6-12". Any aggregate or stone from the construction of the parking lot shall be removed prior to backfill.
7. Lawn areas shall recieve at least 4" of topsoil and hydroseeded. Check with specifications for topsoil availability or contact project manager. Topsoil for lawns shall be appropriate for growing and sustaining a healthy lawn. All lawns shall be hydroseeded with a seed blend consisting of 30% Kentucky Bluegrass, 20% Perennial Ryegrass, 10% Hard Fescue, 20% Creeping Red Fescue and 20% Chewings Fescue.
8. All lawn and shrub bed areas shall be watered by an automatic irrigation system. The irrigation system shall be designed and installed by the Landscape Contractor. Shrub areas shall be irrigated with drip irrigation.
9. Maintenance of the landscape shall be provided for by the owner and include fertilizing of lawn and plant material, yearly pruning, top dressing of mulch areas every other year and provide 1" of water per week during the growing season.
10. Plant materials shall be chosen and installed in accordance with standards recommended by the County Cooperative Extension Service or American Nursery Association.

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DJ's LANDSCAPE MANAGEMENT
D.J. Vander Slik
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Holland
Phone (616)698-2700 Fax (616)698-2900

ASSOCIATION OF GRAND RAPIDS Landscape Professionals
The Professional MCN MICHIGAN CERTIFIED NURSERYMAN
PLANET Professional Landcare Network
STATE OF MICHIGAN JOYCE E. WEISE LANDSCAPE ARCHITECT No. 1202 LICENSED LANDSCAPE ARCHITECT

Landscape Plan Drawn By:
Joyce E. Weise PLA, ASLA

PROPOSED LANDSCAPE PLAN FOR:

# Centennial Farm Town Homes

Farmway Drive Allendale Twp., Michigan

PROJECT NUMBER: 112122

DRAWN BY: Joyce E. Weise PLA, ASLA

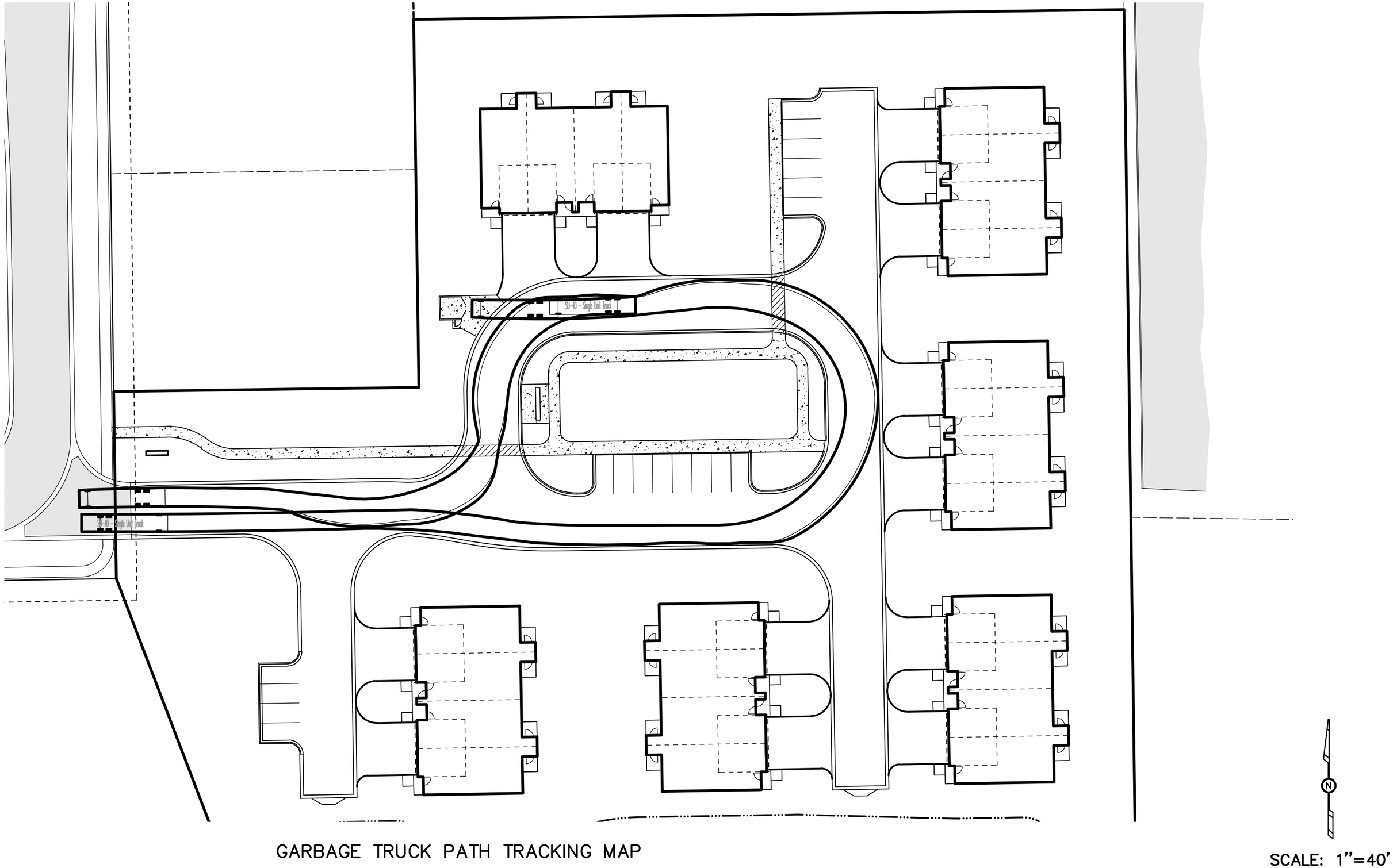
DRAWING DATE: 120222

ISSUED FOR:

| | |
|---|---|
| 12/09/22 | Site Plan Approval |
| 01/24/23 | Per Review |

SCALE 1"=30'

SHEET NUMBER L-1




GARBAGE TRUCK PATH TRACKING MAP

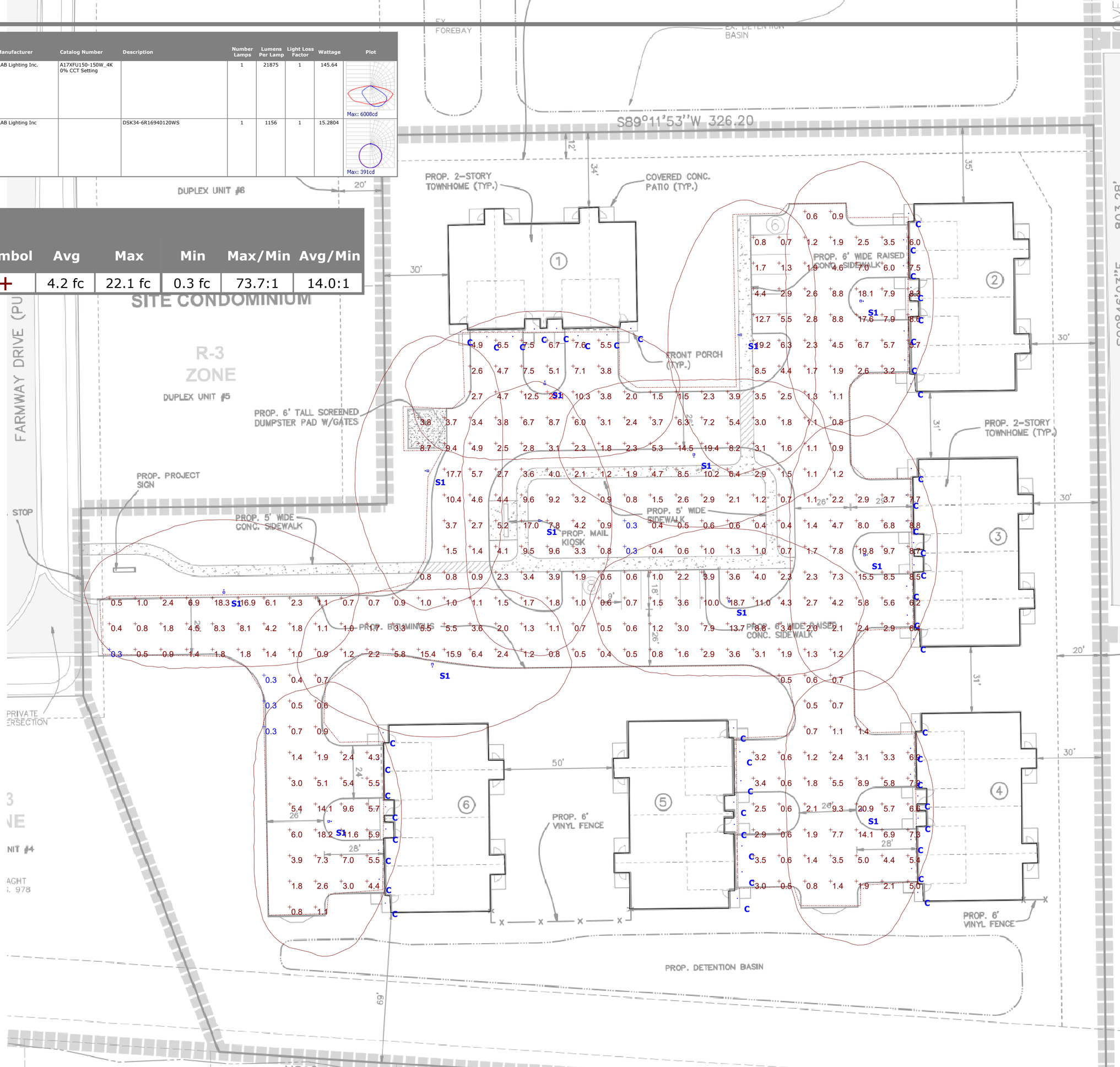
SCALE: 1"=40'

**Schedule**

| Symbol | Label | Image | Quantity | Manufacturer | Catalog Number | Description | Number Lamps | Lumens Per Lamp | Light Loss Factor | Wattage | Plot |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | S1 | | 12 | RAB Lighting Inc. | A17XFU150-150W_4K 0% CCT Setting | | 1 | 21875 | 1 | 145.64 | Max: 6008cd |
| | C | | 48 | RAB Lighting Inc | | DSK34-6R16940120WS | 1 | 1156 | 1 | 15.2804 | Max: 391cd |

## Statistics

| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
|---|---|---|---|---|---|---|
| Calc Zone #1 | + | 4.2 fc | 22.1 fc | 0.3 fc | 73.7:1 | 14.0:1 |




**Designer**

**Date**
01/11/2023
**Scale**
Not to Scale
**Drawing No.**

**Summary**

# A17XFU150

RAB

Color: Bronze

Weight: 13.2 lbs

| Project: | Type: |
|---|---|
| Prepared By: | Date: |

## Driver Info

| | |
|---|---|
| Type | Constant Current |
| 120V | 1.50A |
| 208V | 0.80A |
| 240V | 0.70A |
| 277V | 0.06A |
| Input Watts | 69.8-151.22W |

## LED Info

| | |
|---|---|
| Watts | 150W |
| Color Temp | Field Adjustable |
| Color Accuracy | 71-73 CRI |
| L70 Lifespan | 100,000 Hours |
| Lumens | 11168-21875.1 lm |
| Efficacy | 134-165.9 lm/W |

## Technical Specifications

### Field Adjustability

#### Field Adjustable:

Field Adjustable Light Output:
150W/100W/70W (factory default 150W)
Color temperature (selectable by 3000K, 4000K and 5000K)

### Compliance

#### UL Listed:

Suitable for wet locations

#### IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### IP Rating:

Ingress protection rating of IP65 for dust and water

#### DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: PADC57LP

### Electrical

#### Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 1.50A, 208V: 0.80A, 240V: 0.70A, 277V: 0.60A

#### Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

#### Surge Protection:

10kV

#### 7-Pin Receptacle:

ANSI C136.41 7-pin receptacle, compatible with wireless control systems

### Performance

#### Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

### Construction

#### IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

#### Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

#### Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

#### Lens:

Polycarbonate lens


Copyright © 2022 RAB Lighting All Rights Reserved Note: Specifications are subject to change at any time without notice

## Technical Specifications (continued)

### Construction

**Housing:**

Die-cast aluminum housing, lens frame and mounting arm

**Vibration Rating:**

3G vibration rating per ANSI C136.31

**EPA:**

1 Fixture: 0.46
2 Fixtures at 90°: 0.60
2 Fixtures at 180°: 0.93
3 Fixtures at 90°: 0.93
4 Fixtures at 90°: 0.93

**EPA with Slipfitter & Adjustable Arm Mounting Accessories (Sold Separately)**
1 Fixture: 0.66
2 Fixtures at 90°: 0.80
2 Fixtures at 180°: 1.32
3 Fixtures at 90°: 1.32
4 Fixtures at 90°: 1.32

**Mounting:**

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease. Round pole diameter must be >4" to mount fixtures at 90° orientation.

**Finish:**

Formulated for high durability and long-lasting color

**Green Technology:**

Mercury and UV free. RoHS-compliant components.

### LED Characteristics

**LEDs:**

Long-life, high-efficiency, surface-mount LEDs

**Color Uniformity:**

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

### Other

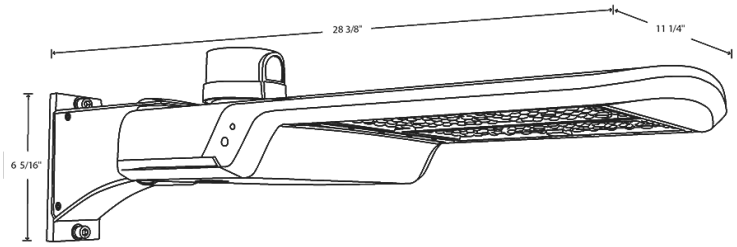
**5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

## Dimensions




## Features

- Color Adjustable: 5000K/4000K/3000K
- Power Adjustable: 70W/100W/150W
- 3-pin twistlock and shorting cap included
- Integrated NEMA 7-pin receptacle enables easy upgrade to smart controls
- 0-10V Dimming, standard
- 100,000-hour LED lifespan
- 5-Year, limited warranty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## Ordering Matrix

| Family | Wattage | Options |
|---|---|---|
| A17 XFU | 150 | |
| | **150 =** 70/100/150W | **Blank =** No Option<br>**/LC =** Lightcloud® Controller |

*A17 XFU comes standard with:*
*Adjustable Universal Pole Mount*
*7-Pin Receptacle*
*Twistlock Photocell*
*Shorting Cap*


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# PS4-11-15D2

Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 105.8 lbs

| Project: | Type: |
|---|---|
| Prepared By: | Date: |

## Technical Specifications

### Compliance

**CSA Listed:**

Suitable for wet locations

### Construction

**Shaft:**

46,000 p.s.i. minimum yield.

**Hand Holes:**

Reinforced with grounding lug and removable cover

**Base Plates:**

Slotted base plates 36,000 p.s.i.

**Shipping Protection:**

All poles are shipped in individual corrugated cartons to prevent finish damage

**Color:**

Bronze powder coating

**Height:**

15 FT

**Weight:**

106 lbs

**Gauge:**

11

**Wall Thickness:**

1/8"

**Shaft Size:**

4"

**Hand Hole Dimensions:**

3" x 5"

**Bolt Circle:**

8 1/2"

**Base Dimension:**

8"


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## Technical Specifications (continued)

### Construction

**Anchor Bolt:**

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

**Anchor Bolt Templates:**

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available online.

**Pre-Shipped Anchor Bolts:**

Bolts can be pre-shipped upon request for additional freight charge

**Max EPA's/Max Weights:**

70MPH 17.4 ft./450 lb.
80MPH 12.5 ft./440 lb.
90MPH 9.0 ft./440 lb.
100MPH 6.6 ft./440 lb.
110MPH 4.8 ft./435 lb.
120MPH 3.4 ft./435lb.
130MPH 2.3 ft./435 lb.
140MPH 1.4 ft./430 lb.
150MPH 0.8 ft./420 lb

### Other

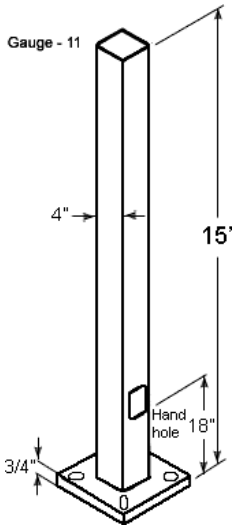
**Terms of Sale:**

Pole Terms of Sale is available online.

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

## Dimensions




## Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application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# DSK34-6R16940120WS

RAB | Residential

Color: White

Weight: 0.5 lbs

| Project: | Type: |
|---|---|
| Prepared By: | Date: |

## Driver Info

| | |
|---|---|
| Type | Constant Current |
| 120V | 166mA |
| 208V | N/A |
| 240V | N/A |
| 277V | N/A |
| Input Watts | 16W |

## LED Info

| | |
|---|---|
| Watts | 16W |
| Color Temp | 4000K |
| Color Accuracy | 90 CRI |
| L70 Lifespan | 50,000 Hours |
| Lumens | 1,140 lm |
| Efficacy | 62.5 |

## Technical Specifications

### Performance

**Product Type:**

Disk Surface Mount / Retrofit

**Input Wattage:**

16W

**Lumens (Nominal):**

1000lm

**Efficacy:**

62.5 lm/W

**LEDs:**

Backlit LED Technology

**Lifespan:**

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

**Wattage Equivalency:**

75W

### LED Characteristics

**Color Accuracy (CRI):**

90 CRI

**R9 Value:**

High color performance with R9 greater than or equal to 50

**Color Temperature:**

4000K

### Electrical

**THD:**

55%

**Power Factor:**

≥0.9

**Dimmable:**

TRIAC and ELV dimming compatibility

**Input Voltage:**

120V


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## Technical Specifications (continued)

### Electrical

**Operating Frequency:**

60Hz

**Operating Temperature:**

-30°C - 40°C

### Construction

**Size:**

6"

**Shape:**

Round

**Housing Material:**

Stamped aluminum construction

**Finish:**

White

**Trim Style:**

Smooth

**Lens:**

Toolless, twist-and-lock frosted polycarbonate diffusion lens

### Optical

**Beam Angle:**

110°

### Other

**Note:**

All values are typical (tolerance +/- 10%)

**Technology EQ:**

Incandescent

**Base Type:**

E26 socket availabe as separate retrofit accessory

**Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

### Installation

**Mounting:**

Install from below design.
Suitable for installation in many.
3-1/2" and 4" octagon and roundelectrical junction boxes.
Compatible with compact/pancake junction boxes.
Bracket Adapter, Screws, and wire nuts included.

### Compliance

**Safety Listing:**

UL Listed, UL Classified

**Environment:**

Damp

**Fixture Rating:**

Open

**IC Rated:**

Suitable for direct contact with insulation

**ENERGY STAR:**

This product is ENERGY STAR® Version 2.2 Certified.

**T24 JA8 Compliant:**

Can be used to conform with the requirements of California Title 24 Part 6.

**RoHS:**

Mercury and UV free. RoHS-compliant components.

**FCC:**

Complies with Part 15 of the FCC Rules

**Model Number:**

DLS0057(DSK34-6R16940120WS)


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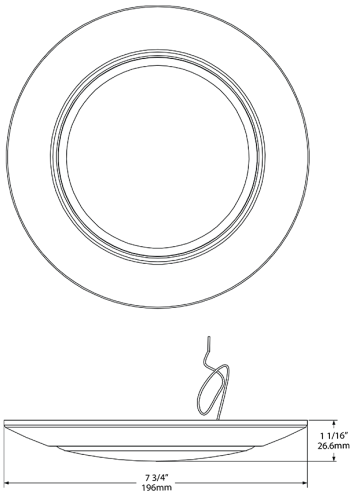
## Dimensions




## Features

- Super low profile backlit LED with driverless design
- Stamped aluminum housing
- New construction or retrofit applications
- Simple and quick installation from below the ceiling
- Installs on standard 4" and 6" junction boxes
- Can be retrofitted to existing downlight housings with option accessory
- Suitable for Damp locations
- Dimmable down to 5% on compatible dimmers
- 5-Year, limited warranty

## Ordering Matrix

| Family | | Size | Shape | Wattage | CRI/Color Temp | Voltage | Finish | Trim |
|---|---|---|---|---|---|---|---|---|
| DSK34 | – | 6 | R | 16 | 940 | 120 | W | S |
| | | **4 =** 4"<br>**6 =** 6" | **R =** Round | **12 =** 12W<br>**14 =** 14W<br>**16 =** 16W<br>**16.5 =** 16.5W | **950 =** 90 CRI, 5000K<br>**940 =** 90 CRI, 4000K<br>**935 =** 90 CRI, 3500K<br>**930 =** 90 CRI, 3000K<br>**927 =** 90 CRI, 2700K | **120 =** 120V | **W =** White<br>**B =** Black<br>**BR =** Bronze<br>**BN =** Brushed Nickel | **S =** Smooth |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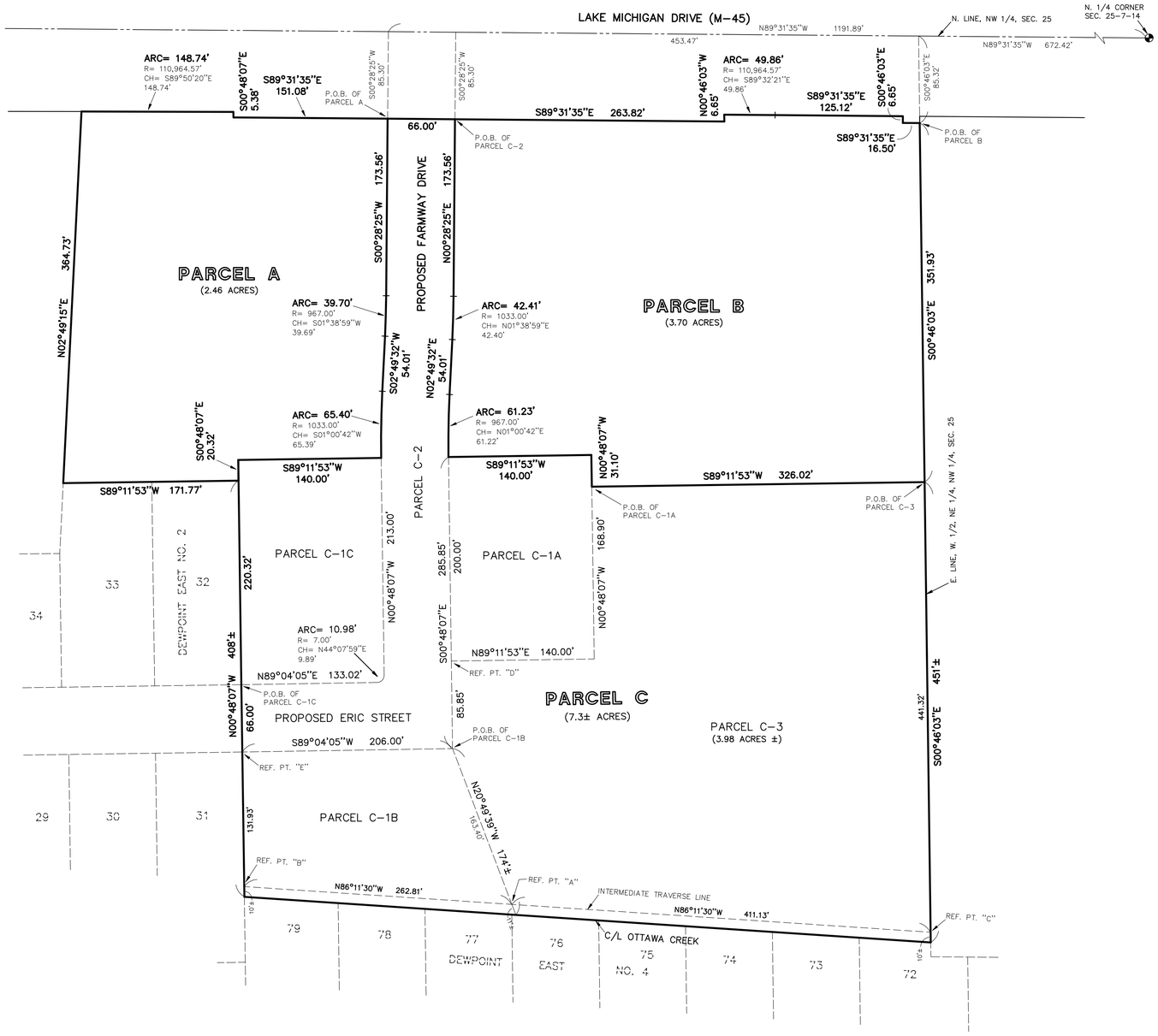



Description of Parcel A:

Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 1191.89 feet along the North line of said NW 1/4; thence S00°28'25"W 85.30 feet to the South line of Lake Michigan Drive (M-45) and the PLACE OF BEGINNING of this description; thence S00°28'25"W 173.56 feet along the Westerly line of Proposed Farmway Drive; thence Southerly 39.70 feet along said Westerly line on a 967.00 foot radius curve to the right, the chord of which bears S01°38'59"W 39.69 feet; thence S02°49'32"W 54.01 feet along said Westerly line; thence Southerly 65.40 feet along said Westerly line on a 1033.00 foot radius curve to the left, the chord of which bears S01°00'42"W 65.39 feet; thence S89°11'53"W 140.00 feet; thence S00°48'07"E 20.32 feet to the NE corner of Lot 32, Dewpointe East No. 2 (as recorded in Liber 35 of Plats, Pages 60-62); thence S89°11'53"W 171.77 feet along the North line of said Dewpointe East No. 2; thence N02°49'15"E 364.73 feet to the South line of Lake Michigan Drive (M-45); thence Easterly 148.74 feet along said South line on a 110,964.57 foot radius curve to the left, the chord of which bears S89°50'20"E 148.74 feet; thence S00°48'07"E 5.38 feet along said South line; thence S89°31'35"E 151.08 feet along said South line to the place of beginning. Contains 2.46 acres.

Description of Parcel B:

Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 672.42 feet along the North line of said NW 1/4 to the East line of the West 1/2 of the NE 1/4 of said NW 1/4; thence S00°46'03"E 85.32 feet along said East line to the South line of Lake Michigan Drive (M-45) and the PLACE OF BEGINNING of this description; thence S00°46'03"E 351.93 feet along said East line; thence S89°11'53"W 326.02 feet; thence N00°48'07"W 31.10 feet; thence S89°11'53"W 140.00 feet to the Easterly line of Proposed Farmway Drive; thence Northerly along said Easterly line 61.23 feet on a 967.00 foot radius curve to the right, the chord of which bears N01°00'42"E 61.22 feet; thence N02°49'32"E 54.01 feet along said Easterly line; thence Northerly 42.41 feet along said Easterly line on a 1033.00 foot radius curve to the left, the chord of which bears N01°38'59"E 42.40 feet; thence N00°28'25"E 173.56 feet along said Easterly line to the South line of Lake Michigan Drive (M-45); thence S89°31'35"E 263.82 feet; thence N00°46'03"W 6.65 feet; thence Easterly 49.86 feet along a 110,964.57 foot radius curve to the left, the chord of which bears S89°32'21"E 49.86 feet; thence S89°31'35"E 125.12 feet; thence S00°46'03"E 6.65 feet; thence S89°31'35"E 16.50 feet (the previous 6 calls being along said South line of Lake Michigan Drive) to the place of beginning. This parcel contains 3.70 acres.

Description of Parcel C:

Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 672.42 feet along the North line of said NW 1/4 to the East line of the West 1/2 of the NE 1/4 of said NW 1/4; thence S00°46'03"E 437.52 feet along said East line; thence S89°11'53"W 326.02 feet to the PLACE OF BEGINNING of this description; thence S00°48'07"E 168.90 feet; thence S89°11'53"W 140.00 feet to the Easterly line of Proposed Farmway Drive and Reference Point "D"; thence N00°48'07"W 200.00 feet along said Easterly line; thence N89°11'53"E 140.00 feet; thence S00°48'07"E 31.10 feet to the place of beginning. Also, Commencing at aforementioned Reference Point "D"; thence S00°48'07"E 85.85 feet along said Easterly line of Proposed Farmway Drive to the PLACE OF BEGINNING; thence S20°49'39"E 163.40 feet to Reference Point "A"; thence S20°49'39"E 11 feet to the North line of Dewpoint East No. 4 (as recorded in Liber 39 of Plats, Pages 72-74) and the centerline of Ottawa Creek; thence meandering Westerly along said North line to its intersection with the East line of Dewpointe East No. 2 (as recorded in Liber 35, Pages 60-62) which is S00°48'07"E 10 feet from Reference Point "B" (Reference Point "B" lies N86°11'30"W 262.81 feet along an intermediate traverse line from aforementioned Reference Point "A"); thence N00°48'07"W 10 feet along said East line to Reference Point "B"; thence N00°48'07"W 131.93 feet along said East line to the Southerly line of Proposed Eric Street and Reference Point "E"; thence N89°04'05"E 206.00 feet along said Southerly line to the place of beginning. Also, Commencing at Reference Point "E"; thence N00°48'07"W 66.00 feet along the East line of said Dewpointe East No. 2 to the PLACE OF BEGINNING; thence N00°48'07"W 220.32 feet along said East line and its Northerly extension; thence N89°11'53"E 140.00 feet to the Westerly line of Proposed Farmway Drive; thence S00°48'07"E 213.00 feet along said Westerly line; thence Southerly and Westerly 10.98 feet along said Westerly line on a 7.00 foot radius curve to the right, the chord of which bears S44°07'59"W 9.89 feet; thence S89°04'05"W 133.02 feet along the Northerly line of Proposed Eric Street to the place of beginning.

Also: Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 1125.89 feet along the North line of said NW 1/4; thence S00°28'25"W 85.30 feet to the PLACE OF BEGINNING of this description; thence S00°28'25"W 173.56 feet; thence Southerly 42.41 feet along said East line on a 1033.00 foot radius curve to the right, the chord of which bears S01°38'59"W 42.40 feet; thence S02°49'32"W 54.01 feet; thence Southerly 61.23 feet on a 967.00 foot radius curve to the left, the chord of which bears S01°00'42"W 61.22 feet; thence S00°48'07"E 285.85 feet; thence S89°04'05"W 206.00 feet; thence N00°48'07"W 66.00 feet; thence N89°04'05"E 133.02 feet; thence Northeasterly 10.98 feet on a 7.00 foot radius curve to the left, the chord of which bears N44°07'59"E 9.89 feet; thence N00°48'07"W 213.00 feet; thence Northerly 65.40 feet on a 1033.00 foot radius curve to the right, the chord of which bears N01°00'42"E 65.39 feet; thence N02°49'32"E 54.01 feet; thence Northerly 39.70 feet on a 967.00 foot radius curve to the left, the chord of which bears N01°38'59"E 39.69 feet; thence N00°28'25"E 173.56 feet to the South line of Lake Michigan Drive; thence S89°31'35"E 66.00 feet along said South line to the Place of Beginning.

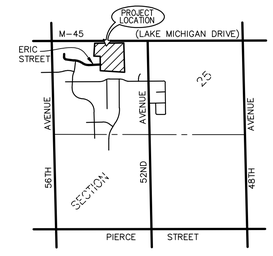
Also: Part of the NW 1/4 of Section 25, T7N, R14W, Allendale Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 25; thence N89°31'35"W 672.42 feet along the North line of said NW 1/4 to the East line of the West 1/2 of the NE 1/4 of said NW 1/4; thence S00°46'03"E 437.52 feet along said East line to the PLACE OF BEGINNING of this description; thence S00°46'03"E 441.32 feet along said East line to Reference Point "C"; thence S00°46'03"E 10 feet to the North line of Dewpoint East No. 4 (as recorded in Liber 39 of Plats, Pages 72-74) and the centerline of Ottawa Creek; thence meandering Westerly along said North line to its intersection with a line which bears S20°49'39"E from Reference Point "A" (Reference Point "A" is located N86°11'30"W 411.13 feet along an intermediate traverse line from aforementioned Reference Point "C"); thence N20°49'39"W 11 feet to Reference Point "A"; thence N20°49'39"W 163.40 feet to the Easterly line of Proposed Farmway Drive (a proposed public street); thence N00°48'07"W 85.85 feet along said Easterly line; thence N89°11'53"E 140.00 feet; thence N00°48'07"W 168.90 feet; thence N89°11'53"E 326.02 feet to the place of beginning.

N

0' 30' 60'

SCALE: 1" = 60'

STATE OF MICHIGAN
BRENT MICHAEL FEYEN
License No. 4001055904
LICENSED PROFESSIONAL SURVEYOR




# LAND DIVISION MAP

**RE: CENTENNIAL FARM**

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460

PART OF THE NW 1/4, SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

| DATE | REVISION | BY |
|---|---|---|

exxel engineering, inc.
planners · engineers · surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

| | | | |
|---|---|---|---|
| DRAWN BY: JJS | PROJ. ENG.: TRS | SHEET |
| APPROVED BY: BMF | PROJ. SURV.: BMF | 1 of 1 |
| FILE NO.: 182008E | DATE: 9/13/2022 | |

P:\Projects\2018\182008\Drawings\182008.dwg-LD-JJS-1-1-key

Ottawa County
Where You Belong

**Real Property Search**

« **Back to Search Results**

**Property Summary**

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

| **Parcel Identification** | |
|---|---|
| **Parcel Number:** | 70-09-25-100-111 |
| **Property Address:** | 5380 LAKE MICHIGAN DR |
| **Property Status:** | ACTIVE |
| **Government Unit:** | 11 - ALLENDALE TOWNSHIP |
| **Taxing Unit:** | 11 - ALLENDALE TOWNSHIP |
| **Classification:** | 001 - RETIRED SPLIT / COMBINED |
| **School District:** | 70040 - ALLENDALE |
| **Approximate Acreage:** | 7.30 |
| **Active Date:** | 09/29/2022 |
| **Current Liber/Page:** | **Sales History** |

| **Owner Identification** | |
|---|---|
| **Owner Name 1:** | PEARLINE CENTENNIAL FARMS LLC |
| **Owner Name 2:** | |
| **Mailing Address:** | 10560 CREEK FLAT COURT<br>ZEELAND, MI 49464 |
| **Local Unit Update:** | 01/09/2023 |

| **Tax Payer Identification** | |
|---|---|
| **Tax Payer Name 1:** | |
| **Tax Payer Name 2:** | |
| **Mailing Address:** | , |
| **Local Unit Update:** | 01/09/2023 |

**Assessed Values**

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

| Year | State Equalized Value | Taxable Value | PRE/QA Exemption |
|---|---|---|---|
| 2022 | 0 | 0 | 100% |

**View in Property Mapping Lite**

**View in Full Property Mapping**

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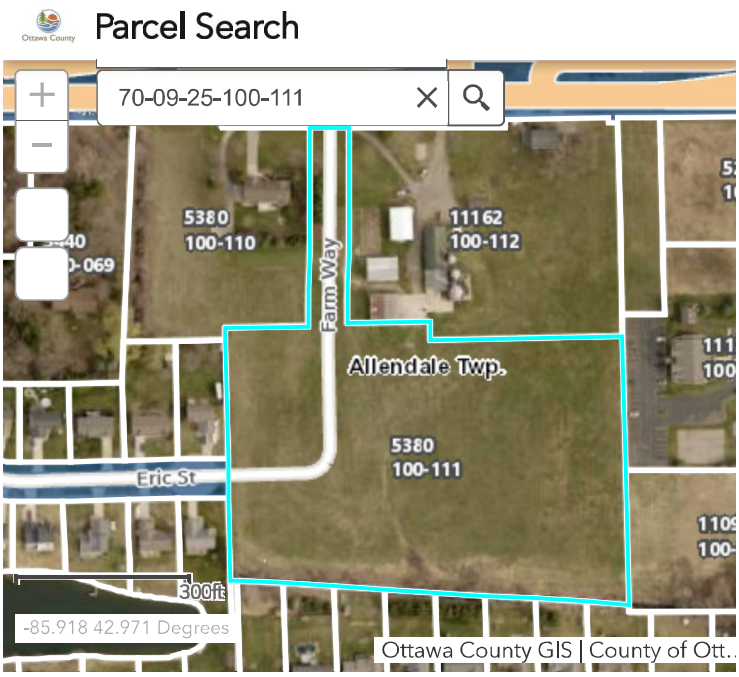


**Tax Description**

PART OF NW 1/4 COM N 1/4 COR, TH N 89D 31M 35S W 1191.89 FT & S 0D 28M 25S W 85.3 FT TO PT OF BEG, TH S 89D 31M 35S E 66 FT, S 0D 28M 25S W 173.56 FT, S'LY 42.41 FT ALG A 1033 FT RAD CURVE TO RT (CHD BEARS S 1D 38M 59S W 42.4 FT), TH S 2D 49M 32S W 54.01 FT, TH S'LY 61.23 FT ALG A 967 FT RAD CURVE TO LEFT (CHD BEARS S 1D 00M 42S W 61.22 FT), TH S 89D 11M 53S E 140 FT, S 0D 48M 07S E 31.1 FT, N 89D 11M 53S E 326.02 FT, TH S 0D 46M 03S E 441.32 FT TO REF PT "C", TH CONT S 0D 46M 03S E 10 FT M/L TO C/L OTTAWA CREEK, TH MEANDERING NW'LY ALG C/L SD CREEK TO PT S 0D 48M 07S E 10 FT M/L OF REF PT "B" (SD REF PT "B" BEING N 86D 11N 30S W 673.94 FT OF REF PT "C"), TH N 0D 48M 07S W 10 FT M/L TO SD REF PT "B", TH CONT N 0D 48M 07S W 418.25 FT, TH N 89D 11M 53S E 140 FT, TH N'LY 65.4 FT ALG A 1033 FT RAD CURVE TO RT (CHD BEARS N 1D 00M 42S E 65.39 FT), TH N 2D 49M 32S E 54.01 FT, TH N'LY 39.7 FT ALG A 967 FT RAD CURVE TO LEFT (CHD BEARS N 1D 38M 59S E 39.69 FT), TH N 0D 28M 25S E 173.56 FT TO BEG. SEC 25 T7N R14W. 7.3 AC M/L.

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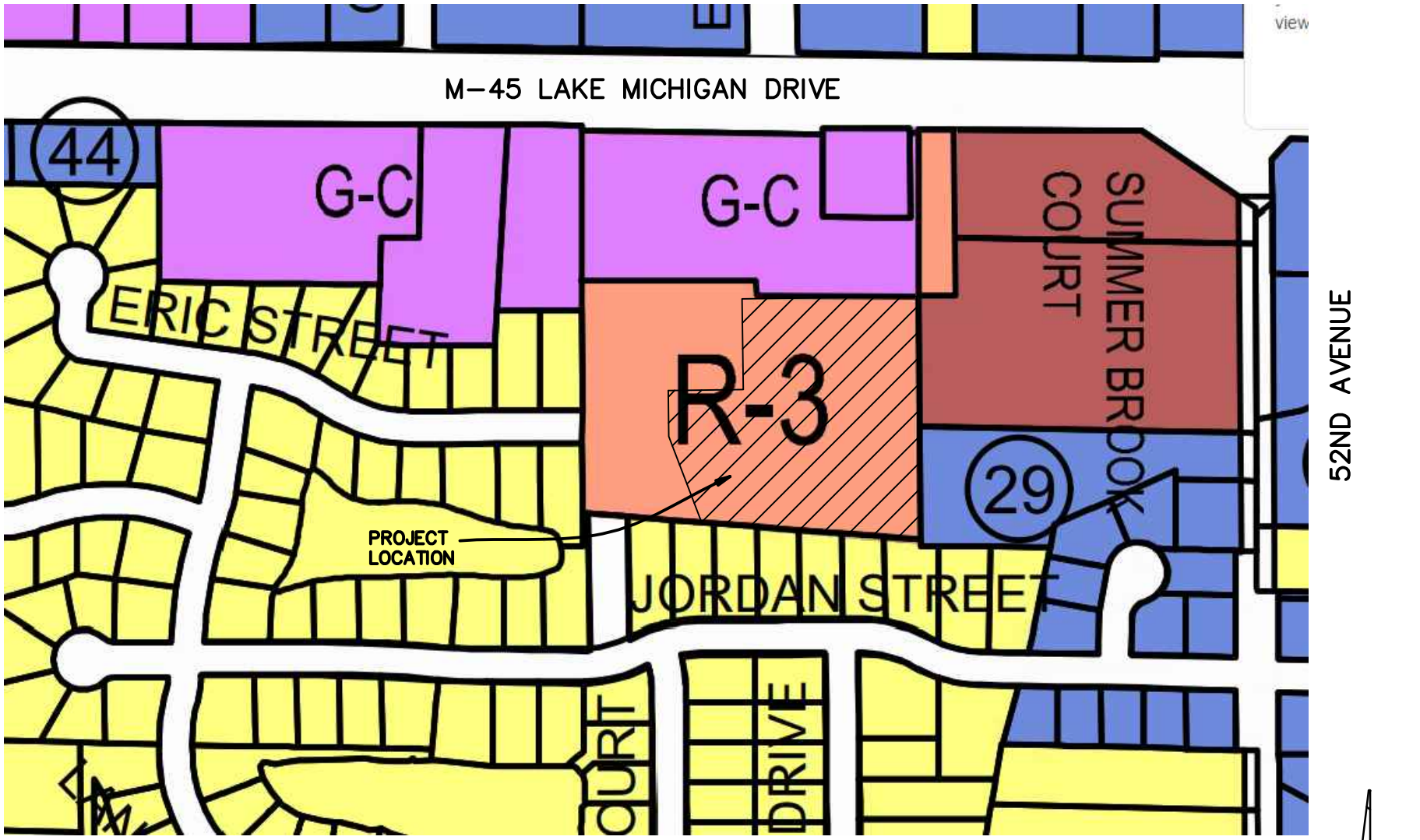
**Centennial Farm Townhomes**

Traffic Analysis

| | |
|---|---|
| Number of Residential units | = 24 units |
| Assumed trips per day per unit | = 6.0 trips / day |
| Total traffic generation from townhomes | = 144 trips / day |

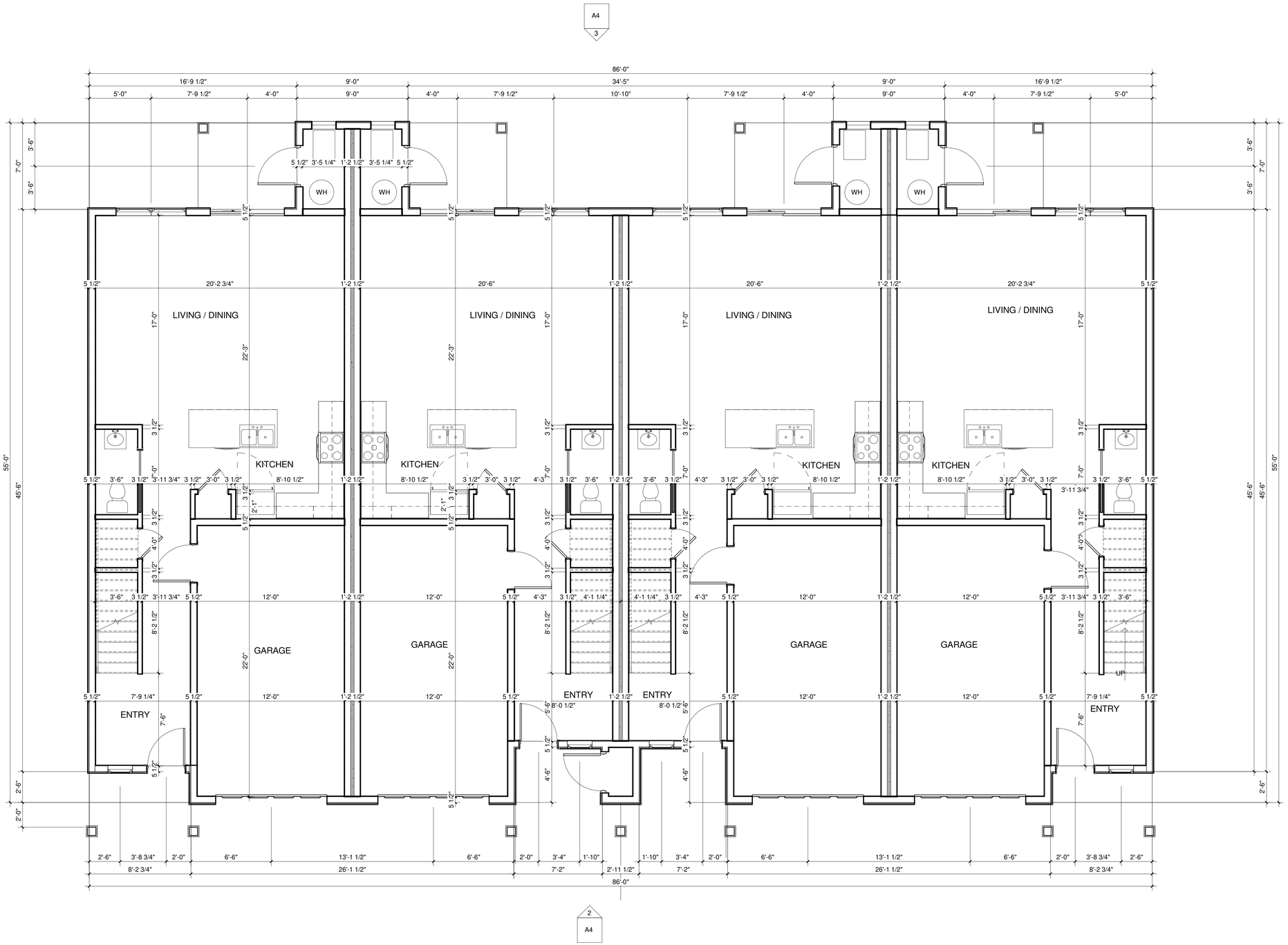
Note: Based on the low volume of traffic generated by this proposal no further traffic study is proposed.

Traffic information referenced from ITE Trip Generation Manual, land use code (230 Residential Townhouse).




CENTENNIAL FARM TOWNHOMES
VICINITY MAP

N.T.S.




# MAIN FLOOR PLAN

1/4" = 1'-0"


SVB RECKLEY ARCHITECTS
76 EAST 8TH STREET SUITE 300
HOLLAND MICHIGAN 49423
PHONE 616-494-7410


START PROJECT

REVIEW

PERMIT

REVISION

NEW MULTI-FAMILY RESIDENTIAL

ALLENDALE TOWNHOMES

ALLENDALE MI

DRAWN BY
E.B.W.

PROJECT NO.
250211

PLOT
01/16/2023

SHEET NO.
A2

FLOOR PLAN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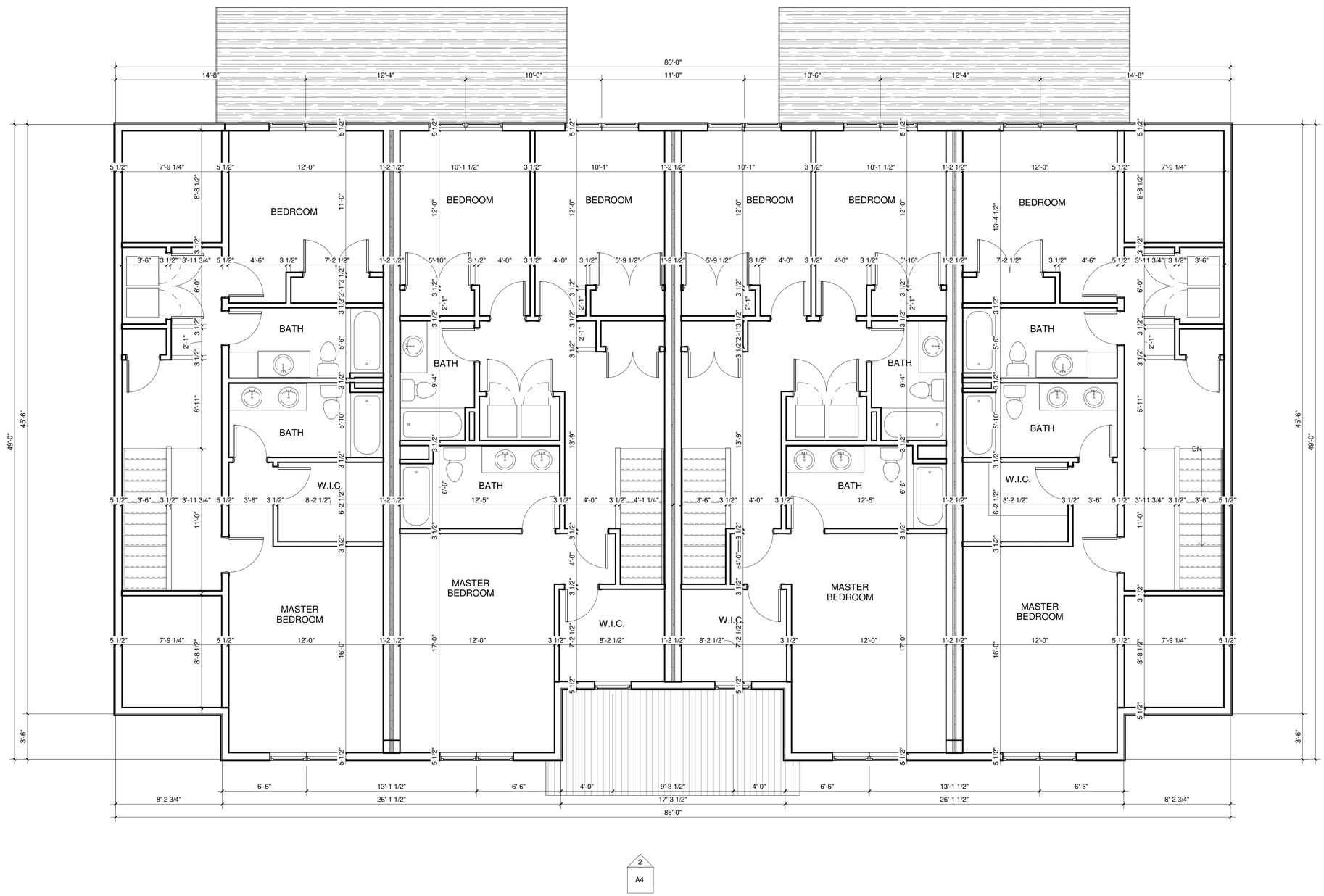


# SECOND FLOOR

1/4" = 1'-0"


SVB RECKLEY ARCHITECTS
76 EAST 8TH STREET SUITE 300
HOLLAND MICHIGAN 49423
PHONE 616-494-7410


START PROJECT

REVIEW

PERMIT

REVISION

NEW MULTI-FAMILY RESIDENTIAL

ALLENDALE TOWNHOMES

ALLENDALE MI

DRAWN BY
Author

PROJECT NO.
250211

PLOT
01/16/2023

SHEET NO.
A3

SECOND FLOOR PLAN


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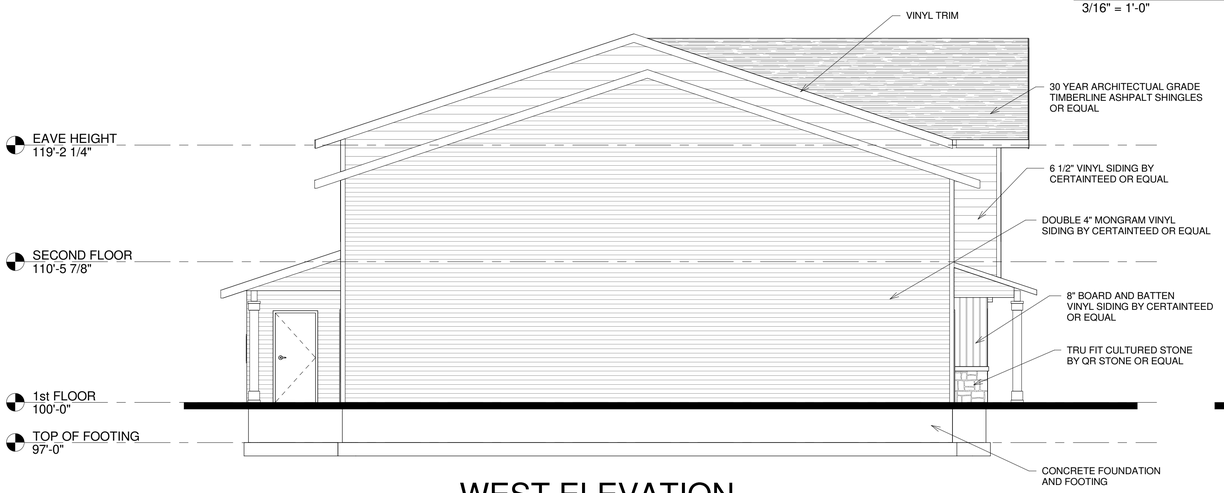
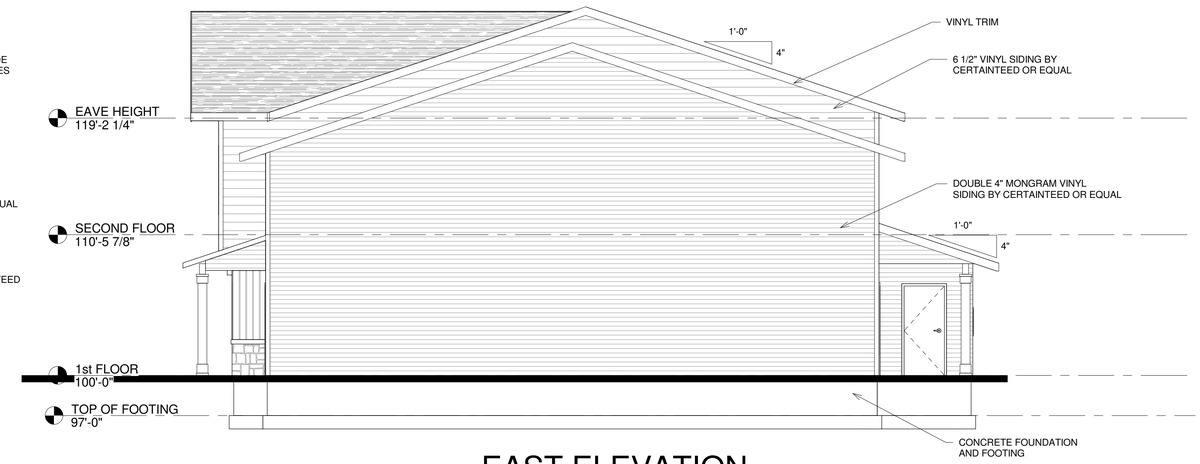
## NORTH ELEVATION

3/16" = 1'-0"




## WEST ELEVATION

3/16" = 1'-0"




## EAST ELEVATION

3/16" = 1'-0"

## SOUTH ELEVATION

3/16" = 1'-0"


SVB RECKLEY ARCHITECTS
76 EAST 8TH STREET SUITE 300
HOLLAND MICHIGAN 49423
PHONE 616-494-7410


START PROJECT

REVIEW

PERMIT

REVISION

NEW MULTI-FAMILY RESIDENTIAL

# ALLENDALE TOWNHOMES

ALLENDALE MI

DRAWN BY
E.B.W.

PROJECT NO.
250211

PLOT
01/16/2023

SHEET NO.
A4

EXTERIOR ELEVATIONS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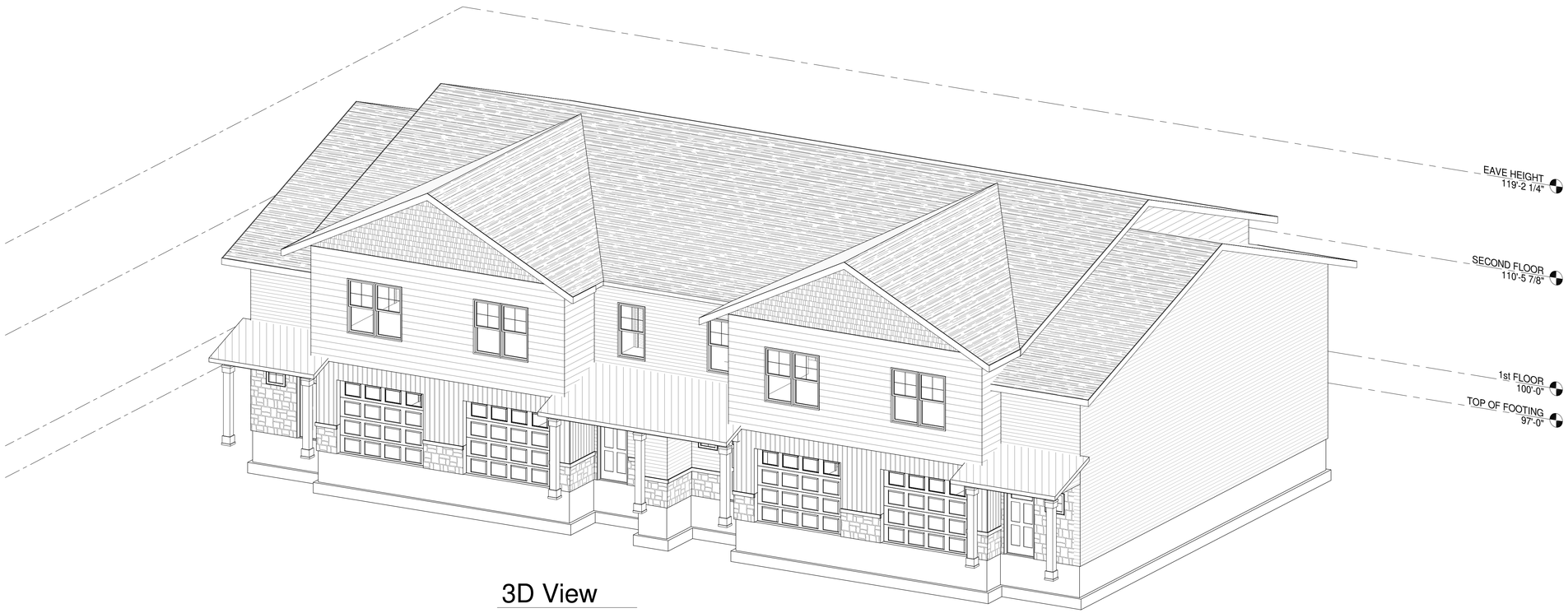


3D View

SVB RECKLEY ARCHITECTS
76 EAST 8TH STREET SUITE 300
HOLLAND MICHIGAN 49423
PHONE 616-494-7410

START PROJECT

REVIEW

PERMIT

REVISION

NEW MULTI-FAMILY RESIDENTIAL
ALLENDALE TOWNHOMES
ALLENDALE MI

DRAWN BY
Author

PROJECT NO.
250211

PLOT
01/16/2023

SHEET NO.
A4.1

ELEVATION

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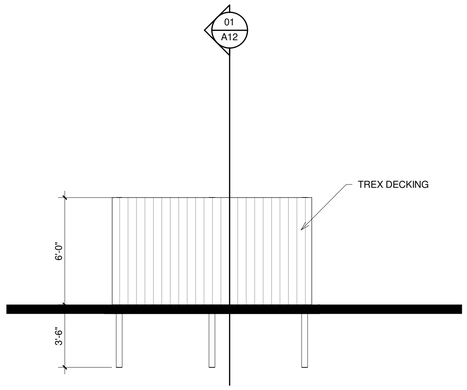
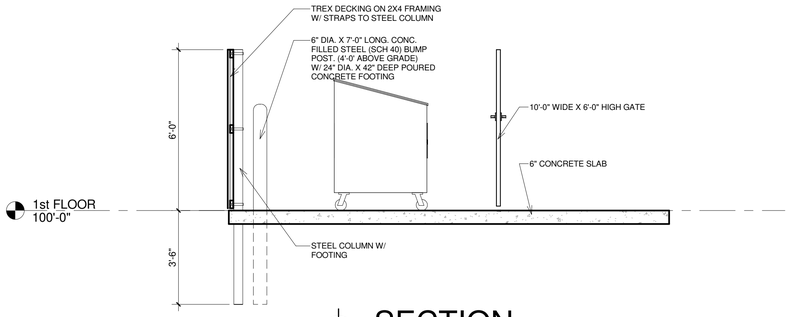


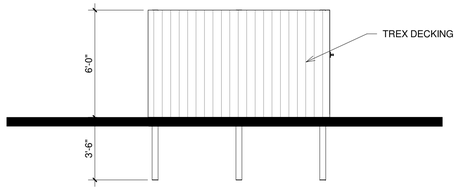

## REAR ELEVATION

1/4" = 1'-0"



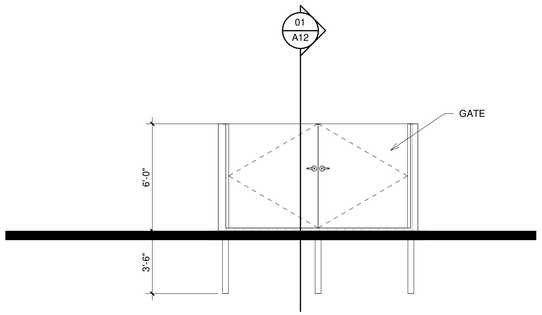

01 A12 **SECTION**

3/8" = 1'-0"




## SIDE ELEVATION

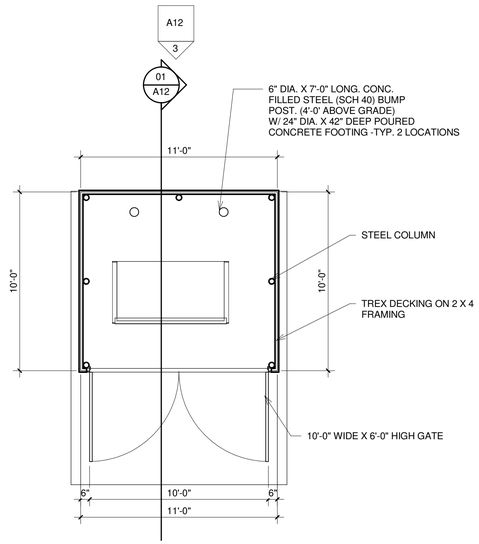
1/4" = 1'-0"




## FRONT ELEVATION

1/4" = 1'-0"

A12 4




2 A12

NORTH

## DUMPSTER PLAN

1/4" = 1'-0"


SVB RECKLEY ARCHITECTS
76 EAST 8TH STREET SUITE 300
HOLLAND MICHIGAN 49423
PHONE 616-494-7410


START PROJECT

REVIEW

PERMIT

REVISION

DESCRIPTION

ALLENDALE TOWNHOMES

ALLENDALE MI

DRAWN BY
E.B.W.

PROJECT NO.
250211

PLOT
01/16/2023

SHEET NO.
A12

FLOOR PLAN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Fresh Coast Planning

950 Taylor Avenue, Ste 200
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# MEMORANDUM

To: Allendale Charter Township Planning Commission
From: Gregory L. Ransford, MPA
Date: February 1, 2023
Re: Allendale Christian School – Minor versus Major Change Determination

---

Following the distribution of this memorandum, we expect to have a site plan, floor plan, and building elevations for an addition of approximately 900 square that Allendale Christian School (ACS) seeks to construct to their school building in advance of a larger addition soon after. The addition is intended for a teacher area and a mother's room. The ACS property is located at 11050 64th Avenue within the R-1 Low Density One-Family Residential (R-1) District. The school is a special use within the R-1 District.

## Minor vs. Major Change Determination

Pursuant to Section 20.10 – Amendment to an Approved Special Land Use of the Allendale Charter Township Zoning Ordinance (ACTZO), the Planning Commission shall determine if a proposed change or changes to a site plan are minor or major. In the event the Planning Commission determines the proposed is a minor amendment, the Planning Commission may approve the revisions without a public hearing. In the event the Planning Commission determines the proposed is a major amendment, a public hearing is required along with the final site plan review. For your convenience, below is a copy of Section 20.10, in part, which details examples of major changes and should be used to guide your deliberations.

> Section 20.10 – Amendment to an Approved Special Land Use
>
> B. A major change is defined as a change in the conditions of approval or a change to the Special Land Use which would substantially alter the intensity of the use of the property so as to call into question compliance with the Special Land Use approval standards of Section 20.06 herein.
>
> Examples of a major change may include but are not limited to a substantial increase in the hours of operation, a substantial expansion of the land area devoted to outdoor activity, a substantial increase in the number of items displayed or stored outdoors, an increase in the intensity of the use which would substantially increase traffic or a change in the conditions of approval which may result in a substantial adverse impact on nearby residents or property.
>
> In addition, a major change would also include expanding the land area that was approved for the existing Special Land Use and expanding the building containing the use if such expansion would increase the intensity of the use.

The request for determination has been scheduled for review at your February 6, 2023 meeting. As soon as we received the related material we will transmit them to you. We expect the applicant to be in attendance. If you have any questions, please let us know.

GLR
Planner
cc: Adam Elenbaas, Supervisor

# ALLENDALE CHRISTIAN SCHOOL
# 2023 EXPANSION - PHASE 1

11050 64TH AVENUE
ALLENDALE, MI 49401

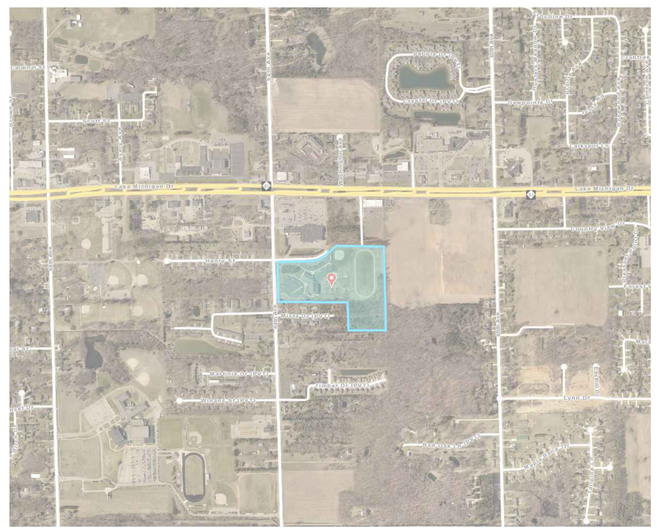
## ZONING

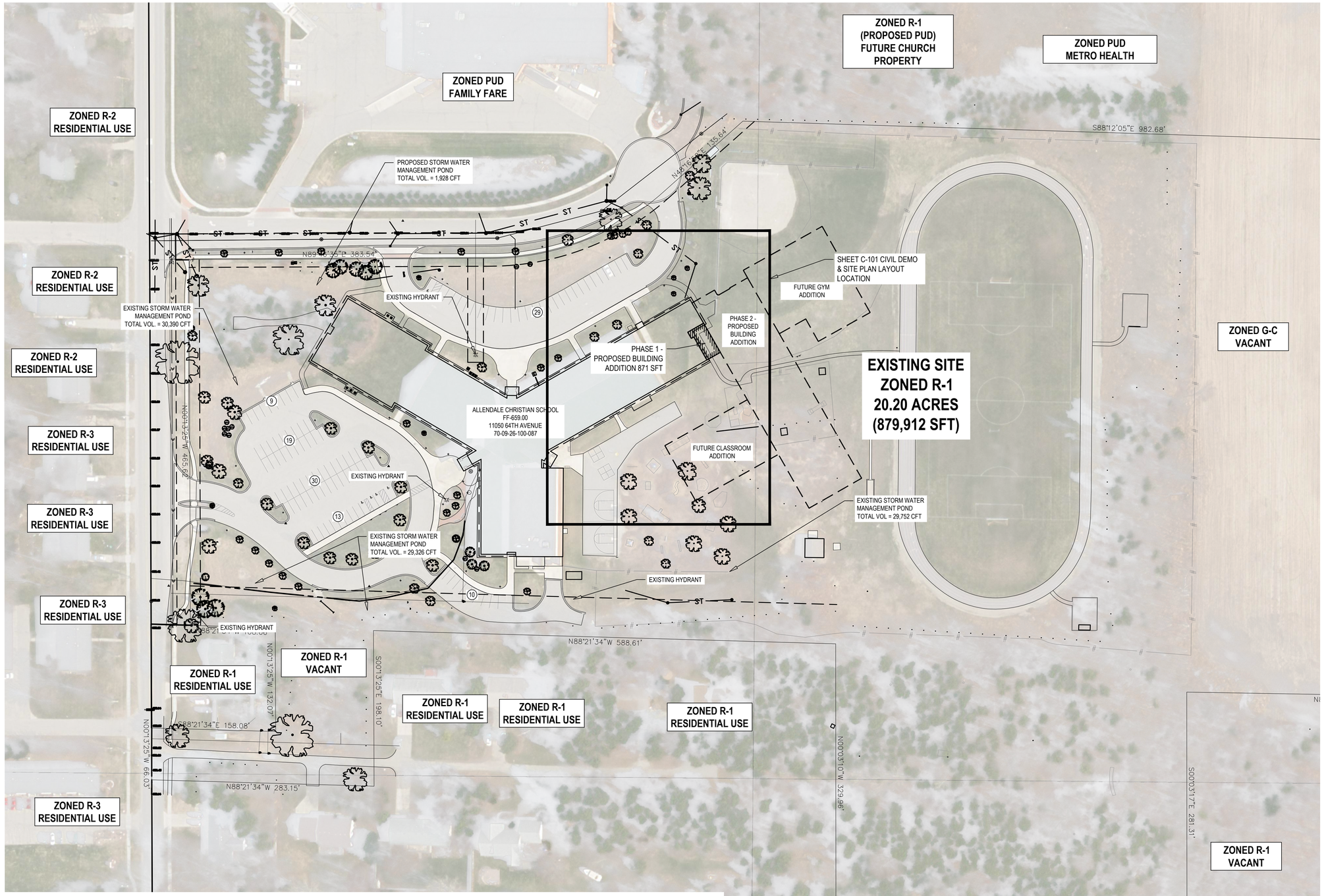
R-1 (LOW DENSITY ONE -FAMILY RESIDENTIAL DISTRICT)

| SETBACKS: | |
|---|---|
| FRONT YARD | 50 FEET MIN. |
| SIDE YARD | 25 FEET TOTAL (10 FT MIN) |
| REAR YARD | 50 FEET MIN. |
| HEIGHT | 30FEET MAX. (2 1/2 STORIES) |

## LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; EXCEPTING THAT PART LYING NORTH OF A LINE COMMENCING SOUTH 00 DEGREES 38 MINUTES 18 SECONDS EAST 831.07 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 42 SECONDS EAST 33.00 FEET & SOUTH 00 DEGREES 38 MINUTES 18 SECONDS EAST 33.00 FEET FROM THE NORTHWEST SECTION CORNER; THENCE NORTH 89 DEGREES 21 MINUTES 42 SECONDS EAST 400.54 FEET ALONG the SOUTH LINE OF HENERY STREET; THENCE NORTHEASTERLY 241.15 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD THAT BEARS NORTH 68 DEGREES 36 MINUTES 53 SECONDS EAST 235.92 FEET; THENCE NORTH 47 DEGREES 52 MINUTES 05 SECONDS EAST 135.64 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 58 SECONDS EAST 564.46 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE END OF SAID LINE. ALSO EXCEPTING THE WEST 50.00 FEET FOR ROAD RIGHT-OF-WAY, ALSO THAT PART OF THE NORTHWEST 1/4 COMMENCING SOUTH 00 DEGREES 39 MINUTES 58 SECONDS EAST 1328.04 FEET & SOUTH 88 DEGREES 48 MINUTES 06 SECONDS EAST 871,76 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 88 DEGREES 48 MINUTES 06 SECONDS EAST 447.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 43 SECONDS EAST 329.96 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 06 SECONDS WEST 447.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 329.96 FEET TO THE POINT OF BEGINNING. BEING PART OF SECTION 26 T.7N.,R.14W.


Lake Michigan Dr
Lake Michigan Dr
Lake Michigan Dr




CONSTRUCTION PHASING:

JUNE 2023
CONSTRUCTION OF EXTERIOR SHELL AND INTERIOR TEACHER AREA

PLANNED BUILDING EXPANSION INFORMATION:

SQUARE FEET OF GROSS AREA:

| | |
|---|---|
| EXISTING = | 55,858 SFT |
| PROPOSED = | 872 SFT |
| TOTAL = | 56,730 SFT |

SQUARE FEET OF USABLE AREA:

| | |
|---|---|
| EXISTING = | 44,687 SFT |
| PROPOSED = | 872 SFT |
| TOTAL = | 45,559 SFT |

SQUARE FEET OF IMPERVIOUS AREAS:

| | |
|---|---|
| EXISTING = | 167,611 SFT |
| PROPOSED = | -521 SFT |
| TOTAL = | 167,090 SFT |

PARKING SUMMARY

PARKING REQUIREMENTS IN ACCORDANCE WITH ALLENDALE TOWNSHIP'S ARTICLE 21 PARKING AND LOADING REGULATIONS, UPDATED SEPTEMBER 7, 2013

EXISTING PARKING = 110 SPACES

NECESSARY PARKING WITH WEST WING EXPANSION:
EXISTING GYM (ASSEMBLY HALL) = 2 SPACES PER 5 SEATS ON THE BENCH = 197 SEATS / 5 SEATS / 2 SPACES = 79 SPACES
EXISTING EMPLOYEES = 47 EMPLOYEES (INCLUDING PART TIME) AT 1 SPACE PER 2 EMPLOYEES = 24 SPACES

TOTAL SPACES AVAILABLE = 110 SPACES
TOTAL SPACES REQUIRED = 103 SPACES

NOTE: SHARED PARKING ARRANGEMENTS WILL BE REVIEWED AS NECESSARY WITH THE FUTURE GYM EXPANSION.


HOLLAND ENGINEERING
220 Hoover Boulevard
Holland, Michigan 49423-2306
www.hollandengineering.com
T 616-392-5938 F 616-392-2116



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


LAKEWOOD CONSTRUCTION

ATTN: MR. Marcel Vander Laan
11253 James Street
Holland, MI 49424

2023 ACS EXPANSION
11050 64TH AVENUE
ALLENDALE, MICHIGAN 49401

PT. OF THE NW 1/4 SEC. 26 T7N, R14W
ALLENDALE TWP, OTTAWA CO., MI

Issued for:

| No. | Date | Description |
|---|---|---|
| A | 02/01/2023 | TOWNSHIP PRELIMINARY REVIEW |

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager
REBECCA K. PAGE, P.E.

| Vertical Datum | Horz. Datum |
|---|---|
| LOCAL | LOCAL |

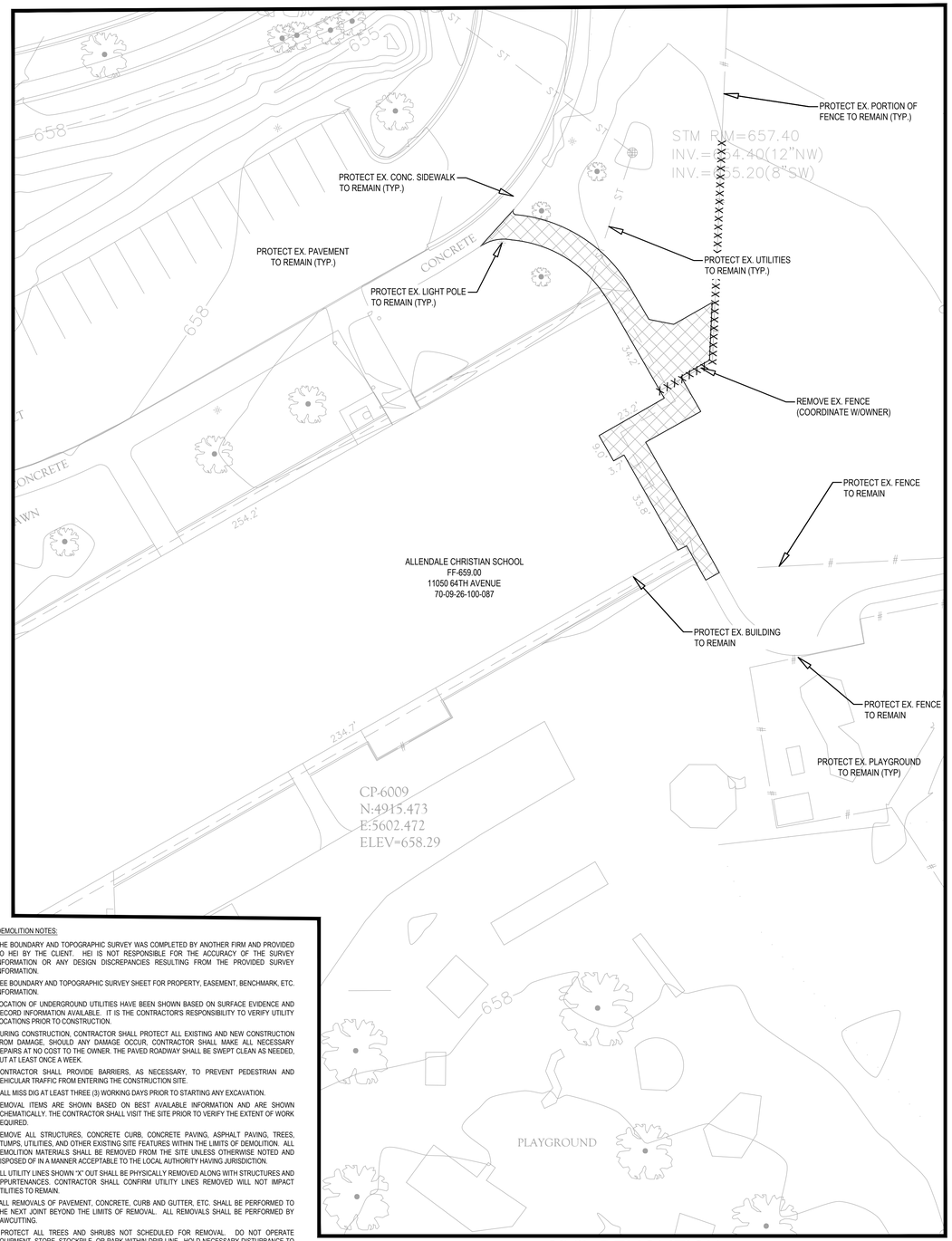
Drawn by
JOSHUA DEYOUNG, P.E.

| Checked by | | Date |
|---|---|---|
| Survey | . | . |
| Civil | . | . |
| Struc. | . | . |
| L. A. | . | . |

HEI Project Number
23-01-007

Sheet Title
SITE LAYOUT PLAN

Sheet No.
C-100




CIVIL DEMOLITION NOTES:

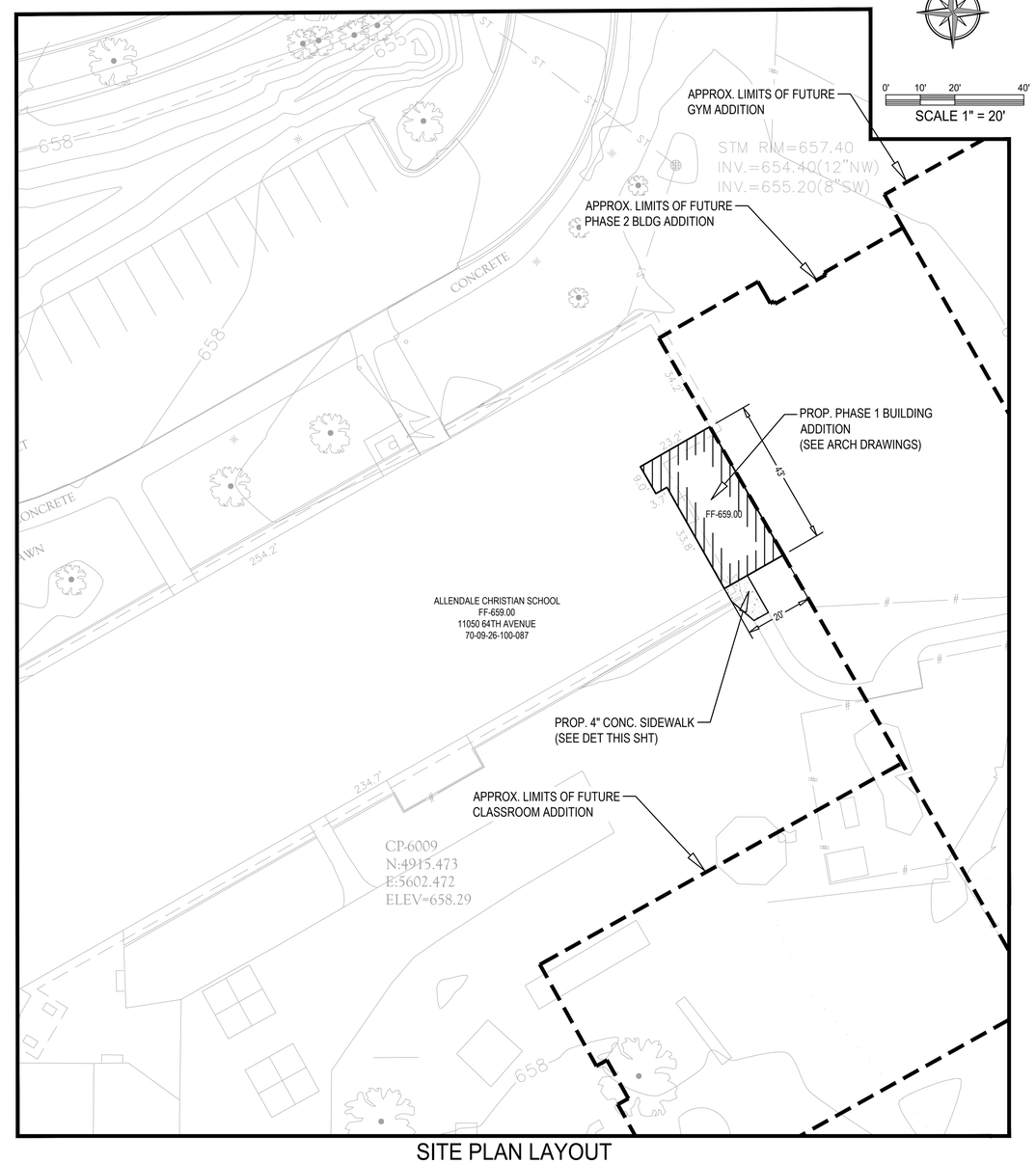
1. THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
2. SEE BOUNDARY AND TOPOGRAPHIC SURVEY SHEET FOR PROPERTY, EASEMENT, BENCHMARK, ETC. INFORMATION.
3. LOCATION OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON SURFACE EVIDENCE AND RECORD INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
4. DURING CONSTRUCTION, CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER. THE PAVED ROADWAY SHALL BE SWEPT CLEAN AS NEEDED, BUT AT LEAST ONCE A WEEK.
5. CONTRACTOR SHALL PROVIDE BARRIERS, AS NECESSARY, TO PREVENT PEDESTRIAN AND VEHICULAR TRAFFIC FROM ENTERING THE CONSTRUCTION SITE.
6. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
7. REMOVAL ITEMS ARE SHOWN BASED ON BEST AVAILABLE INFORMATION AND ARE SHOWN SCHEMATICALLY. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO VERIFY THE EXTENT OF WORK REQUIRED.
8. REMOVE ALL STRUCTURES, CONCRETE CURB, CONCRETE PAVING, ASPHALT PAVING, TREES, STUMPS, UTILITIES, AND OTHER EXISTING SITE FEATURES WITHIN THE LIMITS OF DEMOLITION. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE NOTED AND DISPOSED OF IN A MANNER ACCEPTABLE TO THE LOCAL AUTHORITY HAVING JURISDICTION.
9. ALL UTILITY LINES SHOWN "X" OUT SHALL BE PHYSICALLY REMOVED ALONG WITH STRUCTURES AND APPURTENANCES. CONTRACTOR SHALL CONFIRM UTILITY LINES REMOVED WILL NOT IMPACT UTILITIES TO REMAIN.
10. ALL REMOVALS OF PAVEMENT, CONCRETE, CURB AND GUTTER, ETC. SHALL BE PERFORMED TO THE NEXT JOINT BEYOND THE LIMITS OF REMOVAL. ALL REMOVALS SHALL BE PERFORMED BY SAWCUTTING.
11. PROTECT ALL TREES AND SHRUBS NOT SCHEDULED FOR REMOVAL. DO NOT OPERATE EQUIPMENT, STORE, STOCKPILE, OR PARK WITHIN DRIP LINE. HOLD NECESSARY DISTURBANCE TO A MINIMUM.
12. ALL TREE STUMPS SHALL BE REMOVED TO BELOW GRADE BY EITHER GRINDING OR COMPLETE REMOVAL IN ALL CASES NO WOODCHIPS AND/OR STUMPS SHALL BE LEFT IN PLACE.
13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL UTILITIES REMOVALS WITH PROPERTY OWNER AND UTILITY PROVIDER.
14. ALL WORK IN ROAD RIGHTS OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH MDOT, OTTAWA COUNTY ROAD COMMISSION, AND ALLENDALE TOWNSHIP.
15. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

CIVIL DEMOLITION

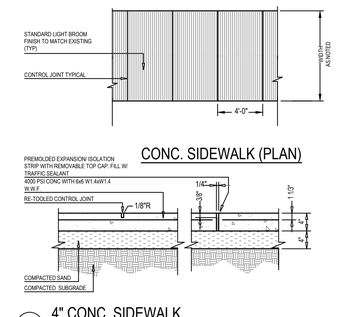
## REMOVAL LEGEND

CONCRETE REMOVAL

XXXXXXX FENCE REMOVAL




SITE PLAN LAYOUT




CONC. SIDEWALK (PLAN)

4" CONC. SIDEWALK

LAYOUT & UTILITY NOTES:

1. THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
2. SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
4. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
5. CONTRACTOR SHALL CONTACT ENGINEER IF ANY DISCREPANCIES ARE DETERMINED BETWEEN SITE LAYOUT DIMENSIONS AND ACTUAL SITE CONDITIONS.
6. COORDINATE ALL UTILITY CONSTRUCTION WITH UTILITY PROVIDER, AS REQUIRED.
7. CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
8. SITE CONTRACTOR RESPONSIBLE TO CONNECT EXISTING AND PROPOSED BUILDING TO WATER SERVICE AND SANITARY SEWER LATERAL, REFER TO PLUMBING PLANS FOR CONNECTION LOCATION AND DETAILS.
9. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS. BUILDING SHALL BE STAKED BASED ON FOUNDATION PLAN. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE DISCREPANCIES BETWEEN THE BUILDING AND SITE DRAWINGS.
10. CONTRACTOR SHALL BE RESPONSIBLE TO MEETING THE STANDARDS AND REQUIREMENTS OF THE LOCAL NOISE ORDINANCE FOR ALL CONSTRUCTION PRACTICES.
11. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.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220 Hoover Boulevard
Holland, Michigan 49423-7756
www.hollandengineering.com
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ALLENDALE TWP, OTTAWA CO., MI

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| 02/01/2023 | TOWNSHIP PRELIMINARY REVIEW | A |

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager: REBECCA K. PAGE, P.E.

| Vertical Datum | Horz. Datum |
|---|---|
| LOCAL | LOCAL |

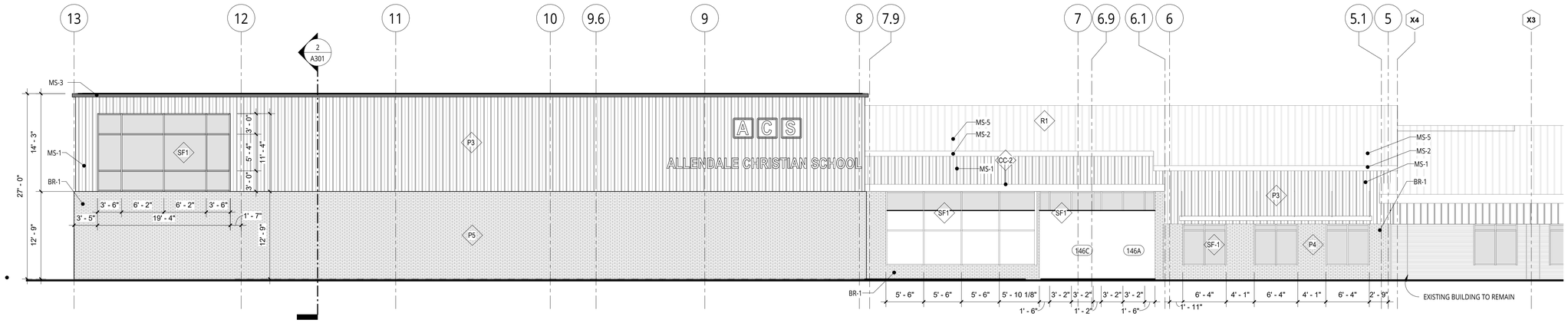
Drawn by: JOSHUA DEYOUNG, P.E.

| Checked by | | Date |
|---|---|---|
| Survey | . | . |
| Civil | . | . |
| Struc. | . | . |
| L. A. | . | . |

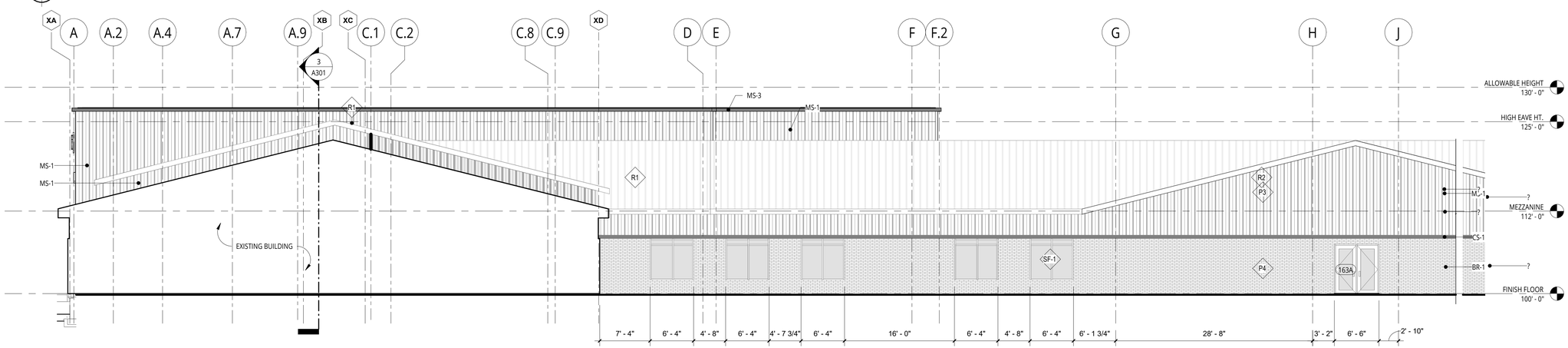
HEI Project Number: 23-01-007

Sheet Title: CIVIL DEMO & SITE PLAN LAYOUT

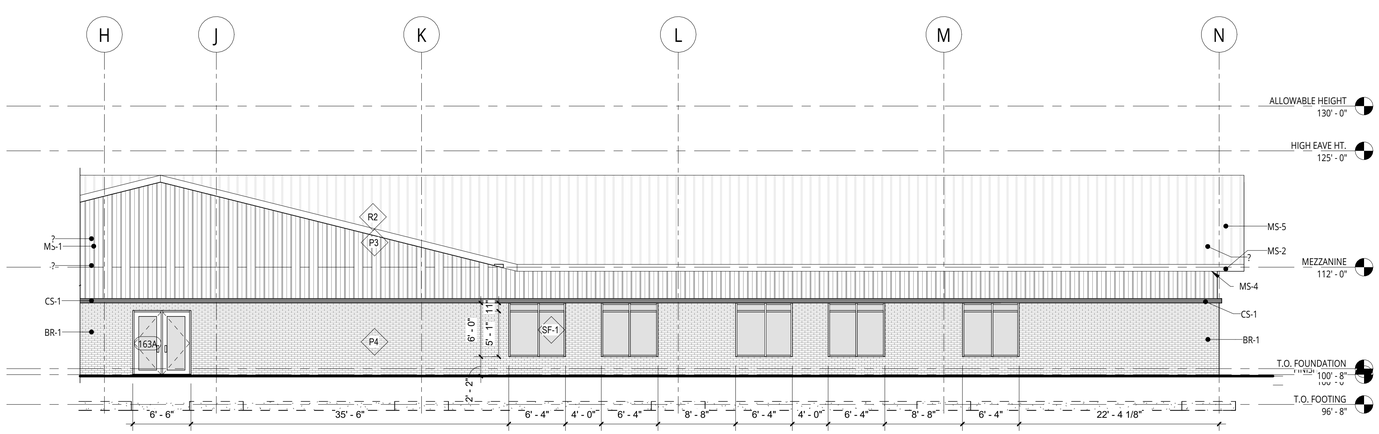
Sheet No. C-101




1 A111 A201 **NORTH ELEVATION**
1/8" = 1'-0"




4 A111 A201 **WEST ELEVATION**
1/8" = 1'-0"




2 A201 **WEST ELEVATION CONTINUED**
1/8" = 1'-0"

## ELEVATION NOTES

1 SUBCONTRATOR TO FIELD VERIFY BUILDING HEIGHTS AND ENVELOPE LIMITS. INFORM ARCHITECT OF ANY DISCREPANCIES.

2 ALL EXPOSED MECHANICAL AND PLUMBING VENT LOCATIONS TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION. COLOR TO MATCH ADJACENT MATERIALS, OR BE PAINTED TO MATCH. CONFIRM COLOR WITH ARCHITECT.

3 REFER TO EXTERIOR FINISH SCHEDULE AND PROJECT SPECIFICATIONS FOR ALL EXTERIOR INFORMATION.

## EXTERIOR FINISH SCHEDULE

| TAG | DESCRIPTION | SPEC SECTION | MANUFACTURER | FINISH / COLOR |
|---|---|---|---|---|
| STORE FRONT | | | | |
| SF-1 | ALUMINUM STORE FRONT WINDOWS | 08 51 13 | AS SELECTED BY CONTRACTOR | ANODIZED ALUMINUM |
| CANOPY | | | | |
| CC-1 | MAPES CANOPY | 10 00 00 | MAPES ARCHITECTURAL CANOPIES OR EQUAL | TBD |
| CC-2 | CUSTOM CANOPY | 10 00 00 | AS SELECTED BY CONTRACTOR | TBD |
| CAST STONE | | | | |
| CS -1 | CAST STONE | 04 00 00 | AS SELECTED BY CONTRACTOR | MATCH EXISTING |
| METAL SIDING | | | | |
| MS-1 | METAL SIDING | 13 34 19 | PRE-ENGINEERED BUILDING SUPPLIER | MATCH EXISTING |
| MS-2 | METAL FACIA | 13 34 19 | PRE-ENGINEERED BUILDING SUPPLIER | MATCH EXISTING |
| MS-3 | METAL CAP FLASHING | 13 34 19 | PRE-ENGINEERED BUILDING SUPPLIER | TBD |
| MS-4 | METAL SOFFIT | 13 34 19 | PRE-ENGINEERED BUILDING SUPPLIER | MATCH EXISTING |
| MS-5 | STANDING SEAM ROOF | 13 34 19 | PRE-ENGINEERED BUILDING SUPPLIER | MATCH EXISTING |
| BRICK | | | | |
| BR-1 | FACE BRICK | 04 00 00 | AS SELECTED BY CONTRACTOR | MATCH EXISTING |

LAKEWOOD CONSTRUCTION
Holland, MI | 616.392.6923 | www.lakewoodinc.com

# ALLENDALE CHRISTIAN SCHOOL
ELEMENTARY & GYM ADDITION
11050 64TH AVE., ALLENDALE, MI 49401

NOT FOR CONSTRUCTION

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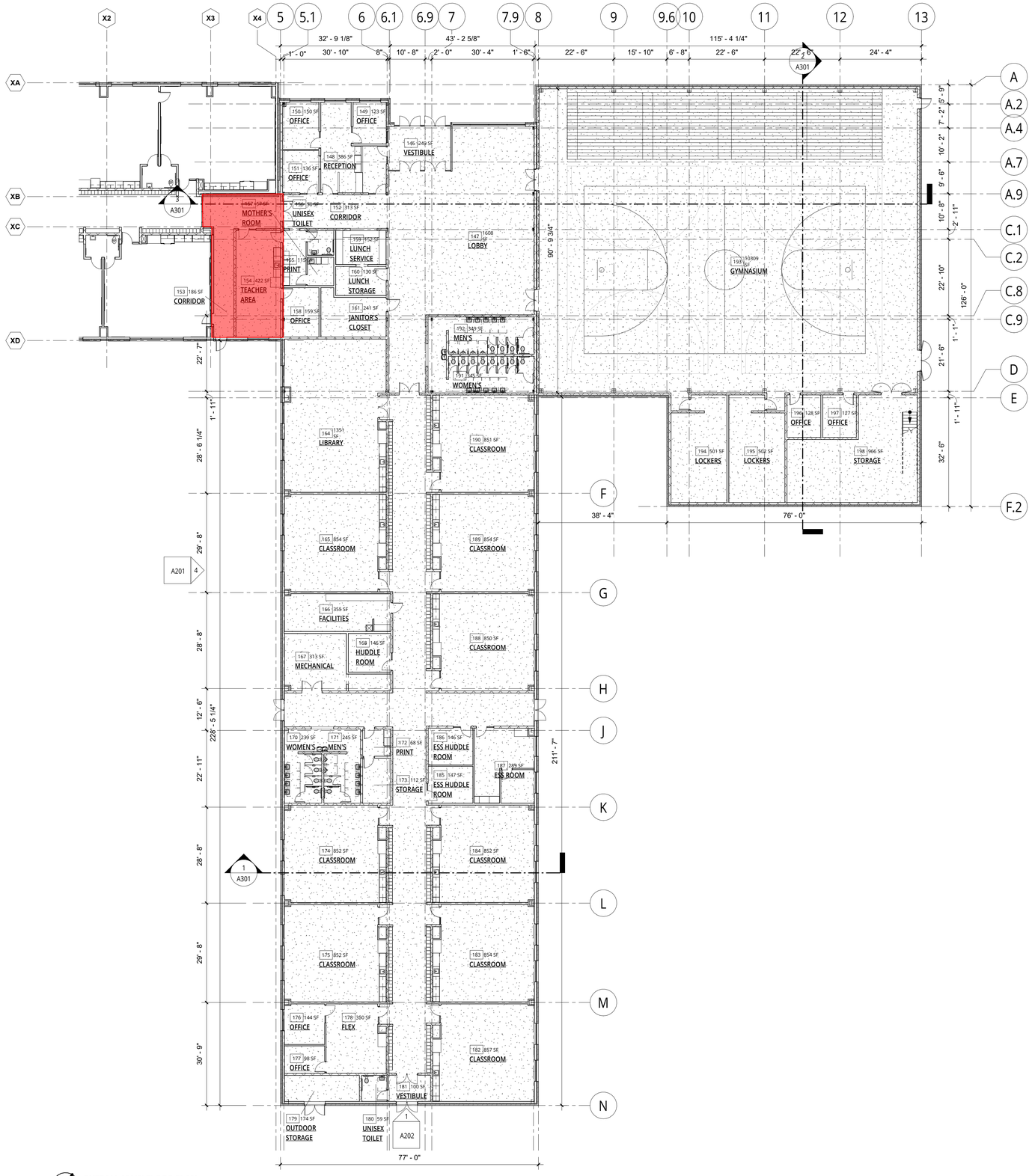
**ISSUE DATE:**
**11.30.2022**

**REVISIONS:**
11.30.2022
SCHEMATIC DESIGN SET

**PROJECT NO:** 22955
**DRAWN BY:** SK
**REVIEWED BY:** MN
**SHEET NAME:** EXTERIOR ELEVATIONS
**SHEET NO:** A201




**OVERALL MAIN FLOOR PLAN**
1/16" = 1'-0"

## FLOOR PLAN NOTES

1 ALL CONSTRUCTION TO MEET APPLICABLE LOCAL, STATE, AND NATIONAL CODES.

2 SUBCONTRACTORS TO REVIEW ALL CIVIL, STRUCTURAL, ARCHITECTURAL & DESIGN BUILD DRAWINGS TO COORDINATE THEIR WORK. NOTIFY ARCHITECT WITH ANY POTENTIAL CONFLICTS.

3 ALL DIMENSIONS ARE TO GRIDS, FINISH FACE OF DRYWALL OR FACE OF FOUNDATION AT EXTERIOR WALLS.

4 SUBCONTRACTOR TO USE CARE IN ALL AIRSEALING AND INSULATION DETAILS. SEE TYPICAL DETAILS FOR FURTHER INFORMATION.

5 SUBCONTRACTORS ARE TO VERIFY AND CHECK ALL DIMENSIONS BEFORE WORK IS STARTED.

6 SUBCONTRACTORS WHO FAIL TO VERIFY, REVIEW, AND COORDINATE WORK SHALL TAKE FULL RESPONSIBILITY OF ANY WORK IMPROPERLY CONSTRUCTED OR LOCATED.

7 SUBCONTRACTORS SHALL NOTIFY ARCHITECT IF DIMENSIONAL ERRORS OR STRUCTURAL CONFLICTS OCCUR; AND SHALL PROCEED UPON CLARIFICATION OR REVISION ISSUED BY ARCHITECT.

8 VERIFY ALL ELECTRICAL, MECHANICAL AND PLUMBING REQUIREMENTS BEFORE FRAMING.

9 ELECTRICAL, MECHANICAL AND PLUMBING SYSTEMS ARE DESIGN BUILD BY OTHERS. ARCHITECT TO REVIEW FINAL SUBMITTAL FOR APPROVAL.

10 ARCHITECT TO COORDINATE DESIGNS BY OTHERS WITH ARCHITECTURAL DRAWINGS.

11 SUBCONTRACTORS TO VERIFY ALL ROUGH OPENINGS WITH PRODUCT SUPPLIERS.

12 TRANSITION LINES OF DIFFERING FLOOR MATERIALS SHALL OCCUR AT CENTERLINE OF CLOSED DOOR.

13 UNLESS NOTED, ALL DOOR FRAMES TO BE 4" FROM ADJACENT FINISHED WALL AT HINGE, OR BE COORDINATED WITH DOOR FRAME SIZE.

14 PROVIDE CONTROL JOINTS IN GYP. WALLBOARD AS RECOMMENDED BY WALLBOARD MANUFACTURER. COORDINATE LOCATION WITH ARCHITECT (APPROX. 30'). SUBMITTAL REQUIRED

15 SLOPE ALL EXTERIOR CONCRETE MIN. 1/8"/ FOOT AWAY FROM BUILDING.

16 FIELD VERIFY LOCATIONS OF ALL DOWNSPOUTS (INTERNAL OR EXTERNAL)

17 SUBCONTRACTOR TO PROVIDE 2X6 MINIMUM BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRICAL UNITS, MILLWORK, COAT HOOKS, MEDIA EQUIPMENT, HARDWARE, OVERHEAD DOORS, DOCK LEVELER CONTROLS, FIRE EXIT, FIRE EXTINGUISHERS, DOCK SEALS, AND OTHER ITEMS AS REQUIRED. IF BLOCKING IS BURIED IN WALL FOR FUTURE USE, PHOTOGRAPHS AND DRAWINGS OF THE EXISTING CONDITIONS WILL BE GIVEN TO OWNER FOR FUTURE REFERENCE.

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**PROJECT NO:** 22955
**DRAWN BY:** SK
**REVIEWED BY:** MN
**SHEET NAME:** OVERALL ADDITION PLAN
**SHEET NO:** A112

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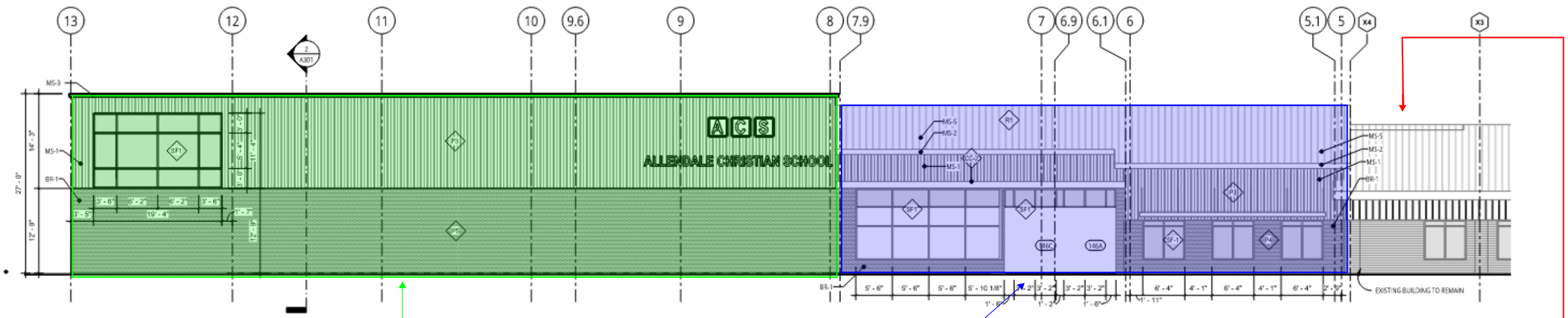
12/1/2022 10:47:41 AM 22955 A112 OVERALL ADDITION PLAN

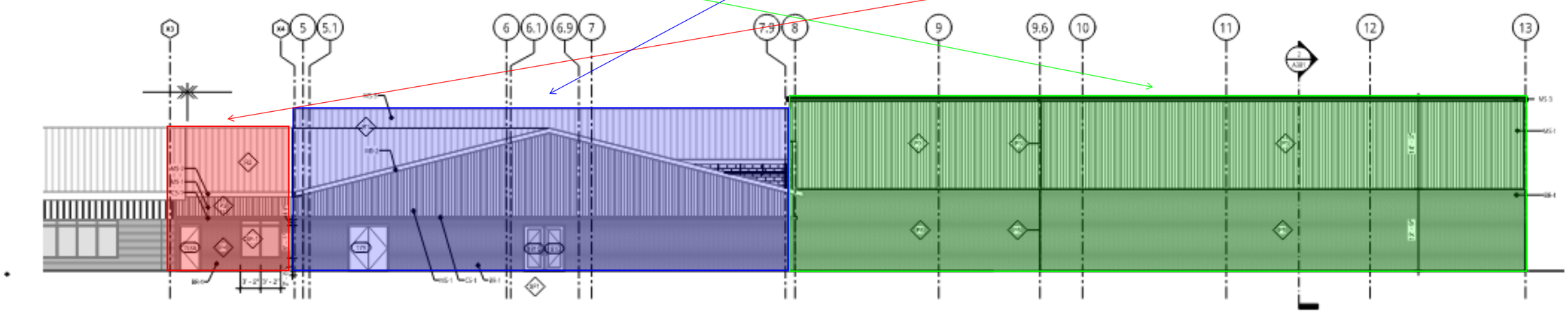



1 NORTH ELEVATION

Summer 2025

Summer 2024

Summer 2023



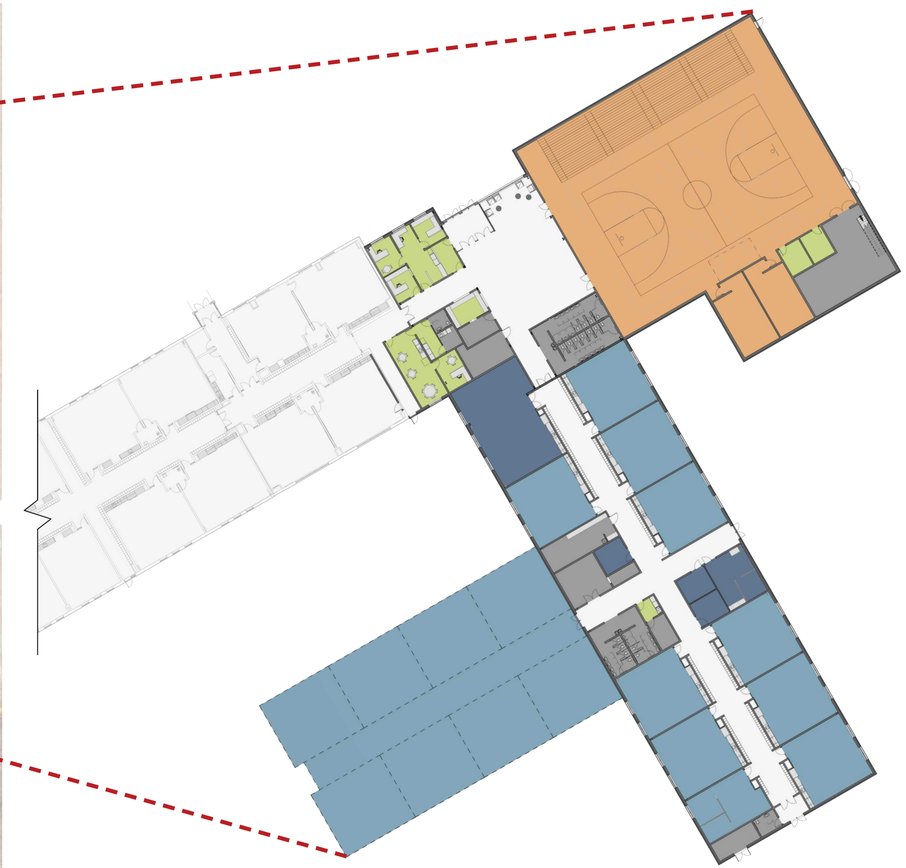
1 SOUTH ELEVATION

# Allendale Christian School

**Academically Prepared  Called to Service  Spiritually Equipped**

I have no greater joy than to hear that my children are walking in the truth.

3 John 1:4



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