Agenda for the
Allendale Charter Township Board Meeting
Monday, August 10, 2026, 6:00 p.m.

Members Present:
Members Absent:
Guests Present:

Meeting called to order

- Invocation given by Mikal MacDonald
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
  - Approval of the July 27, 2026, Regular Board Meeting Minutes
  - Bills
  - Interim Payments
- For information
  - July Fire Department Report
- Public Hearings
  - Springfield Crossings PUD
- Public Comments
- Guest Speakers
- Action Items
  - Allendale Public School Foundation Non-Profit Status Recognition
  - Chamber of Commerce: Liquor License Application for M45 Fall Festival
  - Ordinance 2026-09: Zoning Text and Map Amendment
  - Ordinance 2026-10: Subdivision of Land Text Amendment
  - Ordinance 2026-11- First Reading: Zoning Map Amendment Ordinance Springfield Crossings Planned Unit Development
- Discussion Items
- Public Comments
- Board Comments
- Adjournment

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PROPOSED
PROCEEDINGS OF THE ALLENDALE TOWNSHIP
BOARD OF TRUSTEES
JULY SESSION 2nd DAY

The Allendale Township Board of Trustees met at the Allendale Township Fire Department, located at 6660 Lake Michigan Drive, on Monday, July 27, 2026, at 6:00 p.m. and was called to order at 6:00 p.m. by Mr. Elenbaas.

Present at Roll Call: Mr. MacDonald; Mr. Elenbaas; Ms. Hansen; Mr. Zeinstra; Ms. Schuitema; and Mr. Smit (6)

Absent at Roll Call: Mr. Vander Wall (1)

Staff and Guests Present: Bob Sullivan, Legal Counsel; Chief Mike Keefe, Fire Department; Doug Anderson, Fire Department; Troy Teller, Fire Department; James Looks, Fire Department; Ryan Luyk, Fire Department; Abigail Holland, Fire Department; Joseph Flagstadt, Fire Department; Dominic Grabinski, Fire Department; Susan Grabinski; Brian Sapita; and Mitch Johnson.

Mr. MacDonald pronounced the invocation.

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

BOT 26-109 Mr. MacDonald with support from Mr. Zeinstra moved to approve the agenda of today as presented. The motion passed.

BOT 26-110 Mr. Smit with support from Ms. Schuitema moved to approve the following Consent Resolutions:

1. To approve the Minutes of the July 13, 2026, Board of Trustees meeting as presented.

2. To approve the general claims in the amount of $1,402,008.00 and interim payments of $156,053.82, as presented by the summary report for July 27, 2026.

The motion passed.

Items Received for Information- None

Public Hearings- None

Public Comments

Comments were received from:

1. Mitch Johnson, Allendale, Mi.

BOT 26-111 Mr. Elenbaas with support from Mr. Zeinstra moved to close public comment. The motion passed.

Guest Speakers

Chief Mike Keefe introduced Dominic Grabinski. He informed the board and guests that he has completed all the requirements and necessary training to be promoted to Fire Fighter. Clerk Jody Hansen gave Dominic Grabinski the official Fire Fighter oath. A presentation of the pinning of the badge was conducted. Congratulations were given.

Action Items

BOT 26-112 Ms. Schuitema with support from Mr. Zeinstra moved to approve and authorize the Clerk and/or Supervisor to finalize and sign the Comcast Franchise Agreement. The motion passed.

BOT 26-113 Mr. Smit with support from Mr. MacDonald moved to approve and authorize the Clerk and/or Supervisor to finalize and sign the Memorandum of Understanding for the Transmission Watermain Between Allendale Charter Township and the City of Coopersville. The motion passed.

BOT 26-114 Mr. Elenbaas introduced Ordinance 2026-09: Zoning Text and Map Amendment Ordinance; this ordinance will add Section 470-3.14O3 – Condominium Project Approval to require an applicant to demonstrate that sidewalks, pathways, and other dedicated pedestrian areas are not impeded; add Section 470-3.19 – Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions to impose a temporary moratorium on the acceptance and/or processing of any applications for data centers, battery storage facilities, large scale solar farms, and wind farms, as well as set an expiration for the moratorium and the ability to extend the moratorium; amend Section 470-4.01M – Zoning Districts to strike "Light;" amend Section 470-4.01N – Zoning Districts to add Town Center Overlay District Regulations; amend Section 470-5.03 – Uses Requiring Special Approval to amend subsection U, and add subsections V, W, and X to list certain special uses; amend Section 470-7.03 – Uses Requiring Special Approval to add subsection G for Bed and Breakfast Establishments; add Section 470-12.05D – Development Requirements for All PUD's to require an applicant to demonstrate that sidewalks, pathways, and other dedicated pedestrian areas are not impeded; amend Section 470-12.11 – Existing Approved PUD's to allow for additional property to be added to an existing PUD without meeting all of the requirements and procedures of Article 12 when requested by the Township, Ottawa County, or other State or Federal regulatory agency to conform with purposes of the public good, and will allow the Township Board to determine the extent of enlargement that is subject to the exemption; amend Section 470-14.03 – Uses Requiring Special Approval to add subsection S for Outdoor Venues; amend Section 470-16.03 – Uses Requiring Special Approval to add subsection T for Outdoor Venues; add Article 17 – Town Center Overlay District by creating a description and purpose to design a centralized mix of commercial and residential uses in a downtown setting, an applicability section to serve as an overlay and not replace the range of uses in the underlying districts, relevant definitions, and site development standards specific to stories, yards, facades, public amenities, first floor prohibitions, signage, landscaping, outdoor storage, parking, alleys, courtyards, waste disposal services, road extensions, utilities, and public improvements; amend Section 470-23.12(A)(9) – General Provisions to reduce the average area of a lot to 1.5 acres; amend Section 470-23.12(C) – AG Agricultural and Rural Zoning District to establish minimum construction requirements for private roads depending on the number of dwellings and to require minimums for a dead end and; amend Section 470-23.22A – Outdoor Wood Boilers be striking the prohibition of an Outdoor Wood Boiler within a commercially or industrially zoned or used properties; amend Section 470-23.22B – Outdoor Wood Boilers by requiring a an Outdoor Wood Boiler to contain a certain smoke stack, chimney, or exhaust pipe height and setback for commercially or industrially zoned or used properties; add Section 470-23.26 – Tiny Home Developments to permit developments containing tiny homes, establish the district in which they are allowed, create minimum area regulations, provisions for accessory structures, deed restrictions, prohibition of rentals and other attributes, shipping container limitations, and require connection to public water, to Chapter 470 of the Allendale Charter Township Code of Ordinances; The Zoning Map Amendment will amend certain property in the Township to include the TC Town Center Overlay District; for its first reading.

BOT 26-115 Mr. Elenbaas introduced Ordinance 2026-10: Subdivision of Land Amendment Ordinance, this ordinance will amend Section 405-23A by adding subsection (14) to require an applicant to demonstrate that sidewalks, pathways, and other dedicated pedestrian areas are not impeded; for its first reading.

Discussion Items- None

Public Comments- None

BOT 26-116 Mr. Elenbaas with support from Mr. MacDonald moved to close public comment. The motion passed.

Board Comments

Mr. MacDonald provided an update on Zeeland Township PA 233 court proceedings.

Ms. Hansen provided an update on Early Voting, which started on July 25, 2026.

BOT 26-117 Mr. Smit, with support from Ms. Schuitema moved to adjourn the meeting at 6:29 p.m. The motion passed.

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Jody L. Hansen, Clerk	Adam Elenbaas, Supervisor
Of the Township of Allendale	Of the Township of Allendale

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000 REVENUE					
101-000.000-222.000	Due To County	OTTAWA COUNTY TREASURER	MOBILE HOMES TAX - JULY	254.50	
101-000.000-222.000	Due To County	OTTAWA COUNTY TREASURER	DOG LICENSES - JULY	213.00	
101-000.000-225.000	Due To Schools	OTTAWA COUNTY TREASURER	MOBILE HOMES TAX - JULY	1,018.00	
101-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE - JULY	428.25	
101-000.000-266.000	WAGE GARNISHMENT PAYABLE	MICHIGAN STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT - 4 PAYMEN	8.28	
101-000.000-284.249	GREAT LAKES TREE SERVICE	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	14.00	
101-000.000-284.259	SPRINFIELD NORTH 2	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	392.00	
101-000.000-284.259	SPRINFIELD NORTH 2	SCHOLTEN FANT	ATTORNEY SERVICES - JUNE	195.00	
101-000.000-284.273	DEWPOINT WEST 5	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	140.00	
101-000.000-284.274	40TH GRAVEL PIT	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - 40TH AVE SAND MINE	376.00	
101-000.000-284.274	40TH GRAVEL PIT	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	420.00	
101-000.000-284.275	EMERALD SPRINGS PUD #3	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	42.00	
101-000.000-613.000	MISC INCOME	ANN BATES	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	ELIZABETH SZYMANSKI	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	GARRY SCHOLTEN	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	JON CURRIER	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	MICHAEL CAREY	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	RYAN VANDERPLOEG	RETURN OF DENTAL DEDUCTIBLE	150.00	
101-000.000-613.000	MISC INCOME	SHELLY KOWALCZYK	RETURN OF DENTAL DEDUCTIBLE	50.00	
101-000.000-613.000	MISC INCOME	ZACHARY FIELDS	RETURN OF DENTAL DEDUCTIBLE	50.00	
		Total For Dept 000.000 REVENUE		4,001.03	
Dept 171.000 Supervisor					
101-171.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	40.72	
		Total For Dept 171.000 Supervisor		40.72	
Dept 191.000 FINANCE/ACCT					
101-191.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	TONER CARTRIDGE	47.69	
		Total For Dept 191.000 FINANCE/ACCT		47.69	
Dept 209.000 EMPLOYEE INSURANCES					
101-209.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	556.47	
		Total For Dept 209.000 EMPLOYEE INSURANCES		556.47	
Dept 215.000 CLERK					
101-215.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	PHONE CASE	28.99	
101-215.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	81.44	
		Total For Dept 215.000 CLERK		110.43	
Dept 248.000 ADMINISTRATION					
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	TRASH BINS & BANKER BOXES	74.70	
101-248.000-732.000	SUPPLIES	CREATIVE IMAGE DESIGNERS	BUSINESS CARDS - BLYTHIN	37.99	
101-248.000-802.000	Contracted Services	PITNEY BOWES INC	POSTAGE METER RENTAL @ 04/18/26 - 07/	153.00	
101-248.000-802.000	Contracted Services	WEST MICHIGAN DOCUMENT S	SECURE SHREDDING SERVICE/PURGE @ 07/2	110.00	
101-248.000-900.000	PRINTING, PUBLISHING, & POSTAGE	PITNEY BOWES BANK INC PU	POSTAGE METER REFILL	502.25	
		Total For Dept 248.000 ADMINISTRATION		877.94	
Dept 262.000 ELECTIONS					
101-262.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	INK CARTRIDGES	131.67	
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	BALLOTS @ 07/13/26 - 07/17/26	6.02	
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	BALLOTS @ 07/20/26 - 07/24/26	6.17	
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	SPECTRUM PRINTERS INC	TEST BALLOTS (5)	540.58	
101-262.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	WIRELESS MOUSE	22.19	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 262.000 ELECTIONS					
		Total For Dept 262.000 ELECTIONS		706.63	
Dept 265.000 BUILDING & GROUNDS					
101-265.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	1,096.76	
101-265.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY 23 & 30, 2	88.68	
101-265.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	MIRAKI MODEM & CELL PHONE CHARGES - J	12.08	
101-265.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	41.00	
101-265.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	919.92	
101-265.000-930.000	Maintenance	ALLENDALE ACE HOME CENTE	MAINTENANCE SUPPLIES - TWP HALL	66.48	
101-265.000-930.000	Maintenance	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ LAKE MICH	187.18	
101-265.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	210.94	
		Total For Dept 265.000 BUILDING & GROUNDS		2,623.04	
Dept 266.000 ATTORNEY					
101-266.000-802.000	Contracted Services	SCHOLTEN FANT	ATTORNEY SERVICES - JUNE	2,410.00	
		Total For Dept 266.000 ATTORNEY		2,410.00	
Dept 336.000 FIRE DEPT					
101-336.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	38.07	
101-336.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	1,152.67	
101-336.000-732.000	SUPPLIES	PACK ROOM LLC	SHIPPING COSTS	23.43	
101-336.000-802.000	Contracted Services	AT&T MOBILITY	FIRSTNET MOBILE UNIT IPADS - JULY	154.92	
101-336.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY 23 & 30, 2	38.88	
101-336.000-802.000	Contracted Services	ENGINEERED PROTECTION SY	NOTIFIER SYSTEM MONITORING @ 08/01/26	327.84	
101-336.000-802.000	Contracted Services	KUSTOM DEZINS LLC	T-SHIRTS; POLOS W/ PATCHES; JOB SHIRT	1,494.00	
101-336.000-802.000	Contracted Services	KUSTOM DEZINS LLC	APPAREL WITH NAMES	465.00	
101-336.000-802.000	Contracted Services	NYE UNIFORM COMPANY	UNIFORMS	249.00	
101-336.000-802.000	Contracted Services	NYE UNIFORM COMPANY	PATROL CLASS B PANT	100.00	
101-336.000-802.000	Contracted Services	OTTAWA MEDICAL CONTROL B	ANNUAL DUES	200.00	
101-336.000-802.000	Contracted Services	STRYKER SALES LLC	ANNUAL PROCARE SERVICE CONTRACT	1,601.10	
101-336.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	50.49	
101-336.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	284.02	
101-336.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - FIRE DEPT	1,376.61	
101-336.000-930.000	Maintenance	FIRE FIGHTER SALES & SER	EXTINGUISHERS INSPECTIONS @ FIRE DEPT	348.00	
101-336.000-935.000	Truck Maintenance	KLEYN MOBILE REPAIR LLC	REAR EO SEAT HAS ISSUE WITH TENSION-E	442.77	
101-336.000-955.000	Miscellaneous	ALLENDALE ACE HOME CENTE	SUPPLIES	71.95	
101-336.000-955.000	Miscellaneous	VERIZON WIRELESS	MIRAKI MODEM & CELL PHONE CHARGES - J	6.04	
101-336.000-972.000	EQUIPMENT REPLACEMENT	ALLENDALE ACE HOME CENTE	SUPPLIES	142.93	
		Total For Dept 336.000 FIRE DEPT		8,567.72	
Dept 449.000 HIGHWAY-M45					
101-449.000-930.000	Maintenance	REINDERS, INC	ROTORS & NOZZLES W/ SCREENS	546.40	
101-449.000-930.050	Irrigation Maintenance	ALLENDALE ACE HOME CENTE	MAINTENANCE SUPPLIES - TWP HALL	53.71	
		Total For Dept 449.000 HIGHWAY-M45		600.11	
Dept 567.000 CEMETERY					
101-567.000-930.000	Maintenance	ALLENDALE ACE HOME CENTE	MAINTENANCE SUPPLIES - TWP HALL	49.90	
		Total For Dept 567.000 CEMETERY		49.90	
Dept 701.000 PLANNING & ZONING					
101-701.000-802.000	Contracted Services	FRESH COAST PLANNING LLC	PLANNING SERVICES - JULY	1,308.00	
101-701.000-900.000	PRINTING, PUBLISHING, & POSTAGE	GENERAL CODE LLC	ZONING PAGES	575.00	
		Total For Dept 701.000 PLANNING & ZONING		1,883.00	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 751.000 RECREATION AND PARKS					
101-751.000-930.000	Maintenance	AMAZON CAPITAL SERVICES	PICKLEBALL NET & INSULATION WORK GLOV	164.34	
101-751.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	205.92	
		Total For Dept 751.000 RECREATION AND PARKS		370.26	
Dept 790.000 LIBRARY					
101-790.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	480.44	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	SWITCH GAME	42.13	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	CHARGING CABLE	6.94	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOKS ON CD	95.94	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOKS ON CD	45.95	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVD & CD COLLECTION	44.94	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVD & CD COLLECTION	125.10	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	43.27	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK REQUEST	46.88	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	18.06	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK REQUEST	44.41	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK REQUESTS	54.23	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	48.94	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	55.23	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	19.25	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	16.49	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	73.46	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	121.22	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	54.11	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	53.90	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK RETURN	(11.39)	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK RETURN	(15.94)	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT RETURN CREDIT	(11.39)	
101-790.000-732.000-BOOKSX	SUPPLIES	GALE/CENGAGE LEARNING IN	LARGE PRINT COLLECTION	32.80	
101-790.000-732.000-BOOKSX	SUPPLIES	MICROMARKETING LLC	ADULT COLLECTION	24.00	
101-790.000-732.000-BOOKSX	SUPPLIES	MICROMARKETING LLC	ADULT COLLECTION	94.20	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH RETURN CREDIT	(12.74)	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	21.50	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	31.99	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	81.66	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	9.74	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	12.34	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	7.98	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	6.85	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	57.98	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	24.68	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH BOOK RETURN CREDIT	(31.99)	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	38.97	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	25.99	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	20.89	
101-790.000-732.000-CHILDB	SUPPLIES	GALE/CENGAGE LEARNING IN	YOUNG ADULT LARGE PRINT	22.50	
101-790.000-732.000-CHILDB	SUPPLIES	GEORGETOWN TOWNSHIP LIB	LOST & PAID - YOUTH BOOK REPLACEMENTS	52.98	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	PAPER TOWELS	19.42	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	PRINTER PAPER & CLEANING SUPPLIES	58.71	
101-790.000-732.000-GENSUP	SUPPLIES	LAKELAND LIBRARY COOPERA	SINGLE BARCODE LABELS	70.45	
101-790.000-802.000-DIGITA	Contracted Services	MIDWEST TAPE LLC	HOOPLA CHARGES - JULY	1,699.55	
101-790.000-802.000-HOTSPO	Contracted Services	T-MOBILE	WIFI WIRELESS HOTSPOTS - JULY	250.65	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 790.000 LIBRARY					
101-790.000-802.000-TECHNO	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	209.95	
101-790.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	44.86	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	25.99	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	36.75	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	21.97	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	DINO TEA PARTY SUPPLIES	11.24	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	S R P SUPPLIES	6.32	
101-790.000-807.000-YOUTHP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	39.95	
101-790.000-807.000-YOUTHP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	9.01	
101-790.000-930.000	Maintenance	ALLENDALE ACE HOME CENTE	MAINTENANCE SUPPLIES - TWP HALL	46.15	
101-790.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	MAILBOX FOR VETS	79.85	
		Total For Dept 790.000 LIBRARY		4,605.31	
		Total For Fund 101 General Fund		27,450.25	
Fund 249 Building Department Fund					
Dept 371.000 INSPECTION DEPARTMENT					
249-371.000-802.000	Contracted Services	PROFESSIONAL CODE INSPEC	PERMIT INSPECTIONS - JULY	43,297.00	
		Total For Dept 371.000 INSPECTION DEPARTMENT		43,297.00	
		Total For Fund 249 Building Department Fund		43,297.00	
Fund 404 CAPITAL/ONE-TIME PROJECTS FUND					
Dept 262.000 ELECTIONS					
404-262.000-971.000	CAPITAL OUTLAY	RAMAKER & ASSOCIATES INC	DATA MIGRATION - CEMETERY PROGRAM	4,250.00	
404-262.000-971.000	CAPITAL OUTLAY	RAMAKER & ASSOCIATES INC	DATA MIGRATION & CUSTOM DEED - CEMETE	5,050.00	
404-262.000-971.000	CAPITAL OUTLAY	RAMAKER & ASSOCIATES INC	ONE YEAR MAINTENANCE - CEMETERY PROGR	1,400.00	
		Total For Dept 262.000 ELECTIONS		10,700.00	
Dept 265.000 BUILDING & GROUNDS					
404-265.000-971.000	CAPITAL OUTLAY	RECO EQUIPMENT INC	2024 HITACHI LOADER	69,900.00	
		Total For Dept 265.000 BUILDING & GROUNDS		69,900.00	
		Total For Fund 404 CAPITAL/ONE-TIME PROJECTS FUND		80,600.00	
Fund 494 Dda Development Fund					
Dept 901.000 CONSTRUCTION					
494-901.000-971.038	PARK IMPROVEMENT	FLEIS & VANDENBRINK ENG'	CONSULTATION SERVICES - TWP PARK - MA	33,500.00	
		Total For Dept 901.000 CONSTRUCTION		33,500.00	
		Total For Fund 494 Dda Development Fund		33,500.00	
Fund 592 Water & Sewer					
Dept 000.000 REVENUE					
592-000.000-226.000	Due to Robinson Township	ROBINSON TOWNSHIP	DEBT REDUCTION PAYMENT - 2ND QTR 2026	180.00	
592-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE - JULY	175.92	
		Total For Dept 000.000 REVENUE		355.92	
Dept 248.000 ADMINISTRATION					
592-248.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	WATER/SEWER BILLS - 2ND QTR 2026	2,709.95	
		Total For Dept 248.000 ADMINISTRATION		2,709.95	
Dept 536.000 WATER					
592-536.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	122.38	

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 07/29/2026 - 08/11/2026
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 536.000 WATER					
592-536.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	444.42	
592-536.000-732.000-GENSUP	SUPPLIES	ALLENDALE ACE HOME CENTE	SUPPLIES - WATER DEPT	118.58	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	MISS DIG TOOLS / PHONE CASE	32.89	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	HYDRANT TAGS STORAGE	16.99	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	BATTERIES	16.51	
592-536.000-732.000-GENSUP	SUPPLIES	CONSTRUCTIVE SHEET METAL	IRRIGATION METER COVER @ 64TH AVE LIF	774.00	
592-536.000-732.000-GENSUP	SUPPLIES	FIRE FIGHTER SALES & SER	NEW EXTINGUISHERS @ WWTP	420.54	
592-536.000-732.000-SAFESU	SUPPLIES	ACTION INDUSTRIAL SUPPLY	COMPOSITE SAFETY TOE BOOTS - SCHOLTEN	87.20	
592-536.000-732.000-SAFESU	SUPPLIES	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	11.46	
592-536.000-802.000-MULTIP	Contracted Services	AMBS CALL CENTER	EMERGENCY CALL NUMBER	60.00	
592-536.000-802.000-MULTIP	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY 23 & 30, 2	116.95	
592-536.000-802.000-MULTIP	Contracted Services	H2O COMPLIANCE SERVICES	CROSS CONNECTION CONTROL MGMT - JULY	1,140.75	
592-536.000-802.000-MULTIP	Contracted Services	PREIN & NEWHOF PC INC	LEAD & COPPER / MONTHLY SAMPLING	72.00	
592-536.000-802.000-MULTIP	Contracted Services	WEST MICHIGAN DOCUMENT S	SECURE SHREDDING SERVICE - WATER/SEWE	25.00	
592-536.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	69.95	
592-536.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	178.92	
592-536.000-803.000	Professional Services	FLEIS & VANDENBRINK ENG'	CONSULTATION SERVICES - JUNE	1,207.00	
592-536.000-803.000	Professional Services	SCHOLTEN FANT	ATTORNEY SERVICES - JUNE	495.00	
592-536.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - PUBLIC UTILITIES	760.09	
592-536.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWNCARE &	LAWN SERVICE @ LAKE MICH DRIVE	200.00	
592-536.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWNCARE &	LAWN SERVICE @ 68TH AVENUE	350.00	
592-536.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ HIDDEN SHO	23.38	
592-536.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ 64TH AVENU	23.38	
592-536.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ TIMBERCREE	23.38	
592-536.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	2020 CHEVY SILVERADO - OIL CHANGE	60.29	
592-536.000-955.000	Miscellaneous	COREWELL HEALTH WEST OCC	DRUG SCREENING/TESTING - NEW EMPLOYEE	29.50	
592-536.000-971.000-NORTHS	CAPITAL OUTLAY	FLEIS & VANDENBRINK ENG'	NORTH/SOUTH WATER MAIN LOOPS - JUNE	63,159.64	
592-536.000-971.000-NORTHS	CAPITAL OUTLAY	GEORGETOWN CONSTRUCTION	NORTH WATER MAIN LOOP @ 60TH AVENUE -	565,897.64	
		Total For Dept 536.000 WATER		635,937.84	
Dept 537.000 SEWER					
592-537.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	122.37	
592-537.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	444.42	
592-537.000-732.000-GENSUP	SUPPLIES	ALLENDALE ACE HOME CENTE	SUPPLIES - WASTE DEPT	147.56	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	MISS DIG TOOLS / PHONE CASE	32.88	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	BATTERIES	16.52	
592-537.000-732.000-GENSUP	SUPPLIES	FAMILY FARM & HOME INC	CARPENTER BEE SPRAY/FOAM	7.49	
592-537.000-732.000-GENSUP	SUPPLIES	FIRE FIGHTER SALES & SER	NEW EXTINGUISHERS @ WWTP	420.54	
592-537.000-732.000-LABSUP	SUPPLIES	NORTH CENTRAL LABORATORI	LAB SUPPLIES	603.21	
592-537.000-732.000-SAFESU	SUPPLIES	ACTION INDUSTRIAL SUPPLY	COMPOSITE SAFETY TOE BOOTS - SCHOLTEN	87.19	
592-537.000-732.000-SAFESU	SUPPLIES	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	11.46	
592-537.000-802.000-MULTIP	Contracted Services	AMBS CALL CENTER	EMERGENCY CALL NUMBER	60.00	
592-537.000-802.000-MULTIP	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY 23 & 30, 2	116.94	
592-537.000-802.000-MULTIP	Contracted Services	PACE ANALYTICAL SERVICES	MERCURY TESTING	627.00	
592-537.000-802.000-MULTIP	Contracted Services	PREIN & NEWHOF PC INC	LEAD & COPPER / MONTHLY SAMPLING	150.00	
592-537.000-802.000-MULTIP	Contracted Services	TRACE ANALYTICAL LABORAT	OIL & GREASE TESTINGS	170.40	
592-537.000-802.000-MULTIP	Contracted Services	WEST MICHIGAN DOCUMENT S	SECURE SHREDDING SERVICE - WATER/SEWE	25.00	
592-537.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - AUGUST	633.79	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	MIRAKI MODEM & CELL PHONE CHARGES - J	600.68	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - JULY	178.92	
592-537.000-803.000	Professional Services	FLEIS & VANDENBRINK ENG'	CONSULTATION SERVICES - JUNE	6,550.96	
592-537.000-803.000	Professional Services	MOORE & BRUGGINK INC	ASSET MANAGEMENT - WRRF PLANT - JULY	981.40	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 537.000 SEWER					
592-537.000-803.000	Professional Services	SCHOLTEN FANT	ATTORNEY SERVICES - JUNE	60.00	
592-537.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - PUBLIC UTILITIES	760.09	
592-537.000-930.000-COLLEC	MAINTENANCE	GFL ENVIRONMENTAL SERVIC	ASSET MANAGEMENT REPAIRS	4,700.00	
592-537.000-930.000-COLLEC	MAINTENANCE	LEE'S TRENCHING SERVICE	REPAIR SEWER STRUCTURE @ RED HAWK DRI	3,135.00	
592-537.000-930.000-COLLEC	MAINTENANCE	MERSINO DEWATERING LLC	BYPASS PUMPING @ KNOLLWOOD	9,729.00	
592-537.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWNCARE &	LAWN SERVICE @ 68TH AVENUE	200.00	
592-537.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ HIDDEN SHO	23.37	
592-537.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ 64TH AVENU	23.37	
592-537.000-930.000-GENMAI	MAINTENANCE	FIRE FIGHTER SALES & SER	EXTINGUISHER INSPECTIONS @ TIMBERCREE	23.37	
592-537.000-930.000-GROUND	MAINTENANCE	AAA LAWN CARE INC	TRIM/EDGE VEGETATION CONTROL @ WWTP	1,449.00	
592-537.000-930.000-GROUND	MAINTENANCE	CARTER'S CUTS LAWNCARE &	LAWN SERVICE @ 64TH AVE LIFT STATION	200.00	
592-537.000-935.000	Truck Maintenance	FREDRICKSON SUPPLY LLC	TRAVEL VAC SERVICE	924.95	
592-537.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	2020 CHEVY SILVERADO - OIL CHANGE	60.29	
592-537.000-955.000	Miscellaneous	COREWELL HEALTH WEST OCC	DRUG SCREENING/TESTING - NEW EMPLOYEE	29.50	
592-537.000-971.000-GVSUTR	CAPITAL OUTLAY	SCHOLTEN FANT	ATTORNEY SERVICES - JUNE	1,380.00	
592-537.000-971.000-PIERCE	CAPITAL OUTLAY	F&V CONSTRUCTION MGMT IN	PIERCE STREET LIFT STATION IMPROVEMEN	220,762.00	
		Total For Dept 537.000 SEWER		255,448.67	
Dept 906.000 DEBT					
592-906.000-991.000	Principal Paid	OTTAWA COUNTY PUBLIC UTI	2020 WWTP IMPROVEMENTS BONDS	215,000.00	
592-906.000-993.000	INTEREST PAID	OTTAWA COUNTY PUBLIC UTI	2007 WATER EXPANSION BONDS	1,561.54	
592-906.000-993.000	INTEREST PAID	OTTAWA COUNTY PUBLIC UTI	2012 WWTP IMPROVEMENTS BONDS	6,875.00	
592-906.000-993.000	INTEREST PAID	OTTAWA COUNTY PUBLIC UTI	2020 WWTP IMPROVEMENTS BONDS	36,850.00	
592-906.000-994.000	AGENT FEES	OTTAWA COUNTY PUBLIC UTI	2007 WATER EXPANSION BONDS	110.00	
592-906.000-994.000	AGENT FEES	OTTAWA COUNTY PUBLIC UTI	2012 WWTP IMPROVEMENTS BONDS	110.00	
592-906.000-994.000	AGENT FEES	OTTAWA COUNTY PUBLIC UTI	2020 WWTP IMPROVEMENTS BONDS	110.00	
		Total For Dept 906.000 DEBT		260,616.54	
		Total For Fund 592 Water & Sewer		1,155,068.92	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 101 General Fund	27,450.25
Fund 249 Building Depa	43,297.00
Fund 404 CAPITAL/ONE-T	80,600.00
Fund 494 Dda Developme	33,500.00
Fund 592 Water & Sewer	1,155,068.92
Total For All Funds:	1,339,916.17

INTERIM PAYMENTS
Board Meeting: 08/10/26

DATE	CHECK #	AMOUNT	VENDOR	DESCRIPTION
7/28/2026	109275	$ 359.02	PEPPINO'S PIZZARIA RISTORANTE	Meals - Election Day - August 2026
7/30/2026	EFT	$ 99,457.05	EMPLOYEES	Bi-Weekly Payroll
7/30/2026	EFT	$ 27,673.91	FEDERAL GOV'T	Payroll IRS Tax Payment
7/30/2026	109276	$ 500.00	HOLLAND PRINCESS	Lunch Cruise Event @ 08/27/26 - Lifelong Learners
		$ 127,989.98		

ALLENDALE FIRE DEPARTMENT

JULY 2026 ACTIVITY REPORT

CALL COMPARISON JULY 2026

2026 - 1006

2025 - 897

THIS IS AN 12.15% INCREASE FROM 2025

INCIDENT DETAILS

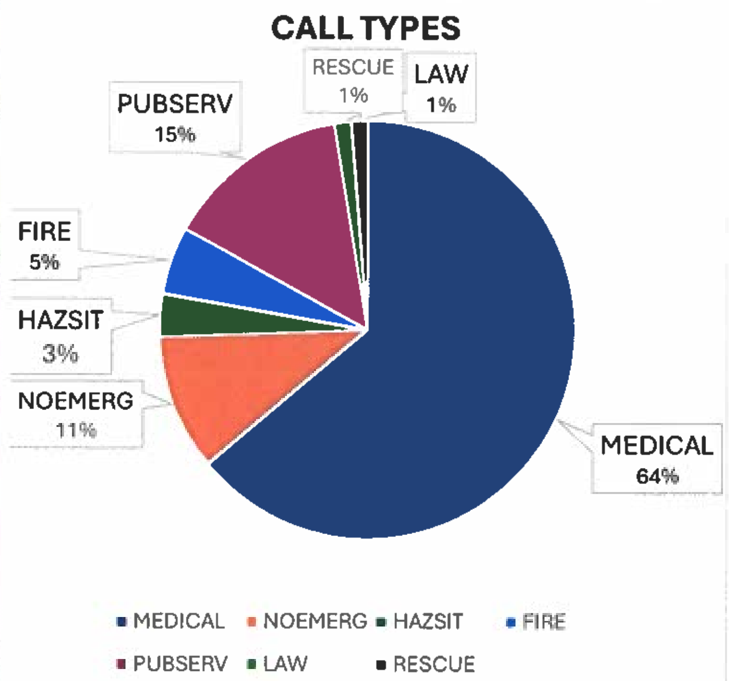
INCIDENTS -159

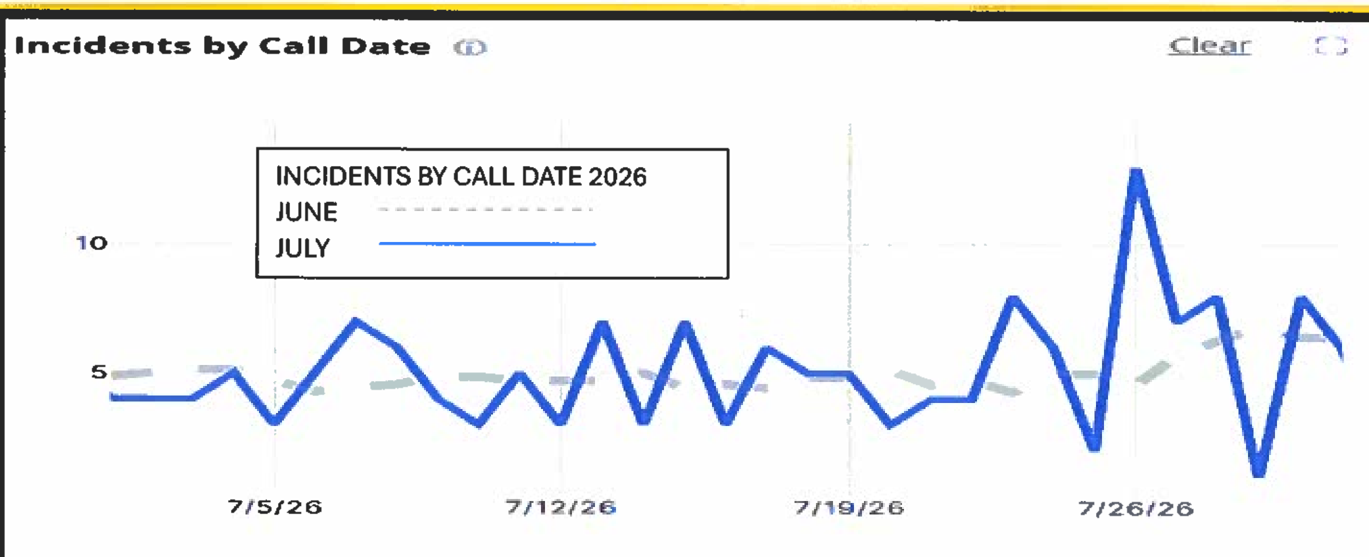
AVERAGE DURATION – 47m 59s

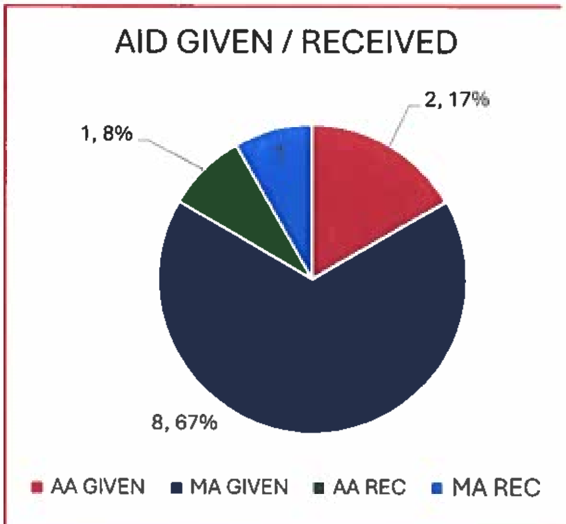
HOURS ON ALARMS – 561.50

PROPERTY LOSS - $0

AVERAGE RESPONSE TIME – 5m 01s

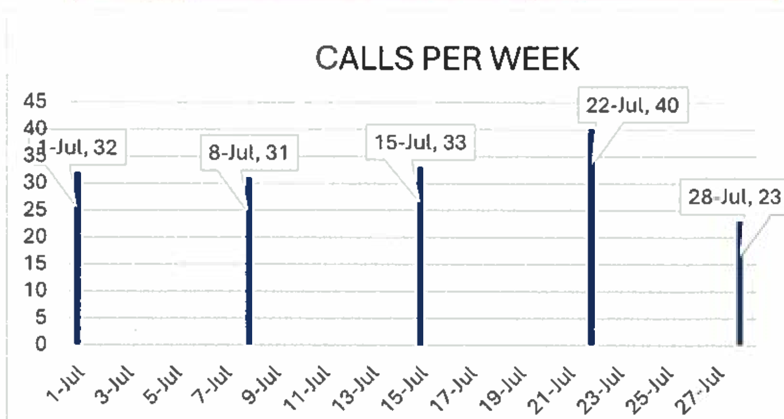






TRAINING HOURS – 0

MEETING/SCHOOL HOURS – 185.50



Allendale Fire Department ACTIVITY REPORT July 2026

ALARM TYPE	MONTH July	YEAR TO DATE 2026	YEAR TO DATE 2025	CHANGE 2026/2025
MEDICAL EMERGENCIES	91	552	499	53
Canceled Enroute	6	22	28	-6
Squad 172 Responses	42	250	268	-18
Asst. Amb.	0	17	90	-73
Lift Assist	8	34	8	26
VEHICLE ACCIDENTS WITH INJURIES	4	35	29	6
Cancelled Enroute	0	0	1	-1
PROPERTY DAMAGE ACCIDENTS	2	11	11	0
Canceled Enroute	0	4	2	2
SMOKE/ODOR INVESTIGATION	2	36	27	9
Canceled Enroute	0	4	0	4
MEDICAL ALARM	3	11	7	4
Canceled Enroute	1	3	3	0
FIRE ALARM	6	61	56	5
Canceled Enroute	2	26	25	1
SERVICE CALL / LOCK-IN/OUT	7	23	15	8
MUTUAL AID/AUTOMATIC AID:				
AUTOMATIC AID GIVEN:	2	28	7	21
MUTUAL AID GIVEN:	8	28	20	8
AUTOMATIC AID RECEIVED	1	11	15	-4
MUTUAL AID RECEIVED	1	7	8	-1
BUILDING FIRES	0	5	7	-2
GRASS, BRUSH, WOODS	3	3	4	-1
TRASH, REFUSE, DUMPSTER	3	6	2	4
VEHICLE FIRES	0	7	1	6
CO ALARM	6	23	5	18
GAS LEAK / WIRE DOWN	3	43	21	22
NO DISPATCH	1	20	21	-1
UNAUTHORIZED BURN	1	4	8	-4
TOTALS	159	1006	897	109
Property Loss: ($)	$0.00	$293,778.00	$732,272.00	-$438,494.00
Property Saved ($)	$0	$195,934	$512,409	-$316,475.00
Man Hours on Alarms	561.5	3,572	3,352	220
Training Man Hours	0	526.00	720.00	-194
Fire School / PPS / Meeting / EQ Checks / Fire Prev / Other	185.50	1,020.08	2,874.50	-1,854.42
Burning Permits Issued	2	103	87	16
Grand Valley Alarms	11	117	96	21
Off-Campus Student Housing	13	125	105	20
Stonebridge Senior Housing	6	19	13	6
Green Acres	0	6	26	-20
Atrium of Allendale	14	68	50	18

AFD - Training and Activities

Report Filters

Activity/Training Start Date Time: is between '7/1/2026' and '7/31/2026'

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
Activity/Training Event Type: Activity				
07/03/2026 18:00:00	07/03/2026 20:00:00	Friday	EQUIPMENT CHECKS #3	5
07/04/2026 08:30:00	07/04/2026 11:00:00	Saturday	PUBLIC SERVICE	13
07/06/2026 17:30:00	07/06/2026 19:30:00	Monday	PROBATIONARY FIREFIGHTER TRAINING	2
07/09/2026 16:00:00	07/09/2026 18:00:00	Thursday	PART TIME SHIFT	1
07/09/2026 06:00:00	07/09/2026 18:00:00	Thursday	PART TIME SHIFT	1
07/09/2026 18:15:00	07/09/2026 22:45:00	Thursday	HAZMAT MONTHLY	2
07/10/2026 06:00:00	07/10/2026 15:45:00	Friday	PART TIME SHIFT	1
07/10/2026 15:45:00	07/10/2026 18:00:00	Friday	PART TIME SHIFT	1
07/10/2026 18:45:00	07/10/2026 20:15:00	Friday	EQUIPMENT CHECKS #4	5
07/14/2026 18:00:00	07/14/2026 20:00:00	Tuesday	PROBATIONARY FIREFIGHTER TRAINING	2
07/17/2026 15:45:00	07/17/2026 16:45:00	Friday	EQUIPMENT CHECKS #5	5
07/14/2026 10:00:00	07/14/2026 11:00:00	Tuesday	FIRE PREVENTION	5
07/18/2026 10:30:00	07/18/2026 14:15:00	Saturday	FIRE PREVENTION	2
07/20/2026 17:30:00	07/20/2026 21:30:00	Monday	LIVE FIRE W/CONKLIN FD	2
07/21/2026 07:45:00	07/21/2026 09:45:00	Tuesday	PROBATIONARY FIREFIGHTER TRAINING	2
07/21/2026 16:00:00	07/21/2026 18:00:00	Tuesday	PART TIME SHIFT	1
07/21/2026 17:00:00	07/21/2026 18:00:00	Tuesday	PROBATIONARY FIREFIGHTER TRAINING	2
07/24/2026 16:30:00	07/24/2026 18:00:00	Friday	PART TIME SHIFT	1
07/24/2026 18:00:00	07/24/2026 19:30:00	Friday	EQUIPMENT CHECKS #1	4
07/25/2026 08:00:00	07/25/2026 12:00:00	Saturday	PUBLIC SERVICE	9
07/29/2026 06:00:00	07/29/2026 18:00:00	Wednesday	PART TIME SHIFT	1

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
07/30/2026 14:30:00	07/30/2026 16:30:00	Thursday	WHEELCHAIR SPORTS CAMP (Water Flight) 2026	7
07/01/2026 10:33:50	07/31/2026 10:33:51	Wednesday	EMS COORDINATOR	1
07/01/2026 10:35:23	07/30/2026 10:35:23	Wednesday	EMS REPORT AUDIT	1
07/01/2026 10:36:38	07/31/2026 10:36:40	Wednesday	CAPTAIN PAY	1
07/01/2026 10:45:36	07/31/2026 10:45:36	Wednesday	OFFICER PAY D.C.	1
07/01/2026 10:47:07	07/31/2026 10:47:08	Wednesday	OFFICER PAY LT.	4
07/01/2026 10:50:22	07/31/2026 10:50:23	Wednesday	SERGEANT PAY	6

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(*ii*))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________________
DATE

at ______________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ______________________
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

Allendale Charter Township
Permit Application for Liquor in the Allendale Community Park

Non-Profit Information *(please print)*

Name of Non-Profit: Allendale Area Chamber of Commerce

Non-Profit Address: PO Box 622 Allendale, MI 49401

Contact Person: Angie Ecklund

Phone Number: 616-892-2632 *Include area code*

Location of Tent Setup: Band Shell Field

Date of Operation: 9/19/2026

Hours of Operation: Start time 1:00 PM End time 10:30 PM

__X__ Attach report from the Ottawa County Sheriff Department...contact Community Policing staff to set up a meeting to review your plan...616-895-6295.

_____ Attach copy of the special license from the Liquor Control Commission.

_____ Attach certificate of general liability insurance and liquor liability insurance which names the Township, it's officers and agents, as additional insureds and provides for at least 15 days notice of cancellation. The minimum insurance coverage limits will be $1,000.000.00 per occurrence and $2,000,000.00 aggregate. All parties involved in conducting the event shall so be named as additional insureds.

__X__ Attach a layout map showing the security, staffing locations, lighting, restrooms and dumpsters.

__X__ Attach certification of TIPS or TAMS training.

_____ Attach $500 security deposit check...refundable if facility is left in good condition

_____ Attach $300 application fee

_____ Attach $500 park rental fee

Applicant's Statement

- The information provided in this application is true and complete to the best of my knowledge.
- I agree to abide by all federal, state, and local laws and ordinances.
- I have read and understand the Park Rules and Regulations Ordinance, and agree to following the guidelines provided.

Signature of Applicant: Angie Ecklund

To the fullest extent permitted by law, we agree to defend, pay in behalf of, and hold harmless Allendale Charter Township , its elected and appointed officials, employees and volunteers and all others working in behalf of Allendale Charter Township, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from Allendale Charter Township by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of Allendale Charter Township, and/or in any way connected or associated with this contract.

Signature of Applicant: Angie Ecklund

Township Office use only

____ application and attachments received

____ application approved and seal affixed

____ copy of approved application to Non-Profit

____ copy of Park Rules and Regulations Ordinance to Non-Profit

☐ application approved

☐ application denied

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: ____________
Request ID: ____________
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a ____________ (regular or special) meeting of the ____________ (name of township, city, village) council/board called to order by ____________ on ____________ (date) at ____________ (time) the following resolution was offered:

Moved by ____________ and supported by ____________

that the application from ____________ (name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): ____________ (list specific licenses requested)

to be located at: ____________

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: ____________

It is the consensus of this body that it ____________ (recommends/does not recommend) this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are ____________

Vote

Yeas: ________

Nays: ________

Absent: ________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the ____________ (name of township, city, village) council/board at a ____________ (regular or special) meeting held on ____________ (date)

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

Section 470-12.11 – Existing Approved PUD's

A. Planned Unit Developments that were given either Preliminary or Final PUD Site Plan approval prior to January 23. 2012 and which all or only part of the PUD existed as of the effective date of this Ordinance shall be considered to be conforming uses and shall continue to be regulated by the conditions and the site plan, whether Preliminary or Final, which were previously approved for the particular PUD.

B. If the Ordinance or resolution approving such PUD does not contain zoning regulations or development standards which would otherwise normally apply to the land uses proposed in the PUD then the Township Board, following a recommendation, from the Planning Commission, may apply the normal zoning regulations or development standards or may modify them as requested by the applicant in accordance with Section 470-12.06 herein.

C. A major or minor change to an existing PUD shall be subject to the procedures and requirements as set forth in Section 470-12.11 except that for a major change, the number of dwelling units and amount of open space shall remain as approved for the Preliminary PUD Site Plan. All other requirements and procedures for this Article as amended by Ordinance No. 2012-1, shall apply to the major change.

D. If an existing PUD is proposed to be expanded to include additional property outside the boundaries of the existing PUD then such enlargement shall be ~~subjects to all the requirements and procedures of this Article.~~subject to all the requirements and procedures of this Article except when required or requested by the Township, Ottawa County, or other State or Federal regulatory agency in order to conform to other laws or regulations or for the purpose of public safety, public utilities, or other public health and welfare elements. The Township Board shall determine the extent of boundary enlargement exempt from this Article when applicable to achieving the related purposes of public good.

Section 470-23.22A – Outdoor Wood Boilers

OWBs shall be installed and used only on a Lot with a minimum of one acre in area. OWBs are prohibited ~~on commercially or industrially used or zoned properties,~~ within a residential Planned Unit Development, or on any Lot within a residential plat, on any site within a residential site condominium, or within a traditional condominium.

Section 470-23.22B – Outdoor Wood Boilers

OWBs shall have a minimum smoke stack, chimney, or exhaust pipe height that meets or exceeds the recommendations of the manufacturer. For OWBs located within a commercially or industrially used or zoned property, the top of the smoke stack, chimney,

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or exhaust pipe height shall be no less than fifteen (15) feet from grade. The OWB shall be located on a Lot in a location that meets or exceeds the recommendations of the manufacturer but in no case shall it be located less than one hundred fifty (150) feet to any dwelling ~~located on a separate Lot.~~or occupied commercial or industrial building located on a separate Lot nor less than one hundred (100) feet from any property line when the OWB is located within a commercially or industrially used or zoned property.

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C. AG Agricultural and Rural Zoning District. In order to maintain the rural atmosphere established within Section 470-5.01 of this chapter, private roads in the AG Agricultural and Rural Zoning District shall be constructed in accordance with Section 470-23.12B or as provided herein.

(1) A private road shall be located within a private road easement of not less than thirty (30) feet in width. ~~The~~For private roads servicing no more than six (6) dwellings, the private road shall be constructed with a sand and gravel base of not less than eighteen (18) inches in depth of which not less than six (6) inches in depth shall be only gravel. The private road shall have a road bed of not less than twenty (20) feet in width for its entire length. The private road may be paved in accordance to Section 470-23~~.12B of~~ this chapter. Chapter.

For private roads servicing seven (7) or more dwellings the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twenty-four (24) feet in width and shall contain concrete curb and gutter shoulders.

(1) The Planning Commission may require additional thickness, stronger materials or other necessary road improvements to adequately accommodate local surface and subsurface conditions.

~~(2)~~ (2) Where a private road terminates in a dead end, a cul-de-sac shall be required by the Planning Commission. The road easement shall widen to a minimum diameter of at least one-hundred (100) feet to accommodate the cul-de-sac with a minimum diameter road bed surface of at least eighty (80) feet. Alternatively, the Planning Commission may approve a dead end that complies with the International Fire Code and is approved by the Allendale Charter Township Fire Department. This may include a cul-de-sac of no less than 96 feet in diameter when the private road exceeds 150 feet In length.

~~(3) The private road shall have a road bed of not less than 20 feet in width for its entire length, except for that area where a cul-de-sac is required pursuant to Subsection C(2) above.~~

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~~(4) A private road shall serve no more than five lots and each lot shall be no less than 10 acres in area.~~

~~(5)~~ (3) The private road shall comply with the provisions of Section 470-23.12B(4), ~~(~~Sections 470-23.12B(5~~)~~), and 470-23.12B(6) above ~~but~~and shall ~~be exempt from~~comply with the least restrictive provisions of ~~Section~~Sections 470-23.12B(1), 470-23.12B(2~~)~~), and ~~(3).~~470-23.12B(3) where conflicts exist with this Section C.

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ORDINANCE NO. 2026-09

ZONING TEXT AND MAP AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, CHAPTER 470 OF THE CODE OF ORDINANCES, OF ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN BY ADDING 470-3.14O3 – CONDOMINIUM PROJECT APPROVAL; ADDING SECTION 470-3.19 – AUTHORITY TO IMPOSE A TEMPORARY MORATORIUM OF ZONING ORDINANCE PROVISIONS TO MAKE FINDINGS TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE BY ESTABLISHING A TEMPORARY MORATORIUM ON DATA CENTERS, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS, AND WIND FARMS, TO ADOPT AN AMENDMENT TO THE TOWNSHIP'S ZONING ORDINANCE TO ALLOW FOR TEMPORARY MORATORIUMS GENERALLY, TO IMPLEMENT A TEMPORARY MORATORIUM AND APPLICATIONS FOR DATA CENTERS, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS AND WIND FARMS, TO PROVIDE A TERM FOR THE TEMPORARY MORATORIUM; AMENDING SECTION 470-4.01M – ZONING DISTRICTS; AMENDING SECTION 470-4.01N – ZONING DISTRICTS; AMENDING SECTION 470-5.03U – USES REQUIRING SPECIAL APPROVAL AND ADDING SECTION 470-5.03V, W, AND X; ADDING SECTION 470-7.03G – USES REQUIRING SPECIAL APPROVAL; ADDING SECTION 470-12.05D – DEVELOPMENT REQUIREMENTS FOR ALL PUD'S; AMENDING SECTION 470-12.11 – EXISTING APPROVED PUD'S; ADDING SECTION 470-14.03S – USES REQUIRING SPECIAL APPROVAL; ADDING SECTION 470-16.03T – USES REQUIRING SPECIAL APPROVAL; ADDING ARTICLE 17 – TC TOWN CENTER OVERLAY DISTRICT; AMENDING SECTION 470-23.12(A)(9) – GENERAL PROVISIONS; AMENDING SECTION 470-23.12(C) – AG AGRICULTURAL AND RURAL ZONING DISTRICT; AMENDING SECTION 470-23.22 – OUTDOOR WOOD BOILERS; ADDING SECTION 470-23.26 – TINY HOME DEVELOPMENTS; BY ZONING CERTAIN LAND TO INCLUDE THE TC TOWN CENTER OVERLAY DISTRICT; AND PROVIDING FOR REPEAL, SEVERABILITY PROVISIONS, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Condominium Project Approval. Section 470-3.14O3 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-3.14O3 – Condominium Project Approval

The developer shall demonstrate that all sidewalks, pathways, and other dedicated pedestrian areas within the site condominium project will be generally free of any obstruction, including parked vehicles, that would impede natural pedestrian movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 2. Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions.

FINDINGS

In accordance with the Michigan Zoning Enabling Act, PA 110 of 2006, as amended, Allendale Charter Township has determined the following:

1. The Township Board determines that the approval of data centers, battery storage facilities, large scale solar farms, and wind farms may result in or produce negative impacts on permitted land uses and development and may harm the public health, safety and general welfare of property owners and residents of the Township.

2. The Township Board is aware of significant public health, safety, and welfare concerns being raised by the public about the impacts of data centers, battery storage facilities, large scale solar farms, and wind farms.

3. The Township has a legitimate public purpose in assessing the regulation of the establishment and use of data centers, battery storage facilities, large scale solar farms, and wind farms within the Township to ensure these facilities do not interfere with other land uses, or have substantial negative impacts on the environment, public health, and safety.

4. The Township Board finds that adopting a temporary moratorium is reasonable and necessary for, among other reasons, the following:

   A. Michigan courts have recognized that a moratorium is a common and legitimate tool to preserve the status quo while formulating a development strategy.

   B. The adoption of a temporary moratorium would allow the Township Board and Planning Commission adequate time to study the public health, safety and welfare concerns regarding data centers, battery storage facilities, large scale solar farms, and wind farms and allow for any needed Zoning Ordinance amendment and implementation process to occur, including attention to and consideration of citizen input and involvement, public debate, and full consideration of all issues and points of view.

5. The Township Board accordingly determines that it is desirable and in the public interest for the reasons set forth above that the Board adopt a temporary moratorium for data centers, battery storage facilities, large scale solar farms, and wind farms.

AMENDMENT OF CHAPTER 470, ARTICLE III

Chapter 470, Article III of the Code of Ordinances adopted by the Township is hereby amended to add a new Section 470-3.19, Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions which shall state in its entirety as follows:

1. The Township Planning Commission has the authority to recommend the establishment of a temporary moratorium as to the application of provisions of the Township Zoning Ordinance to the Township Board, by majority vote of the Planning Commission. Said recommendation shall contain findings supporting the need for a temporary moratorium.

2. Upon such Planning Commission recommendation, the Township Board may impose a temporary moratorium as to the application of the provisions of the Township Zoning Ordinance by ordinance or resolution of the Township Board. The Township Board moratorium shall contain findings supporting the need for a temporary moratorium. The Township will post notice of the moratorium resolution on the Township website.

3. Such temporary moratorium shall be for a set amount of time but may be extended by resolution of the Township Board to allow additional time for Township review and consideration of the application, revision, review or repeal/replacement of zoning ordinance provisions. If an extension is adopted, the Township will post notice of the extension on the Township website.

DATA CENTER, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS, AND WIND FARMS MORATORIUM

A temporary moratorium is imposed upon the acceptance and/or processing of any applications for data centers, battery storage facilities, large scale solar farms, and wind farms.

TERM OF MORATORIUM

The moratorium imposed by this Ordinance will remain in effect for one year following adoption of this Ordinance, or until amendments to the Zoning Ordinance regarding data centers, battery storage facilities, large scale solar farms, and wind farms become effective, whichever occurs first. Before this moratorium expires, the Township Board may extend the moratorium by resolution as appropriate to allow additional time for Township review and consideration of the application, revision, review or repeal/replacement of zoning ordinance provisions. If an extension is adopted, the Township will post notice of the extension on the Township website.

Section 3. Zoning Districts. Section 470-4.01M of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-4.01M

I – Industrial District Regulations

Section 4. Zoning Districts. Section 470-4.01N of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-4.01N

TC – Town Center Overlay District Regulations

Section 5. Uses Requiring Special Approval. Section 470-5.03U, V, W, and X of Chapter 470 of the Code of Ordinances shall be amended and added to state in their entireties as follows.

Section 470-5.03 – Uses Requiring Special Approval

U. Outdoor Venues
V. Bed and Breakfast Establishments
W. Tiny Home Developments
X. Any use that is found by the Planning Commission to be similar to any special use listed under Section 470-5.03, provided that such use to be approved is not permitted by right or by special use in any Zoning District.

Section 6. <u>Uses Requiring Special Approval</u>. Section 470-7.03G of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-7.03G – Uses Requiring Special Approval

Bed and Breakfast Establishments

Section 7. <u>Development Requirements for All PUD's, Sidewalks</u>. Section 470-12.05D of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-12.05D – Development Requirements for All PUD's, Sidewalks

The PUD shall demonstrate that all sidewalks, pathways, and other dedicated pedestrian areas within the development will be generally free of any obstruction, including parked vehicles, that would impede natural pedestrian movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 8. <u>Existing Approved PUD's</u>. Section 470-12.11 of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-12.11 – Existing Approved PUD's

A. Planned Unit Developments that were given either Preliminary or Final PUD Site Plan approval prior to January 23, 2012 and which all or only part of the PUD existed as of the effective date of this Chapter shall be considered to be conforming uses and shall continue to be regulated by the conditions and the site plan, whether Preliminary or Final, which were previously approved for the particular PUD.

B. If the Ordinance or resolution approving such PUD does not contain zoning regulations or development standards which would otherwise normally apply to the land uses proposed in the PUD then the Township Board, following a recommendation, from the Planning Commission, may apply the normal zoning regulations or development standards or may modify them as requested by the applicant in accordance with Section 470-12.06 herein.

C. A major or minor change to an existing PUD shall be subject to the procedures and requirements as set forth in Section 470-12.11 except that for a major change, the number of dwelling units and amount of open space shall remain as approved for the Preliminary PUD Site Plan. All other requirements and procedures for this Article as amended by Ordinance No. 2012-1, shall apply to the major change.

D. If an existing PUD is proposed to be expanded to include additional property outside the boundaries of the existing PUD then such enlargement shall be subject to all the requirements and procedures of this Article except when required or requested by the Township, Ottawa County, or other State or Federal regulatory agency in order to conform to other laws or regulations or for the purpose of public safety, public utilities, or other public health and welfare elements. The Township Board shall determine the extent of boundary enlargement exempt from this Article when applicable to achieving the related purposes of public good.

Section 9. Uses Requiring Special Approval. Section 470-14.03S of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-14.03S – Uses Requiring Special Approval

Outdoor Venues

Section 10. Uses Requiring Special Approval. Section 470-16.03T of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-16.03T – Uses Requiring Special Approval

Outdoor Venues

Section 11. Article 17 – Town Center Overlay District. Article 17 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

ARTICLE 17
TC TOWN CENTER OVERLAY DISTRICT

SECTION 470-17.01 DESCRIPTION AND PURPOSE. The Town Center Overlay District is intended to create a centralized mix of commercial and residential uses built as a traditional downtown settling serving the local needs of the community and the region. These regulations are intended to promote development of a pedestrian-accessible mixed-use district consisting of a variety of residential, retail, office, and service uses as well as vibrant social public amenities. Special attention must be focused on site layout, building design, vehicular circulation, pedestrian access, and coordination of site features and structures between adjoining sites. Permitted uses should be compatible with surrounding uses to ensure there are no external impacts that are detrimental in any way to other uses in the district or properties in adjoining districts. Any building, use, or improvement above grade level requires site plan review and approval by the Allendale Charter Township Planning Commission, unless otherwise specified in this Chapter. This overlay district is based upon careful evaluation and study as part of a master planning effort by the Allendale Charter Township Planning Commission. Objectives for the overlay district are as follows:

Specifically, the Town Center Overlay District is intended to:

A. Promote development consistent with the goals and recommendations detailed in the Town Center chapter of the Allendale Charter Township Master Plan.
B. Accommodate a variety of uses permitted by the underlying zoning districts and ensure such uses are designed to achieve an attractive built and natural environment.
C. Facilitate high-quality development and redevelopment of commercial and residential uses through quality architecture, efficient site design, landscaping, parking, and access.
D. Achieve well-managed, safe, and efficient flow of motorized and non-motorized traffic, including accessibility and connectivity.
E. Foster a more pedestrian-friendly environment that contributes to the Township's sustainability as a vital, attractive, economic, and healthy place to live.
F. Maximize the capacity of Lake Michigan Drive and 60th Avenue by limiting and controlling the number and location of entry points and requiring alternate means of access through internal streets, shared driveways, and service drives or alleys.

SECTION 470-17.02 APPLICABILITY. As an overlay district, the Town Center Overlay District does not replace the range of uses allowed in the underlying districts but provides additional development standards which must be met for any commercial or residential use on a lot within the district. Property in the Town Center Overlay District may continue to be used as permitted by the underlying zoning district and all other legal nonconformities are permitted to continue; however, any new activity that requires site plan approval in accordance with the requirements of this Chapter 470, Zoning, shall also comply with the requirements of the Town Center Overlay District contained in this Article. In the event there are conflicts between the requirements of the underlying zoning district and the Town Center Overlay District, the requirements of the Town Center Overlay District shall control.

A. Dimensional requirements specifically identified within Section 470-14.02 for any use may be reduced or eliminated by the Planning Commission during site plan review.

B. Special uses within the underlying General Commercial Zoning District are prohibited except those uses within Section 470-14.03J.
C. Drive-throughs are prohibited.

SECTION 470-17.03 DEFINITIONS. For the purposes of this Article, the following words, terms, and phrases shall have the following meanings:

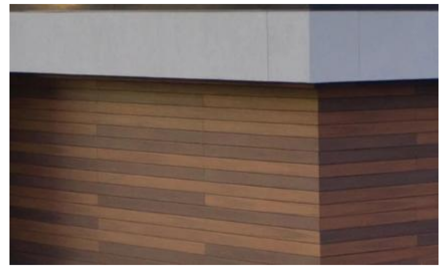
A. Block – A mass of buildings collectively as more than one structure typically delimited from a street or road right-of-way to another street or road right-of-way, alley, or yard abutting a property outside of the Town Center Overlay.
B. Alley – A narrow passageway behind or between buildings intended for pedestrian and limited vehicular traffic.
C. Courtyard – A narrow passageway behind or between buildings intended for only pedestrians.

SECTION 470-17.04 SITE DEVELOPMENT STANDARDS. All development shall include the following design elements. For the purposes of illustration, design elements as described within this section should be similar to the images herein.

A. Single story buildings are prohibited. Buildings shall be no less than two (2) stories or have the appearance to contain no less than two (2) stories from the exterior. No building shall be taller than three (3) stories unless additional height is granted by Section 470-17.04C1 of this Chapter.
B. All buildings, structures, or additions thereto shall comply with the following requirements:
    1. Front Yard.
        (i) Eighty percent (80%) of the front building facade shall be at a zero foot setback. The Planning Commission may authorize a greater setback to accommodate an outdoor pedestrian space for dining, respite, or similar use. The Planning Commission may authorize a greater setback for buildings located on a corner or curved street to accommodate an outdoor pedestrian space for dining, respite, a playground, street performances, or similar use.
        (ii) Impediments. Entrance stairs, support structures to the upper floor or floors of a building, or other permanent building elements may be located within the sidewalk when such structures do not impede the orderly and safe movement of pedestrians. No more than twenty percent (20%) of the building mass within a Block shall contain impediments.

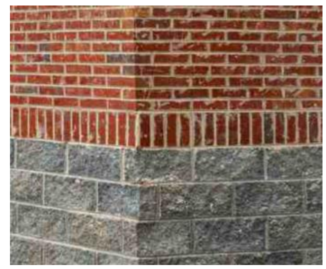
2. Side Yard. All buildings shall abut each other except where an Alley or Courtyard is present. Where a building is adjacent to a commercially zoned property outside of the Town Center Overlay, the side yard may be zero when the proposed building will abut a building on the adjacent property. Otherwise, where a building is adjacent to a commercially zoned property the side yard shall be the minimum necessary to accommodate the required sidewalk pursuant to Section 470-17.04N1. Where a building is adjacent to a residential district outside of the Town Center Overlay, the side yard setback of the underlying district applies.
3. Rear Yard. Where a building is adjacent to a commercially zoned property outside of the Town Center Overlay, the rear yard may be zero when the proposed building will abut a building on the adjacent property. Otherwise, where a building is adjacent to a commercially zoned property the rear yard shall be the minimum necessary to accommodate the required sidewalk pursuant to Section 470-17.04N1. Where a building is adjacent to a residential district outside of the Town Center Overlay, the rear yard setback of the underlying district applies.
4. Building facades containing external lighting shall be decorative and attached to the building. The lighting shall be directed down toward the ground or building or both and provide safe illumination from the building to the street right-of-way, alley, sidewalk, or parking.
5. All building facades shall be of a downtown-type character with accents and elements such as a canvas awning, modern metal canopy, a decorative cornice for flat roofs, sign band, gable roof, turrets, and etcetera. The front or main entry façade of the first story shall contain a see-through windowed storefront of at least thirty-five percent (35%) glass but no more than eighty percent (80%) glass. The first story of the secondary or non-entry façades shall contain no less than ten percent (10%) glass. The façade of the second story and any higher story shall contain ten percent (10%) to twenty-five percent (25%) glass. The remaining exterior building materials on all elevations shall be finished primarily with wood, stucco, brick, architectural masonry block, stone, or a composite material of the same appearance as wood, stucco, brick, architectural masonry block, stone, or a combination of these materials, with contrasting colors.

Stone

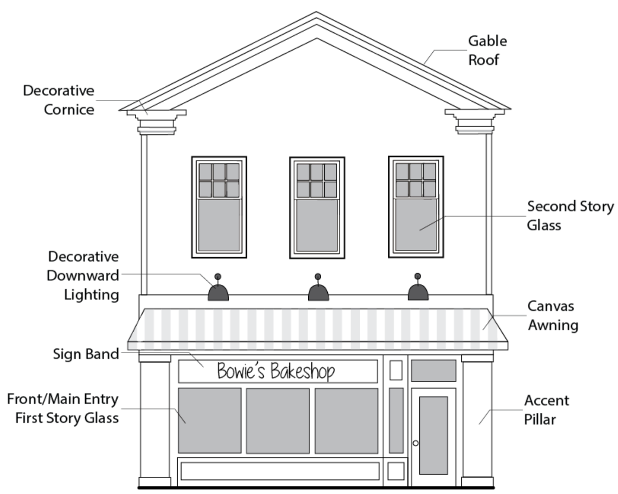


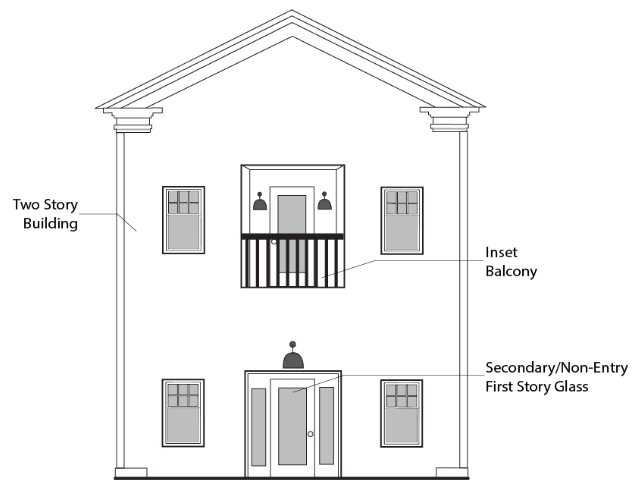
Wood / Wood Appearance

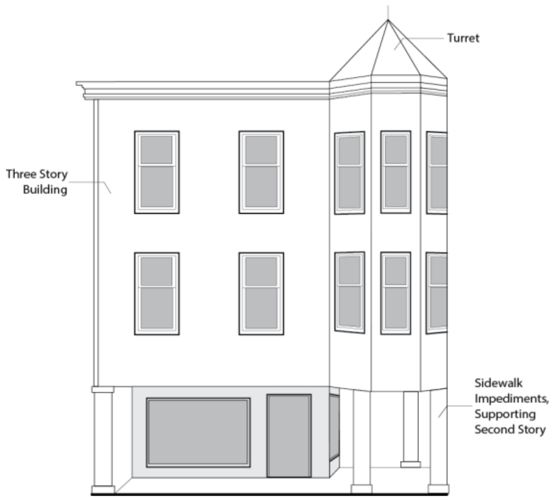
Stucco

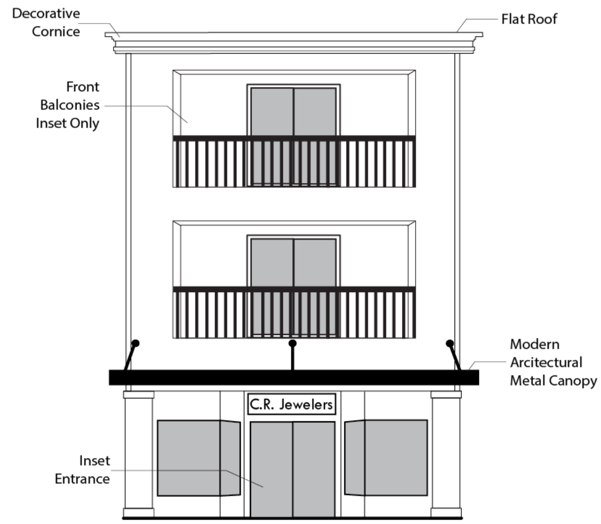


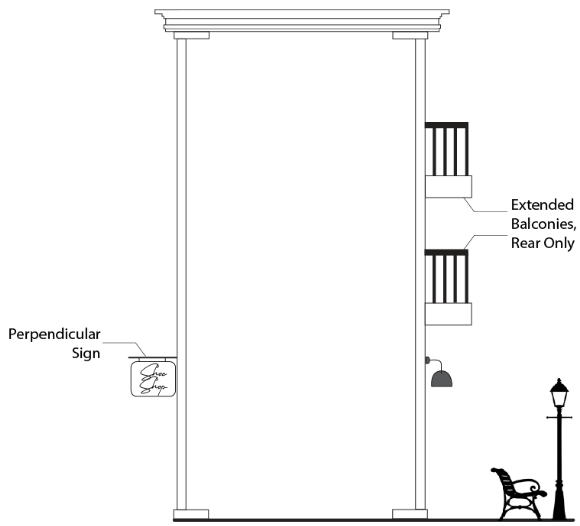
Brick / Architectural Masonry Block











6. Building balconies shall be inset and shall not extend beyond the building walls, unless the balcony is located on the rear of the building. Balconies located on the rear of the building shall not extend over parking, drives, or right-of-ways.
7. Site structures shall provide the same architectural character and material as that of the building façade. Awnings shall have no less than three solid sides and shall be constructed with permanent stationary framing, without support posts, and be structurally sound to withstand all weather conditions.

C. Public Amenity. Each commercial building or Block or combination thereof shall provide for an outdoor or indoor public amenity. A public amenity shall not include outdoor dining, seating, or other space intended for the residential and or commercial use therein. A public amenity could include a water bottle filling station, pocket park, benches or other seating within the sidewalk, a playground, courtyard, indoor or outdoor sculptures or other art, decorative water fountain, indoor green space, or other feature that promotes public gathering and interaction. Every public amenity shall be accessible during all hours of the day and night.

1. Buildings that abut and provide pedestrian access to the primary road may be increased in building height beyond that permitted by the underlying zoning district. Increased height may be allowed by the Planning Commission during site plan review when public amenities are provided in addition to those required by Section 470-17.04C of this Chapter, or other public improvements are provided, within the development. For each building granted increased height, no less than five percent (5%) of the footprint of the building shall be dedicated to a public amenity, whether located inside, outside, or both and shall be no less than 100 square feet in area.
2. Where practicable, outdoor public spaces shall be designed with connectivity.

D. First Floor Prohibitions. Offices and residential uses are prohibited on the first floor of any building but may be located above the first floor of a building.

E. Signage.

1. Only wall signage, mounted flat against or perpendicular to the wall, shall be permitted as a permanent sign.
    - (i) No building shall contain more than one (1) wall sign.
    - (ii) The total area of the wall sign shall not exceed five percent (5%) of the area of the wall on which the sign is affixed, including windows and doors, or twenty-five (25) square feet, whichever is smaller.
    - (iii) Sign lighting shall be designed to direct the light downward and toward the building on which the sign is located so as to prevent glare onto adjacent properties or right-of-ways.
    - (iv) No sign lighting shall include an electronic reader board nor shall any sign have any flashing, blinking, scrolling, alternating, sequentially lighted, animated, rolling, shimmering, sparkling, bursting, dissolving, twinkling, fade-in/fade-out, oscillating, moving text or images, or simulated movement of text or images.
2. Only sandwich boards are permitted as a temporary sign, subject to the following requirements:
    - (i) Shall be no greater than six (6) square feet in area, forty-two (42) inches in height, and thirty (30) inches in width.

(ii) Shall be located not more than twenty-four (24) inches from the storefront or building entrance for the use to which it serves.
(iii) Shall not block pedestrian access.
(iv) Shall be stored indoors outside of business hours of operation.
(v) Shall be constructed of durable materials and be clearly portable in terms of size, weight, and placements.

F. Landscaping. Landscaping shall be planted insofar as practicable pursuant to Article 21-A of this Chapter. Where compliance with Article 21-A in required yards is not possible, the number of required plantings within those required yards shall be integrated into outdoor public spaces, insofar as practicable.

G. Outdoor Storage. For any use established after the adoption of the Town Center Overlay, there shall be no outside processing of any goods or display of inventory within the Town Center Overlay District, except for events that occur only during hours of operation, such as sidewalk sales. All storage and equipment shall be contained within a wholly enclosed building.

H. Parking.

1. Front Yard parking is prohibited. Parking shall only be located within the street or road right-of-way or within a yard screened by buildings, landscaping, and or other elements to reduce the impact of the view of vehicles. At a minimum, parking lot landscaping shall comply with Section 470-21A.04G of this Chapter.
2. Minimum required parking shall be determined during site plan review based on sufficient evidence provided by the applicant and found satisfactory to the Planning Commission that the parking to accompany the proposed use will adequately serve the site. The Planning Commission may require additional parking where the Institute of Transportation Engineers Parking Generation Manual recommends more parking than that proposed by the applicant.
3. Parking garages shall be located in the rear of the building and shall only be accessed from the rear of the building. Parking garages shall be constructed of the same materials required by Section 470-17.04B5. Ramps serving a parking area shall be adequately screened by landscaping and or other elements to reduce its exposure to adjacent pedestrian areas and the right-of-way from which it connects. When a parking garage serves as an anchor to a pedestrian bridge that spans across Lake Michigan Drive, the Planning Commission may authorize its location in any yard.

I. Alleys or Courtyards.

1. No Alley shall be within the required setback of the underlying zoning district for the applicable yard in which it is located when it abuts any property outside of the Town Center Overlay District.

2. Where a building Block exceeds 330 feet in length, an Alley or Courtyard shall be constructed to break up the mass of the building and provide ease of access for pedestrians throughout the Town Center Overlay District.
3. Property or building owners shall provide the necessary easement document for the Alley or Courtyard for public use and shall record a maintenance agreement defining the maintenance responsibilities of each property or building owner for any Alley or Courtyard required pursuant to this subsection.

J. Block.
1. No Block shall contain buildings that are uniform in character. Building architectural elements such as materials, height, cornices, insets, awnings, and the like shall vary throughout the Block.
2. No more than one (1) Alley may be allowed within a Block.

K. Waste Disposal Facilities. No solid waste disposal facility shall be located within the required setback of the underlying zoning district for the applicable yard in which it is located when it abuts any property outside of the Town Center Overlay District.

L. Street or Road Right-of-Way, Walkway, and Building Extensions. Any street or road right-of-way, walkway, or building within the Town Center Overlay shall be designed and built to allow for the future interconnection of the street or road right-of-way, walkway, or building within the Town Center Overlay, unless the building is located at the end of a Block. Any street or road right-of-way, or walkway within the Town Center Overlay that may terminate adjacent to property outside of the Town Center Overlay may be required to be designed and built to allow for the future interconnection of the street or road right-of-way or walkway, as determined by the Planning Commission.

M. Utilities. Connection shall be made to any public water and sanitary sewer system for any development. All new utility (e.g. power, cable, phone, internet, etcetera) services shall be located underground.

N. Public Improvements. Pursuant to the Description and Purpose of this Article, it is intended that public improvements within the Town Center Overlay possess certain physical form. The following public improvements shall be established within the Town Center Overlay.
1. All commercial buildings shall include a public space of pedestrian walkway (sidewalk/pathway) of at least sixteen (16) feet in width adjoining all of the establishment's walls and running the length of each wall and interconnected to the pedestrian walkway(s) along public or private primary roads and Alleys. The pedestrian walkway may include benches, trees, bike racks, and other public amenities within the same eight (8) feet of depth so that the opposite eight (8) feet is unobstructed. All commercial buildings shall include a public space of

pedestrian walkway (sidewalk/pathway) of at least eight (8) feet in width adjoining all of the establishment's walls and running the length of each wall and interconnected to the pedestrian walkway(s) along driveways and secondary roads. Where a commercial building is internal to the Block, the walkway shall not be required adjoining any wall positioned to abut a future building.

2. Street lighting shall be installed, as necessary, to achieve appropriate industry light spacing and illumination.
3. All streets shall be lined with deciduous and ornamental trees planted no less than one (1) tree for every fifty (50) feet of road frontage.
4. On street parking shall be provided as parallel parking, angled parking, or reverse angled parking, subject to the width of the right-of-way. Reverse angled parking is preferred to accommodate a greater number of parking spaces.
5. Where a right-of-way contains a boulevard, the boulevard shall be no less than 100 feet in width but no greater than 135 feet in width and shall be designed to accommodate pedestrian interaction through civic elements such as but not necessarily limited to benches, sidewalks, art, a water fountain, and green spaces such as grass. The pedestrian area within the boulevard shall be no less than eighteen (18) feet in width but no greater than twenty (20) feet in width.
6. All streets shall contain raised concrete curbing.
7. A centrally located or focal point containing space large enough to accommodate a farm market, park, restrooms, or other similar public amenities.

Section 12. <u>General Provisions</u>. Section 470-23.12(A)(9) of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.12(A)(9) – General Provisions

Public water service shall be provided to all lots which are accessed by a private road, according to the requirements of Section 405-23A(7) of Chapter 405, Subdivision of Land of the Allendale Charter Township Code, as amended, except for lots which are accessed by a private road with an average area of one and one-half (1 ½) acres or more.

Section 13. <u>AG Agricultural and Rural Zoning District</u>. Section 470-23.12(C) of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.12(C) – AG Agricultural and Rural Zoning District

AG Agricultural and Rural Zoning District. In order to maintain the rural atmosphere established within Section 470-5.01 of this chapter, private roads in the AG Agricultural and Rural Zoning District shall be constructed in accordance with Section 470-23.12B or as provided herein.

(1) A private road shall be located within a private road easement of not less than thirty (30) feet in width.

   a. For private roads servicing no more than six (6) dwellings, the private road shall be constructed with a sand and gravel base of not less than eighteen (18) inches in depth of which not less than six (6) inches in depth shall be only gravel. The private road shall have a road bed of not less than twenty (20) feet in width for its entire length. The private road may be paved in accordance to Section 470-23.12B of this Chapter.

   b. For private roads servicing at least seven (7) dwellings but not more than ten (10) dwellings, the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twelve (12) feet in width and shall contain gravel shoulders of at least four (4) feet in width.

   c. For private roads servicing at least eleven (11) dwellings but not more than nineteen (19) dwellings, the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least 20 feet in width and shall contain gravel shoulders of at least one (1) foot in width.

   d. For private roads servicing twenty (20) or more dwellings the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twenty-four (24) feet in width and shall contain concrete curb and gutter shoulders.

   e. The Planning Commission may require additional thickness, stronger materials or other necessary road improvements to adequately accommodate local surface and subsurface conditions.

(2) Where a private road terminates in a dead end, a cul-de-sac shall be required by the Planning Commission. The road easement shall widen to a minimum diameter of at least one-hundred (100) feet to accommodate the cul-de-sac with a minimum diameter road bed surface of at least eighty (80) feet. Alternatively, the Planning Commission may approve a dead end that complies with the International Fire Code and is approved by the Allendale Charter Township Fire Department. This may include a cul-de-sac of no less than 96 feet in diameter when the private road exceeds 150 feet In length.

(3) The private road shall comply with the provisions of Section 470-23.12B(4), Sections 470-23.12B(5), and 470-23.12B(6) above and shall comply with the least restrictive provisions of Sections 470-23.12B(1), 470-23.12B(2), and 470-23.12B(3) where conflicts exist with this Section C.

Section 14. Outdoor Wood Boilers. Section 470-23.22A of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.22A – Outdoor Wood Boilers

OWBs shall be installed and used only on a Lot with a minimum of one acre in area. OWBs are prohibited within a residential Planned Unit Development, or on any Lot within a residential plat, on any site within a residential site condominium, or within a traditional condominium.

Section 15. Outdoor Wood Boilers. Section 470-23.22B of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.22B – Outdoor Wood Boilers

OWBs shall have a minimum smoke stack, chimney, or exhaust pipe height that meets or exceeds the recommendations of the manufacturer. For OWBs located within a commercially or industrially used or zoned property, the top of the smoke stack, chimney, or exhaust pipe height shall be no less than fifteen (15) feet from grade. The OWB shall be located on a Lot in a location that meets or exceeds the recommendations of the manufacturer but in no case shall it be located less than one hundred fifty (150) feet to any dwelling or occupied commercial or industrial building located on a separate Lot nor less than one hundred (100) feet from any property line when the OWB is located within a commercially or industrially used or zoned property.

Section 16. Tiny Home Developments. Section 470-23.26 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-23.26 – Tiny Home Developments

A. Tiny home developments are subject to the provisions of Section 470-12.03, Section 470-12.06, and Section 470-12.08 of this Chapter and are only permitted as a special use within the Agricultural and Rural Zoning District. Tiny homes are prohibited outside of the Agricultural and Rural Zoning District.
B. Tiny homes are the only permitted dwelling units within the development.

C. Area Regulations.

   1. The minimum lot area shall be four thousand six hundred (4,600) square feet and a minimum width of forty (40) feet at the front setback line.
   2. Front Yard. There shall be a front yard of not less than twenty-five (25) feet.
   3. Rear Yard. There shall be a rear yard of not less than twenty-five (25) feet.
   4. Side Yard. There shall be side yards of not less than eight (8) feet.
   5. Floor Area. Tiny homes shall have a minimum finished habitable floor area, above exterior finished grade, of two hundred forty (240) square feet. In no instance shall the total floor area, habitable or non-habitable, exceed five hundred (500) square feet.
   6. Building Height. No building shall exceed twenty (20) feet to the roof peak.

D. No minimum width, no minimum length, and no attached garage shall be required for a tiny home.

E. Detached accessory structures.

   1. Shall be limited to one (1) per developed lot.
   2. Shall be limited to one hundred twenty (120) square feet or smaller.
   3. Shall be built in the same manner as the dwelling and match in appearance to the dwelling.
   4. Shall be at least six (6) feet from dwelling and at least three (3) feet from side or rear property line.

F. Each lot within the development must have a deed restriction that the dwelling unit upon the lot must be owner occupied.

G. Rentals are prohibited. Further this requirement must be described within any homeowners association document.

H. Tiny homes, which may include shipping containers, shall be built in accordance with the Michigan Residential Building Code.

I. Tiny homes on wheels and approved under the Michigan Vehicle Code are prohibited.

J. Tiny homes shall be connected to public water.

Section 17. Zoning Ordinance Map. The Zoning Ordinance and Map of the Charter Township of Allendale, Ottawa County, Michigan, the map being incorporated by reference in Chapter 470 of the Code of Ordinances for the Charter Township of Allendale pursuant to Article 4, shall be amended so the following land shall be zoned to include the TC Town Center Overlay District. The land is in the Charter Township of Allendale, Ottawa County, Michigan, and is described as follows:

PART OF NW 1/4 COM N 1/4 COR, TH N 89D 01M 48S W 1323 FT & S 1D 02M 23S E 217.05 FT TO PT OF BEG, TH S 88D 49M 12S E 120 FT, N 1D 02M 13S W 121.38

FT, S 89D 03M 29S E 406.11 FT, S 0D 56M 33S W 2.48 FT, S 89D 03M 27S E 28.69 FT, S 0D 52M E 294.95 FT, S 88D 54M 56S E 150 FT, S 0D 52M E 814.63 FT, S 89D 01M 05S E 618 FT, S 0D 52M E 66 FT, N 89D 01M 05S W 200.1 FT, S 0D 52M E 75.89 FT, N 89D 59M 53S W 700.44 FT, N 1D 02M 23S W 703.16 FT, N 89D 11M 20S W 418.02 FT, TH N 1D 02M 23S W 443.15 FT TO BEG. SEC 26 T7N R14W. 14 AC. 70-09-26-100-092

AND;

E 618 FT OF N 1208.38 FT OF NE 1/4 OF NW 1/4, EXC M-45 R/W. SEC 26 T7N R14W. 70-09-26-100-073

AND;

PART OF E 1/2 OF NW 1/4 COM 618 FT W OF N 1/4 COR, TH W ALG N SEC LI 150 FT, S 393.45 FT, TH E'LY 150 FT TO PT 393.75 FT S OF N SEC LI TH N TO BEG, EXC M-45 R/W. SEC 26 T7N R14W. 70-09-26-100-072

Section 18. Repeal. All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 19. Severable Provisions. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 20. Effective Date. This amendment to Chapter 470 of the Code of Ordinances of Allendale Charter Township was approved and adopted by the Township Board of Allendale Charter Township, Ottawa County, Michigan on _______________, 20___, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on _______________, 20___, and after posting and publication following such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on ________________________, 20___, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Text Amendment Ordinance in the ___________________ as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

_________________________________ _________________________________

Adam Elenbaas, Township Supervisor | Jody Hansen, Township Clerk

ORDINANCE NO. 2026-10

AN ORDINANCE TO AMEND THE SUBDIVISION OF LAND ORDINANCE, CHAPTER 405 OF THE CODE OF ORDINANCES OF ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, TO PROVIDE FOR REPEAL, SEVERABILITY, AND THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Required Improvements. Section 405-23A(14) of Charter 405 of the Allendale Charter Township Code of Ordinances shall be added to state in its entirety as follows.

> The sub-divider shall demonstrate that all sidewalks, pathways, and other dedicated pedestrian areas within the plat will be generally free of any obstruction, including parked vehicles, that would impede natural pedestrian movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 3. Severability. This Ordinance and its various parts are hereby declared to be severable. If any portion of this Ordinance is declared to be invalid such declaration shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance was approved and adopted by the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, on ________________, 2018 after introduction and a first reading on _______________, 2026 and publication after such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _______________, 2026, which date is at least 30 days after publication of the Ordinance.

_________________________________ _________________________________

Adam Elenbaas, Township Supervisor | Jody Hansen, Township Clerk

MEMORANDUM

To: Allendale Charter Township Board of Trustees
From: Gregory L. Ransford, MPA
Date: July 10, 2026
Re: Springfield Crossings and the Cottages at Springfield – Planned Unit Development & Site Condominium

Fresh Coast Planning

119 1/2 Washington Avenue, Studio B
Grand Haven, MI 49417
www.freshcoastplanning.com

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

Kevin Yeomans
616-349-0223
kevin@freshcoastplanning.com

Alexis Gulker
616-773-4638
alexis@freshcoastplanning.com

Aaron Bigelow
616-919-2370
aaron@freshcoastplanning.com

Andrea Goodell
616-313-9333
andrea@freshcoastplanning.com

Pursuant to Article 12 – Planned Unit Development District of the Allendale Charter Township Zoning Ordinance (ACTZO), attached is a Final Planned Unit Development (PUD) from Biltmore, LCC to establish a PUD of 37 single-family residential sites as well as 20 duplex residential condominiums at the northeast corner of Pierce Street and 56th Avenue, extending Lance Avenue to 56th Avenue to serve the single-family residential sites. The duplex condominium buildings are proposed to be served from an internal drive. The property currently exists within the Medium Density One-Family Residential District (R-2).

Application Details

Below are noteworthy items considered by the Allendale Charter Township Planning Commission (ACTPC) during their review and recommendation.

- While duplexes are prohibited within the R-2 Zoning District as a use-by-right, they may be permitted through a PUD rezoning. As a result of proper rental restrictions within the related Master Deed and Bylaws, the ACTPC was comfortable permitting duplexes in this development.
- The proposed open space was a unique blend of the single-family residential lots and the two-unit residential buildings since the ACTZO does not specifically address a combination of these types of uses regarding open space. The total proposed open space is approximately thirty percent (30%) and was found satisfactory to the ACTPC.
- Concurrent with the PUD application, the applicant also submitted for site condominium approval, which formally establishes the single-family residential sites and duplex condominiums, following adoption of the PUD Zoning District, if approved. While this memorandum does not outline any provisions of the related condominium language of the ACTZO given that those provisions were found met by the ACTPC, the proposed resolution of approval encompasses the necessary reference to the related section, Section 470-3.14 of the ACTZO for approval.

Relevant Zoning Ordinance Provisions

Section 470-12.04 – Permitted Uses

As noted above, the use of land permitted within a PUD shall be in accordance with the uses allowed for by the current Master Plan classification. The Allendale Charter Township Master Plan (ACTMP) identifies the subject property within the Moderate Density Residential (MOD) Classification, which is the equivalent to the R-2 Zoning District, where, again, duplexes are prohibited. However, Section 470-12.04B of the ACTZO allows for other land uses if the other uses:

- Compliment and are compatible with the permitted uses
- Are not the primary use of the property
- Are compatible with nearby existing and permitted land uses and;
- Meet the intent of the PUD chapter and the intent of the ACTMP

Further, the basis of allowing duplexes shall be on:

- How well the other proposed property uses satisfy the objectives of Article 12
- How well the operational characteristics, building design and effects of the other proposed uses are compatible with the permitted uses of the underlying zone and the existing and proposed property uses nearby and;
- How well the other proposed property uses meet the intent of the Master Plan.

As you will note above, this section specifically indicates that the Allendale Charter Township Board of Trustees (ACTBT), after receiving a recommendation from the Planning Commission, may permit other land uses not otherwise permitted in the zoning district recommended by the Master Plan (which is R-2 in this case) but that those uses are "not the primary use of the property." The ACTPC concluded that the proposed duplex portion was not the primary use of the overall property. In the instance the ACTBT agrees, you hold the authority to authorize the residential component since it is not a permitted use within the R-2 Zoning District.

Section 470-12.06 [Residential Density Table]

Currently and as a result of the recent ACTZO amendments to Article 12 – Planned Unit Development District, the maximum number of dwelling units per acre with public sanitary sewer within the MOD Classification is 3.26. Given the unique blend of proposed residential uses there is no guiding language for duplex buildings within the MOD Classification given that duplexes are prohibited. The applicant proposes an overall density of 2.28 units per acre.

Parallel Plan and Required Open Space

As a result of the recent ACTZO amendments to Article 12, the Township requires a Parallel Plan to determine base density for a PUD, which has been provided by the applicant. While the applicant seeks duplex buildings as well as single-family lots, their proposed Parallel Plan is based only on single-family dwellings, again, given that the underlying zoning district prohibits duplex buildings.

Related, when creating the Base Single-Family PUD Plan from the Parallel Plan, Section 470-12.06E of the ACTZO requires a minimum of 20% open space for single-family developments, which is met by the proposed. However, Section 470-12.06E of the ACTZO requires 35% open space by way of reference to Section 470-23.06 for multi-family buildings. The proposed does not provide for 35% open space but rather 30% open space, as aforementioned. Again, the ACTPC found the proposed open space satisfactory for the development.

Planning Commission Actions

The ACTPC reviewed the Preliminary PUD Plan at their January 5, 2026. Subsequently, the ACTPC reviewed the Final PUD Plan at their July 6, 2026, meeting and held the required public hearing. Said public hearing resulted in a few public comments. Please refer to the related meeting minutes for details of those comments, which are attached for your convenience.

Recommendation

The ACTPC provided a recommendation of adoption of the attached Zoning Map Amendment Ordinance to rezone the property to the PUD Zoning District as well as approval of the Final PUD Site Plan pursuant to the draft Resolution, by a vote of 4-0 with three members absent. A copy of the resolution is also attached.

Board of Trustees Responsibilities

Review Procedure

Pursuant to Section 470-12.08E – Procedures, Step 5 Township Board Action and Public Hearing of the ACTZO, the ACTBT shall review the Final PUD Site Plan, the Zoning Map Amendment Ordinance, the related PUD site plan resolution, as well as the proceedings and recommendation of the Planning Commission. The ACTBT shall make its findings based on the PUD standards for approval provided in Section 470-12.09 of the ACTZO. For your convenience, below is a copy of Section 470-12.08 as we provided it to the ACTPC.

Further below is a copy of Section 470-24.06 – Standards for Approval of the ACTZO as we provided it to the ACTPC, which provides for your standards of review when deliberating regarding a site plan application. For both Section 470-12.09 and Section 470-24.06, our response to each standard is provided in italic font, as we provided it to the ACTPC, in an effort to assist you with your review of the request.

Planned Unit Development Standards for Approval

As you are aware, Section 470-12.09 – Standards for Approval of the Allendale Charter Township Zoning Ordinance (ACTZO) provides your standards of review when deliberating regarding a Planned Unit Development site plan application. In that regard, below 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.

Section 470-12.09 STANDARDS FOR APPROVAL

A PUD shall be approved only if it complies with each of the following standards as applicable.

A. The PUD complies with all qualifying conditions of this PUD ordinance.

Section 470-12.03 of the ACTZO provides for two (2) qualifying conditions: Minimum Size and Common Ownership. The minimum size required for a PUD is three (3) acres unless the Board of Trustees approves a lesser acreage by finding the proposed project satisfies one or more standards. Given that the existing property exceeds three (3) acres in area, it appears that this condition has been met.

In regards to the qualifying condition concerning Common Ownership, given that the property within the PUD is under one ownership, it appears that this condition has been met. As a result, it appears this overall standard may be met.

B. The uses to be conducted within the PUD are substantially consistent with the Allendale Charter Township Master Plan OR based on the design of the PUD and the conditions imposed, the proposed uses are appropriate for the proposed location and are not likely to affect the recommendations of the Master Plan for the larger area where the PUD is to be located.

As you know, the single family residential sites are substantially consistent with the Allendale Charter Township Master Plan and the Moderate Density Residential Classification for the property. While you concluded that the duplex condominiums would be appropriate for the location, your Preliminary Plan deliberations noted that duplexes are a prohibited use within the underlying (R-2) zoning district pursuant to the ACTZO. Nonetheless, you found that, pursuant to Section 470-12.04 of the ACTZO, the proposed duplexes:

- Compliment and are compatible with the permitted uses
- Are not the primary use of the property

- Are compatible with nearby existing and permitted land uses
- Meet the intent of the PUD chapter and the intent of the ACTMP

Given your Preliminary Plan deliberations, it appears that this standard may be met.

C. The PUD is compatible with surrounding uses of property and the natural environment.

As you are aware, single-family dwellings are adjacent to the proposed development on all sides of the development. As you are also aware, an overhead powerline exists between the entire site and the land to the east, which is particularly relevant to provide additional linear space between the proposed duplex condominiums and the existing dwellings.

The existing property contains four areas of wetlands within the duplex condominium portion of the development, where two of those areas remain unimpacted by the development. In addition, a conservation easement remains in place on the east side of the powerlines and the remainder portion of the property is generally farmed. Given this, minimal impacts to the natural environment will occur. As a result, it appears that this standard may be met.

D. The PUD will not result in significant adverse effects upon nearby or adjacent lands, and will not significantly change the essential character of the surrounding area.

Given the aforementioned surrounding single-family uses, as well as your recent conclusions concerning the proposed uses, and given there were no concerns from the public during the Preliminary PUD Plan public hearing, we anticipate that this standard may be met. That said, comments received at the final public hearing could compel the Planning Commission to conclude otherwise.

E. The proposed development is consistent with the spirit of the PUD District, as described in this Article and represents an opportunity for improved or innovative development for the community that could not be achieved through conventional zoning.

The applicant outlines how they believe the proposed meets the intent of Section 470-12.01 of the ACTZO. Given that only a PUD could authorize the proposed duplex condominium buildings, and in the instance the Planning Commission agrees with the narrative of the applicant, it appears that this standard may be met.

F. The PUD preserves and maintains mature woodlands, fields, pastures, meadows and creates sufficient buffer areas to minimize conflicts between residential and agricultural uses.

As noted above in subsection C, the existing property contains four areas of wetlands within the duplex condominium portion of the development, where two of those areas remain unimpacted by the development. In addition, a conservation easement remains in place on the east side of the powerlines and the remainder portion of the property is generally farmed. Given this, it appears that this standard may be met.

G. The individual lots, buildings, roadways, and open space areas within the PUD are designed to minimize the alteration of environmental site features.

Generally, the proposed improvements are entirely within the farmed portion of the property. Given this, it appears that this standard may be met.

H. The PUD can be adequately served by public utilities such as police and fire protection or public or on-site community water or sanitary sewer.

No concerns were received from the Township Superintendent of Public Utilities or the Fire Department concerning their ability to serve the site. Given this, it appears that this standard may be met.

I. If the PUD is to be completed in phases, the PUD shall be designed so that each phase is complete in and of itself, in terms of services, facilities and open spaces, and so that each phase contains all the features necessary to insure the protection of natural resources and the health, safety and welfare of the users of the PUD and the occupants of the surrounding area.

We have not received any concerns from Township Departments regarding the phasing order. Given that each area (single family site condominiums and duplex condominiums) are separate of each other, generally the second and final phase does not rely on the first phase. As a result, it appears that this standard may be met.

Site Plan Review Standards

In addition to your PUD standards provided by Section 47-12.09 of the ACTZO, as you are aware, Section 470-24.06 – 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 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. Rather than providing the entirety of each standard within this memorandum, we have included the subtitle and our comments in regards to our review of the provision. If you require the entirety of any standard, please let us know and we will provide it to you.

Section 470-24.06 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

Given that this standard is typically applied to commercial and industrial uses, this standard may be met.

B. Environmental Considerations

No significant environmental considerations exist on site, except for the potential impact to four wetland areas. Any impact to those areas requires a permit from the Michigan Department of Environment, Great Lakes, and Energy. As a result, it appears that this standard may be met.

C. Sidewalks and Pedestrian Circulation

The applicant has complied with the required sidewalk installations pursuant to the ACTZO and its reference to the Subdivision of Land Ordinance. As a result, it appears that this standard may be met.

D. Landscaping and Buffering

The site plan is required to provide reasonable visual and sound privacy for adjacent dwelling units and those within the site. As you know, the applicant has provided for the required street trees but does not otherwise propose any landscaping within the site for the proposed dwellings or adjacent dwellings. Given this, the Planning Commission should consider whether additional landscaping is necessary to provide reasonable visual and sound privacy. Following, this standard may be met.

E. Lighting

The applicant proposes the street lighting pursuant to the Subdivision of Land provisions within the single-family condominium sites as well as proposes internal drive lighting for the duplex condominium sites. We expect that the proposed light fixtures will be the typical fixtures installed by Consumer's Energy. Given this, it appears this standard may be met.

F. Utility Service

All utilities are proposed to be installed underground. As a result, it appears that this standard may be met.

G. Outdoor Features

The applicant does not propose any exposed storage areas, fuel tanks, outdoor equipment, roof top equipment, or any other outside storage of materials. Given this, it appears that this standard may be met.

H. Waste Disposal Facilities

Given the traditional residential character of the proposed development, waste disposal facilities are not proposed. As a result, it appears that this standard may be met.

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

The applicant has provided the location and dimensions of all existing and proposed structures on the subject property. Given this, it appears this standard may be met.

J. Building Appearance

While the applicant has provided proposed elevations for the duplex condominiums, historically, the Planning Commission does not apply this standard to duplexes (only multi-family units above two). Given this, it appears this standard may be met.

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

It is appropriate for the Planning Commission to condition any approval on the receipt of required permits, where applicable, from the Michigan Department of Environment, Great Lakes, and Energy, the Ottawa County Road Commission, the Michigan Department of Transportation, and the Ottawa County Water Resources Commissioner. Following, it appears that this standard may be met.

L. Traffic Impact Study

A formal Traffic Impact Study is included with the submission. In response, the applicant has updated the site plan set accordingly.

Board of Trustees Actions and Considerations

Public Hearing & First Reading

Pursuant to the ACTZO and the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, the ACTBT shall hold a public hearing regarding the requested PUD Zoning District. A public hearing, along with a first reading of the request, has been scheduled for your August 10, 2026, meeting.

Second Reading & Conditions of Approval

As a part of this process, the ACTBT can impose reasonable conditions upon its approval of a PUD pursuant to Section 470-12.08E3 of the ACTZO. A copy of said section is below for your convenience. The ACTBT final approval does not occur until after public hearing and the second reading, and a vote of the membership is held.

> Section 470-12.08E3
>
> The Township Board may impose reasonable conditions upon its approval of the PUD. Such condition may include conditions necessary to ensure that public services and facilities affected by the PUD will be capable of accommodating increased service and facility loads caused by the property use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of property in a socially and economically desirable manner.

In the instance approval is favorable, the ACTBT shall hold its second reading and adoption of the proposed PUD Zoning District and approval of the Final PUD Site Plan. Following both readings, publication and posting of the Zoning Map Amendment Ordinance authorizing the PUD Zoning District is required.

Resolution & Zoning Map Amendment Ordinance

As aforementioned, the draft resolution of the ACTBT and the Zoning Map Amendment Ordinance are attached for your review and consideration of adoption. These cannot be adopted until after your second reading.

Considerations

As the ACTBT deliberates regarding the proposed development, we offer the following for your consideration. They are listed in no particular order.

- Whether duplexes, as restricted by the proposed Master Deed and Bylaws, should be allowed within the proposed PUD
- The proposed amount of open space
- The content of the draft Resolution
- PUD Standards provided in Section 470-12.09
- Site Plan Review Standards provided in Section 470-24.06

As aforementioned, the application has been scheduled for a public hearing and first reading at your August 10, 2026, meeting. Following said meeting, a second reading at a subsequent meeting must occur to complete the rezoning and approval of the overall PUD.

If you have any questions, please let us know.

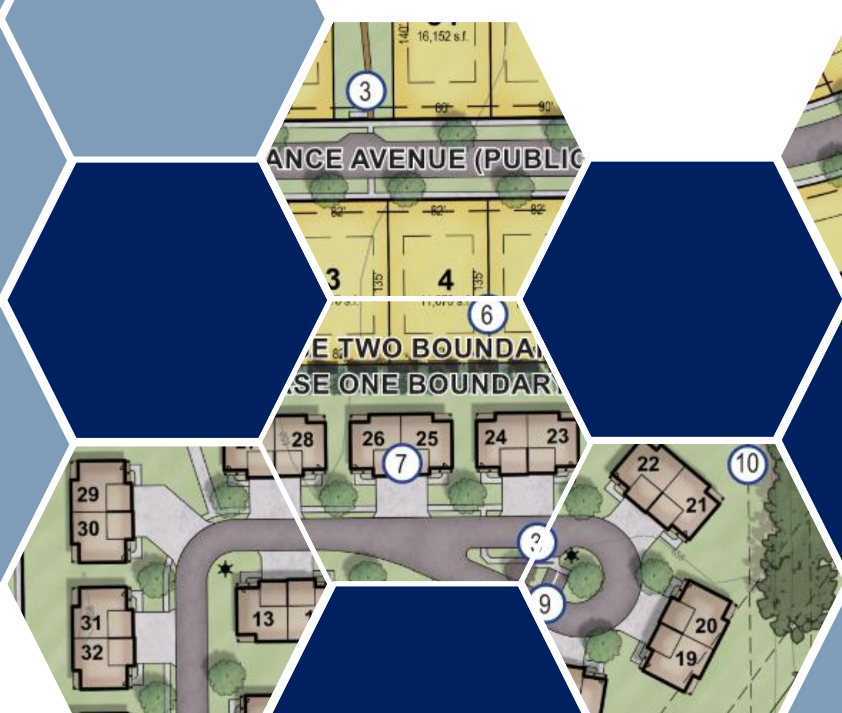
GLR
Planner

Attachments

SPRINGFIELD CROSSINGS

Allendale Charter Township

Final Planned Unit Development



NEDERVELD

PROJECT NARRATIVE

Updated 5/7/2026

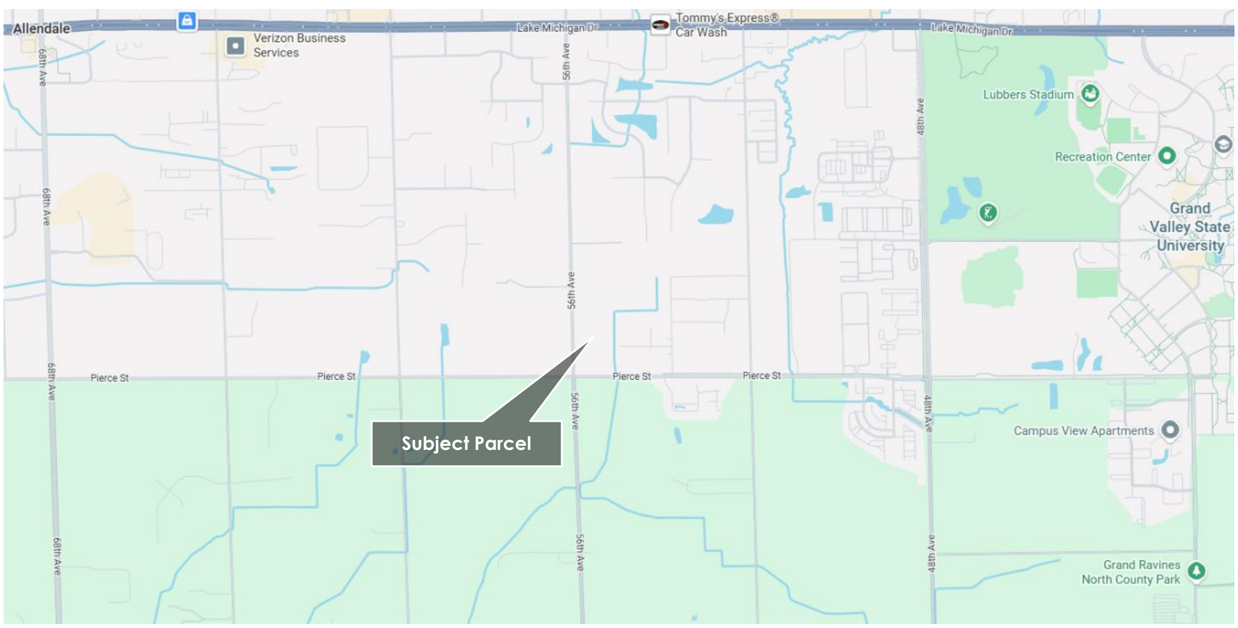
OVERVIEW

Biltmore LLC requests review and approval of Springfield Crossings, a proposed Planned Unit Development (PUD) positioned on 39.97 acres at 5487 Pierce Street. After receiving comments from the planning staff and the Planning Commission at the January 5, 2026 meeting, the applicant now returns with a Final PUD plan which includes additional details including proposed grading and utilities and condominium building elevations and floor plans.

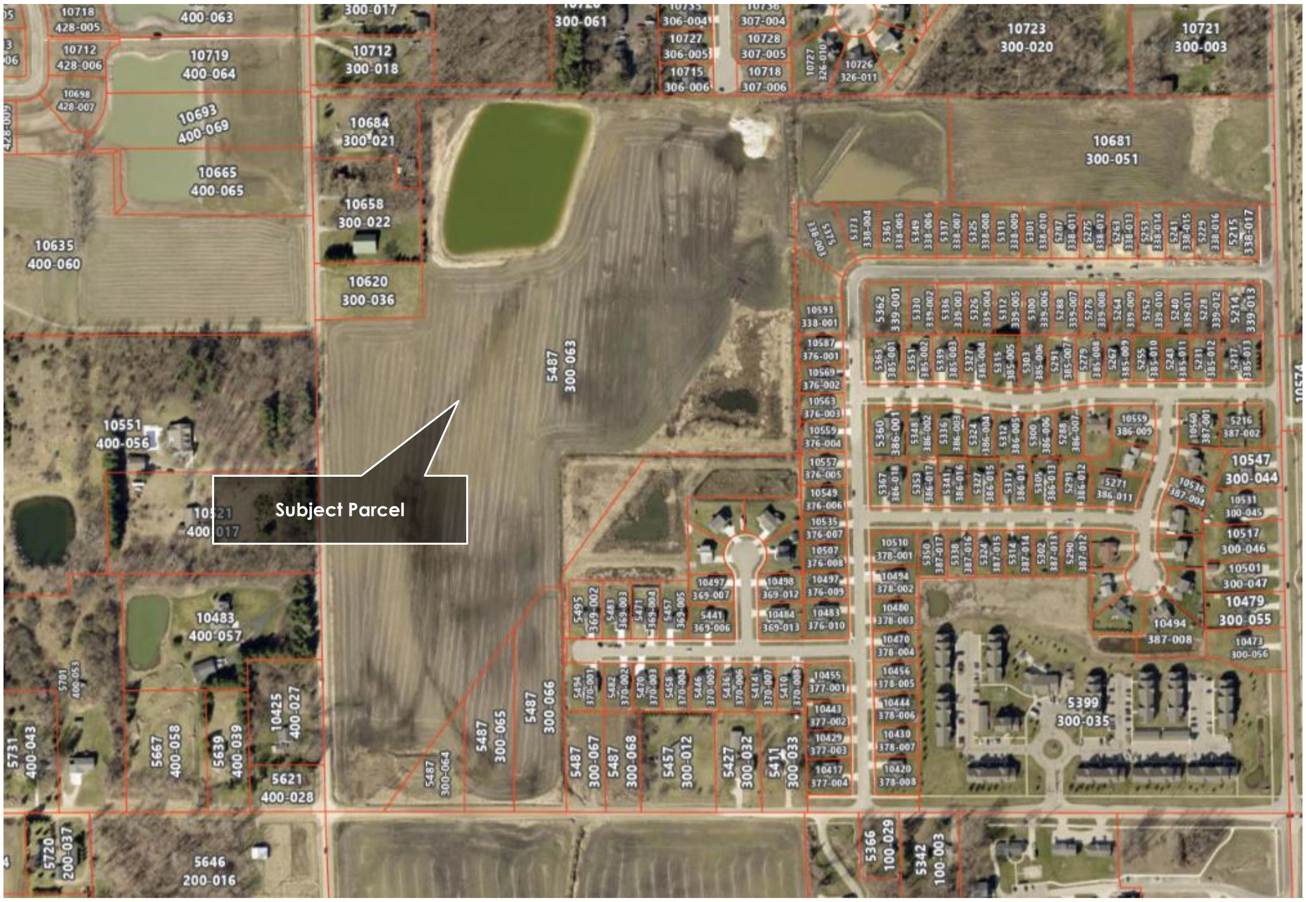
The proposed community features two phases. First, 40 attached two-unit condominium dwellings called The Cottages at Springfield. Second, 37 single family home sites called Springfield Crossings. **All units will be market rate, "for sale" dwellings for owner occupant residents.** The detached single family portion centers around a proposed extension of Lance Avenue as a public road and encompasses the majority of the land use area (28.29 acres). The Cottages at Springfield would feature a private drive with a single entrance off 56th Avenue and accounts for 11.68 acres of the land use. The entire PUD will be served by municipal sanitary sewer (which would be extended from the south), public watermain, storm sewer per County standards, and buried natural gas, electric, and telecommunications.

PARCEL INFORMATION

The subject property is located on the northeast corner of 56th Avenue and Pierce Street.



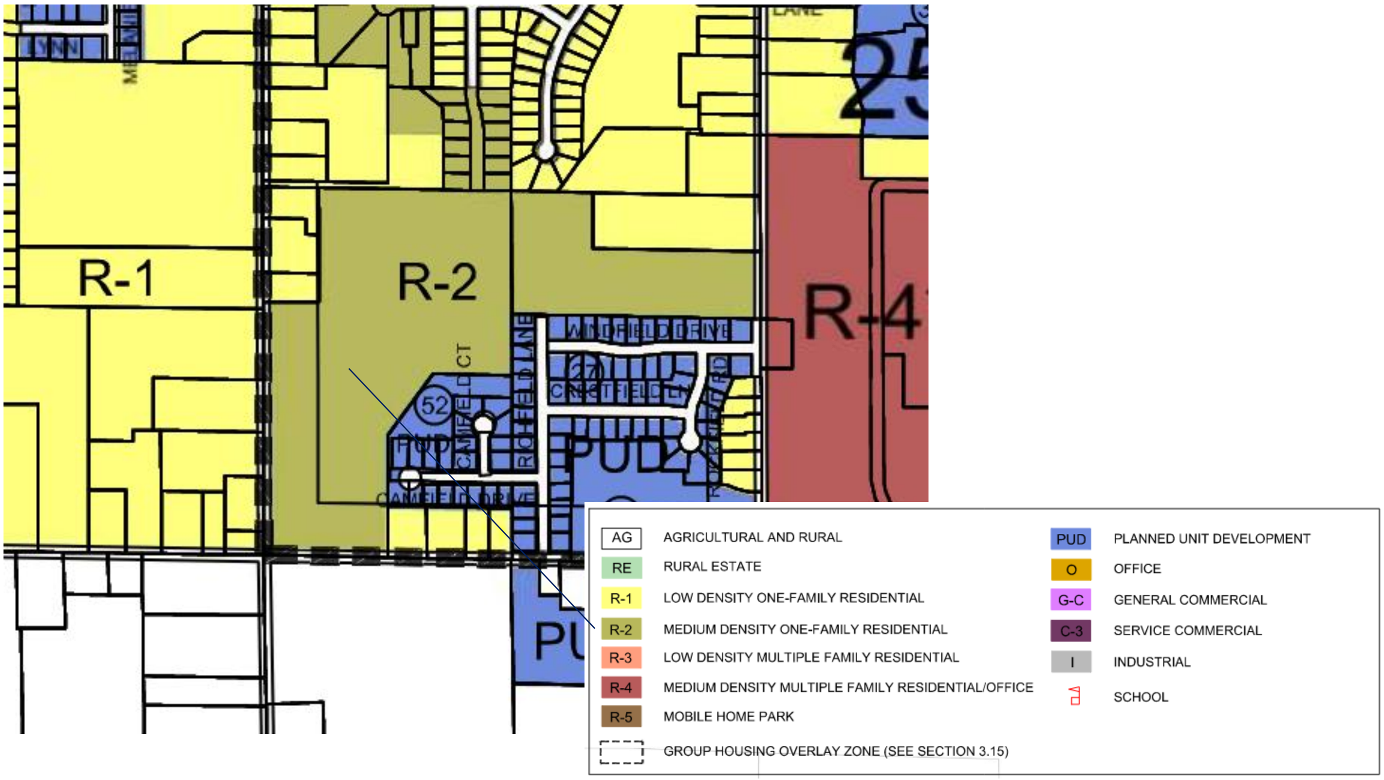
Address	Parcel number:	Ex. Size (acres, gross)	Current Zoning:
5487 Pierce Street	70-09-25-300-063	41.70	R-2, Medium Density One-Family Residential



Please see the attached C-201 existing conditions plan for legal descriptions and other details.

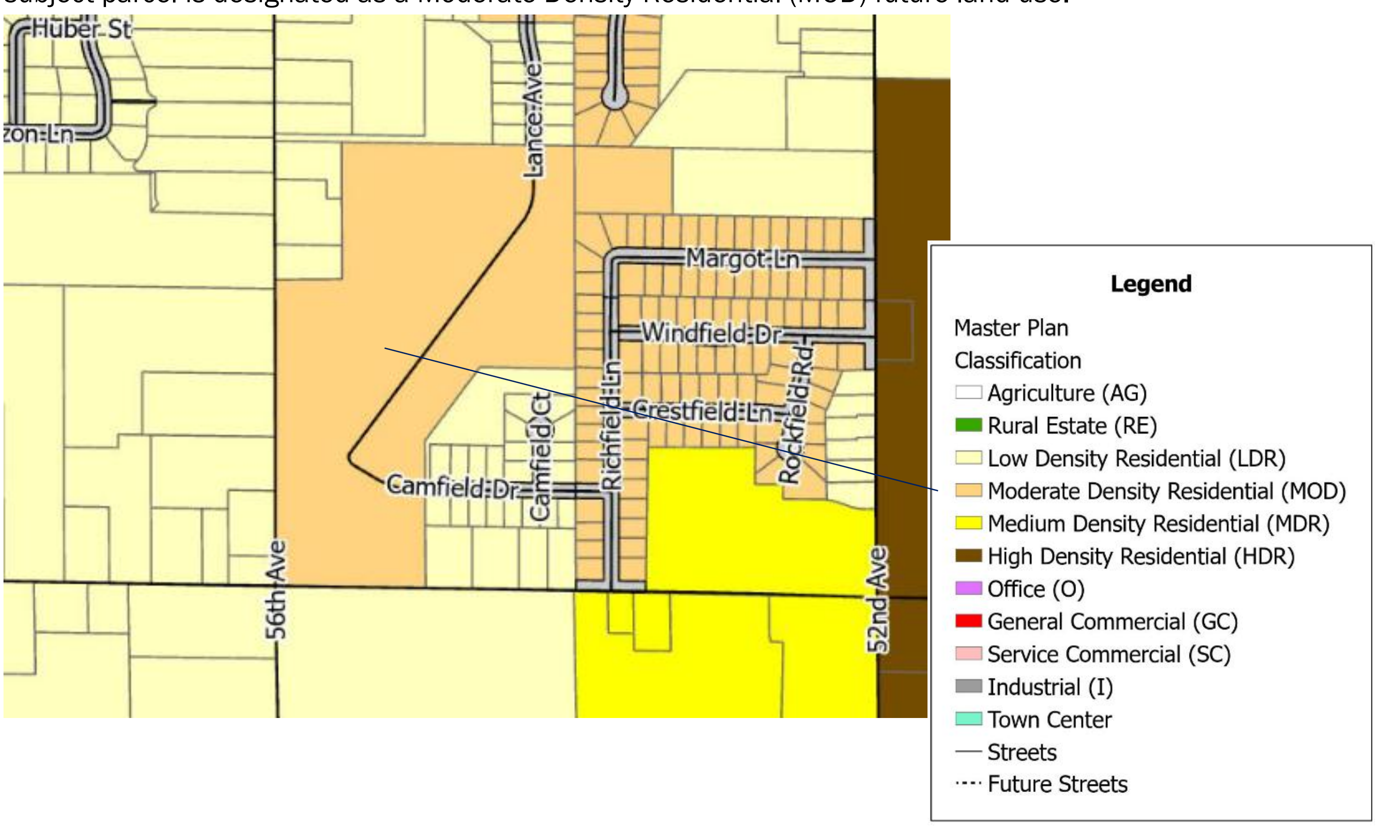
CURRENT ZONING

According to the Allendale Charter Township Official Zoning Map updated January 2024, the subject parcel is currently zoned R-2, Medium Density One-Family Residential.



FUTURE LAND USE

According to the Allendale Charter Township Master Plan Map included with the 2024 Master Plan, the subject parcel is designated as a Moderate Density Residential (MOD) future land use.



ZONING NOTES

The proposed PUD is primarily detached single family in nature, accounting for 70.7% of the PUD. The northern portion, Phase Two, features home sites that conform to the use and site regulating standards of the R-2 zone. Each lot will be over 10,000 square feet in area and a minimum of 80 feet wide.

The southern portion of the project, The Cottages at Springfield, is proposed as Phase One and features attached single family, two-unit condominiums. Per Section 12.04 of the Zoning Ordinance, this type of residence is allowed when agreed to by the Planning Commission and Township Board (“*Township Board (the Board) after receiving a recommendation from the Planning Commission may permit other land uses not otherwise permitted in that zoning district recommended by the Master Plan if, in the opinion of the Board, the other uses; complement and are compatible with the permitted uses; are not the primary use of the property; are compatible with nearby existing and permitted land uses; and meet the intent of the PUD chapter and the intent of the Master Plan”)*. Because the single-family portion of the site accounts for nearly two-thirds of the site it is reasonable to consider this as the “primary use” of the site. This allows the Planning Commission and Township Board the latitude to grant the proposed two-family use as a secondary land use.

The two-unit condominium portion of the proposed PUD compliment and are compatible with detached single-family homes permitted in the district. This type of residential setting is quite common throughout Allendale Township, as it creates a desirable mix of home types, age ranges, and price points. In general, condominium communities of this nature are quiet, aesthetically pleasing, and well maintained. As such, the condominiums would be an appropriate buffer from the new sanitary sewer lift station, the 56th/Piece intersection, and detached single-family homes to the north and east.

The condominium units meet the intent of the PUD section of the zoning ordinance (Article 12) and 2024 Master Plan, namely the goals for residential uses articulated in Chapter Two:

- Provide for strong neighborhoods with a *range of residential styles and densities*, which *incorporate into the landscape of existing neighborhoods*.
- Concentrate the density of residential land uses to protect open spaces and rural character.
- Require higher density housing on lands that have the capacity to support such development by means of adequate public roads, public water and public sanitary sewer, and other available infrastructure

The generous open space proposed preserves wetland and stream areas while still providing adequate stormwater management infrastructure.

The proposed density of the PUD is lower than that articulated in the Residential Density Table featured in Article 12 of the Zoning Ordinance. The Springfield Crossings PUD proposes 2.28 dwelling units per net development acre compared to the 3.26 maximum allowed for communities with public sanitary sewer.

PUD INTENT

The proposed project is aligned with the intent of the Allendale Township Zoning Ordinance as articulated in Article 12. Granting a PUD will allow for a development that is better planned and more desirable to live in. The proposed project complies with the objectives described in Section 12.01.

A. The PUD process allows on the same site two housing types (single family detached and two unit condominiums) that are compatible with each other and nearby properties.
B. The proposed PUD will allow for the development to better utilize the property than is possible through strict application of standard zoning and subdivision controls. Allowing “no lot line” condominium units enhances the ability to configure residences in a pleasing and harmonious way.

C. The proposed PUD preserves natural vegetation, respects natural topographic conditions, minimizes impact to wetlands, flood plains, the natural drainage pattern, and other natural site features.
D. The Springfield Crossings PUD promotes the efficient use of property and the networks of utilities, streets and other infrastructure features that maximize the allocation of fiscal and natural resources. Extensions of public sanitary sewer will be more efficient given the proposed condominium. Clustering the residences by way of the attached two-unit condominium is more efficient and preserves natural features and resources.
E. The proposed condominium portion of the PUD will feature a unified construction effort and will promote creativity in design and construction techniques. The proposed units will feature the highly desired “zero step” entry points, allowing easy access for residents of all levels of ability.
F. The PUD process will provide for the regulation of legal property uses (two-unit condominium buildings) not otherwise authorized in this zoning district within this ordinance.
G. As articulated in the section above, the PUD will provide for a development that advances and is consistent with the goals and objectives of the Allendale Charter Township Master Plan.
H. The proposed PUD promotes the principles of neotraditional design including “no lot line” configurations, street trees, street lights, sidewalks, and open space to create a sense of community and opportunities for interaction among neighbors.

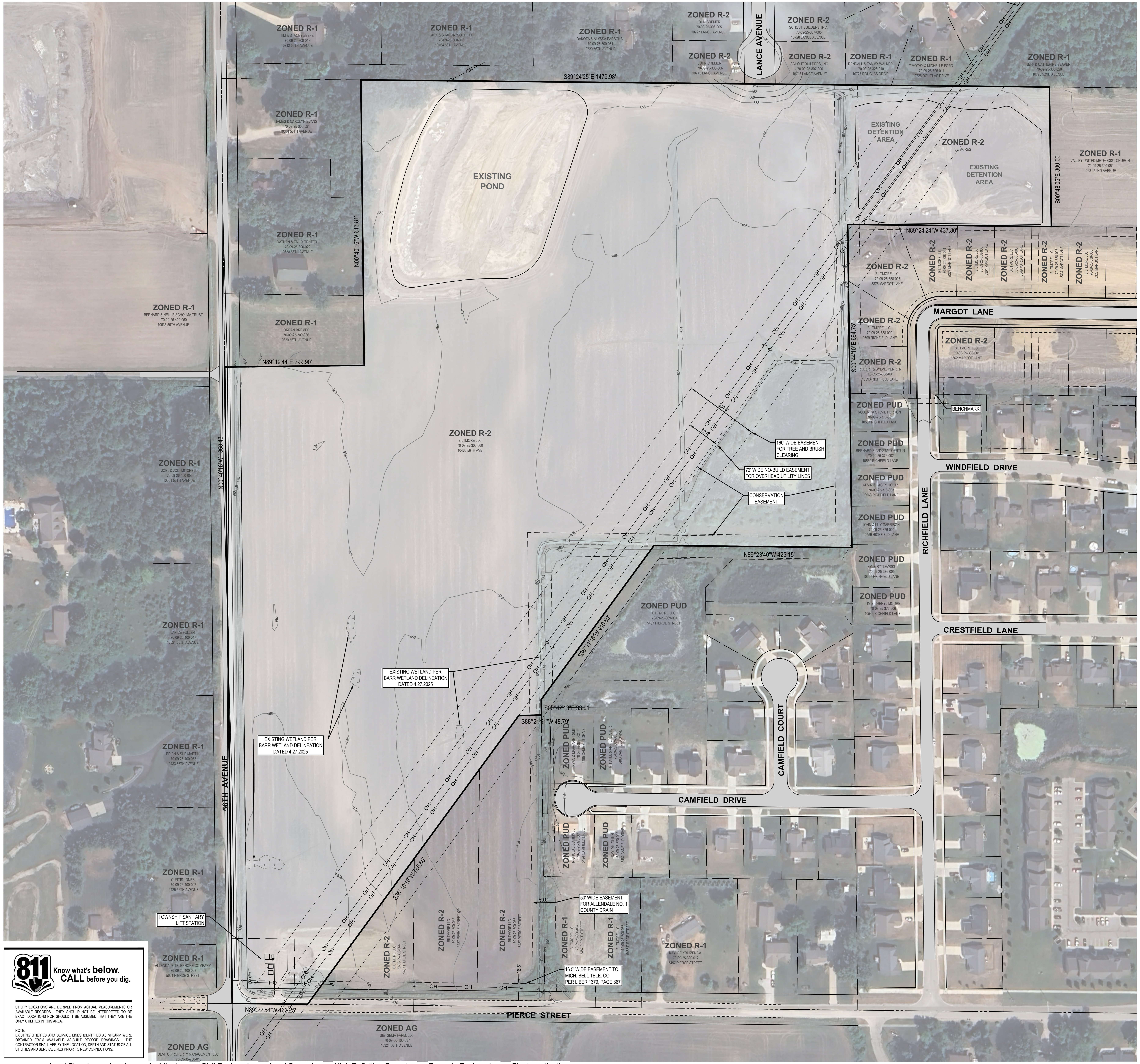
PROJECT TIMELINE

The proposed project would proceed in two phases. Phase One construction would begin Fall 2026. Phase Two would commence final construction document design in late 2026/early 2027 with construction beginning Summer of 2027.

SUMMARY

The proposed Springfield Crossings PUD is in alignment with the goals of the Township Master Plan, provides abundant open space, and broadens the housing choices available to the Allendale community at a density that is appropriate for the community context.

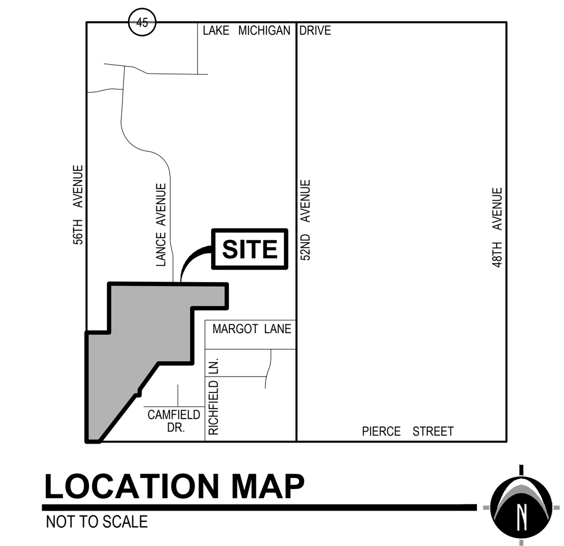
Experience . . . the Difference



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

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

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



LOCATION MAP
NOT TO SCALE

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

PROPERTY DESCRIPTION

Part of the Southwest 1/4, Section 25, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Beginning at the Southwest corner of said Section; thence N00°40'16"W 1368.43 feet along the West line of said Section; thence N89°19'44"E 299.90 feet; thence N00°40'16"W 613.81 feet; thence S89°24'25"E 1479.98 feet; thence S00°48'05"E 300.00 feet; thence N89°24'24"W 437.80 feet; thence S00°44'10"E 694.75 feet; thence N89°23'40"W 425.15 feet; thence S36°11'16"W 410.80 feet; thence S00°42'13"E 33.01 feet; thence S88°21'51"W 48.79 feet; thence S36°10'16"W 768.60 feet; thence N89°22'54"W 162.25 feet along the South line of said Section to the Point of Beginning. Contains 41.70 acres. Subject to highway right-of-way for 56th Street over the most Westerly 33 feet thereof. Also subject to highway right-of-way for Pierce Street over the most Southerly 50 feet thereof. Also subject to easements, restrictions and rights-of-way of record.

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

NEDERVELD
www.nederveld.com
800.222.1868

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

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Biltmore LLC
Attn: Merwyn Koster

5399 Pierce Street
Allendale, MI 49401
Phone: 616.895.5904

REVISIONS:

Title	Drawn	Checked	Date
Conceptual Site Plan	JW/DC	EDY	11.07.2025
Per Township Review	JW/DC	EDY	12.22.2025
Site Plan Review	DC	EDY	02.06.2026
Final PUD Site Plan Review	DAC	EDY	02.11.2026
Final PUD Site Plan Review	DLC	EDY	04.08.2026
Final PUD Site Plan Review	DLC	EDY	04.23.2026
Final PUD Site Plan Review	DLC	EDY	05.26.2026

SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT

Existing Site Conditions Plan

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

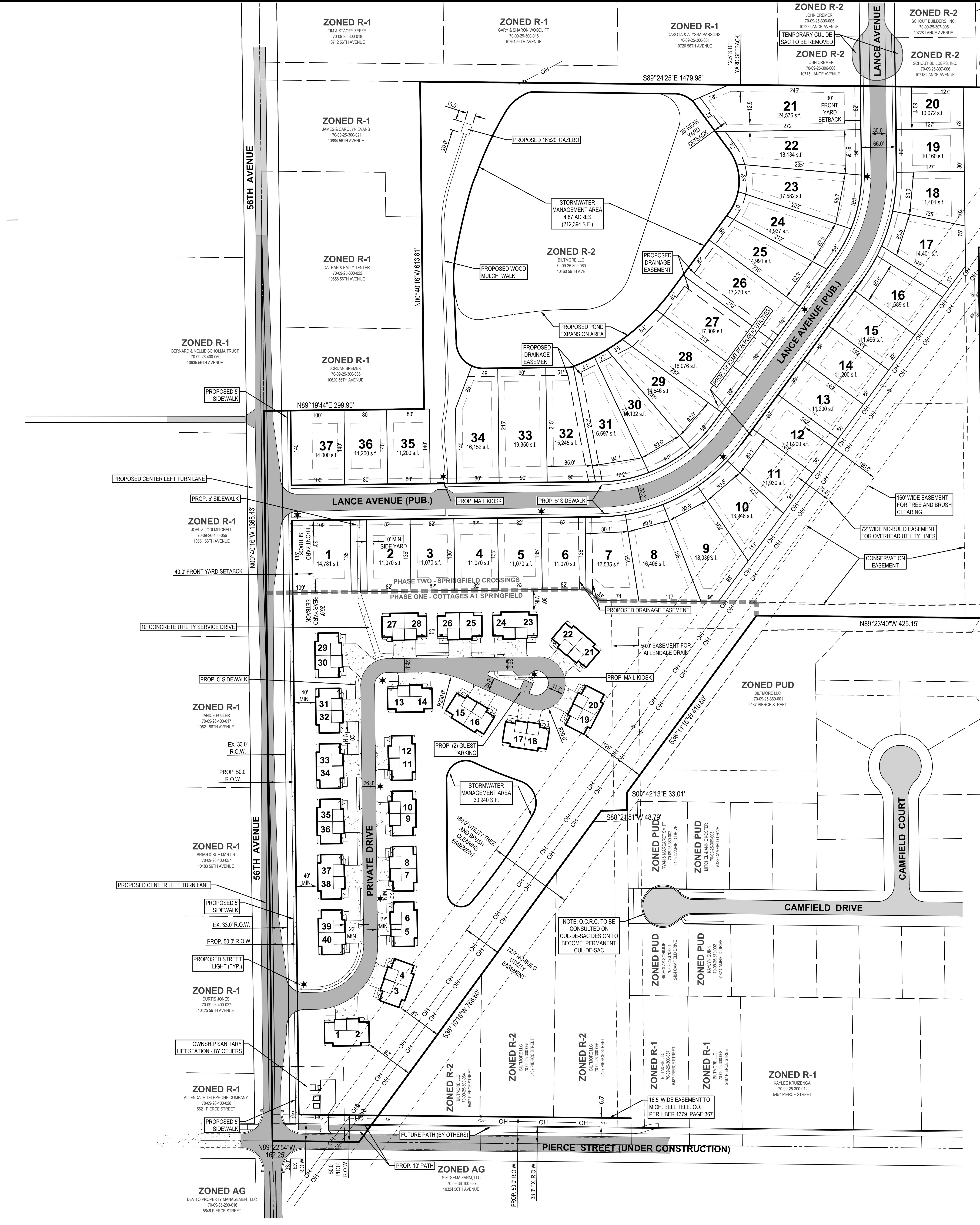
STAMP:

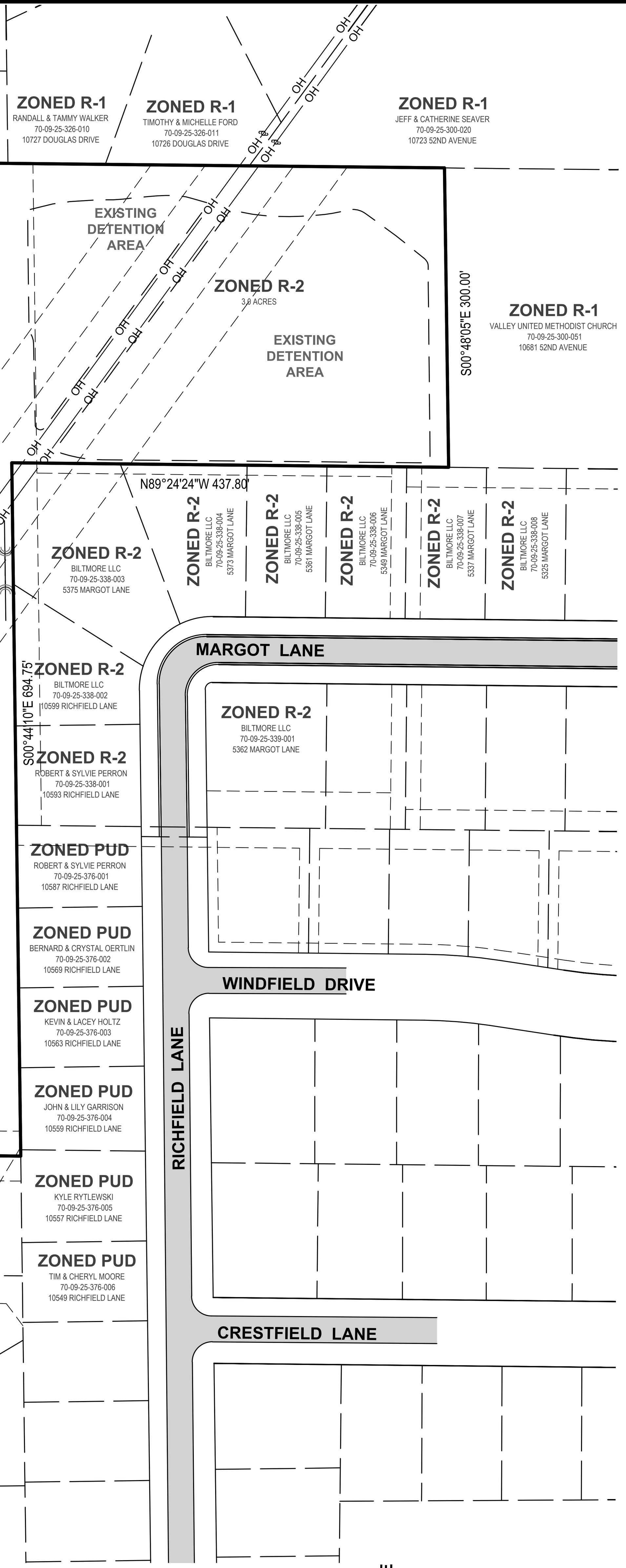
STATE OF MICHIGAN
ROBERT J. BERENDS
License No. 6201041559
LICENSED PROFESSIONAL ENGINEER

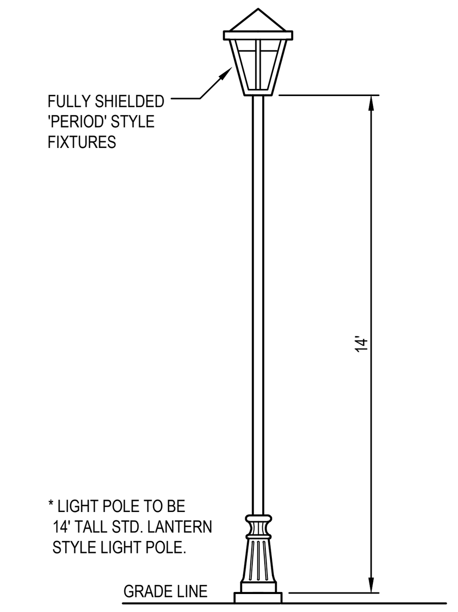
PROJECT NO:
24201416

SHEET NO:
C-201

Experience . . . the Difference

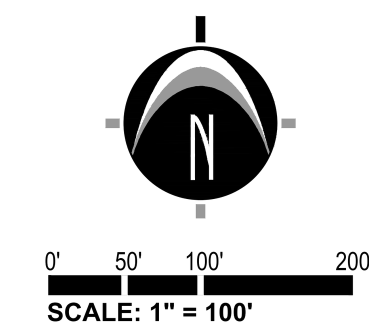


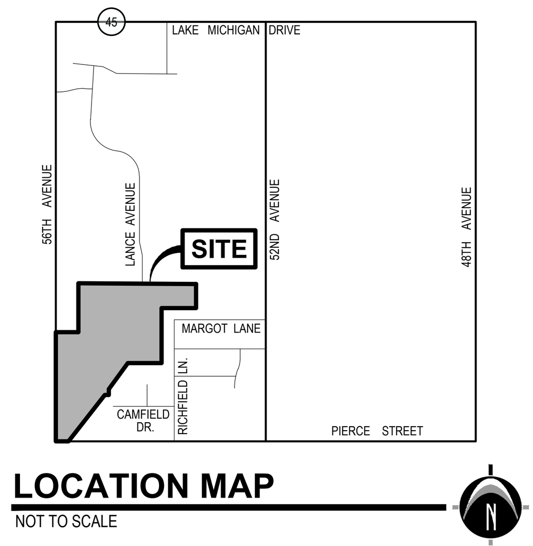




TYPICAL STREET LIGHT

N.T.S.

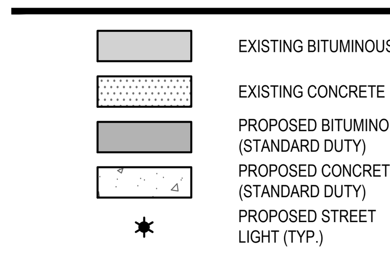


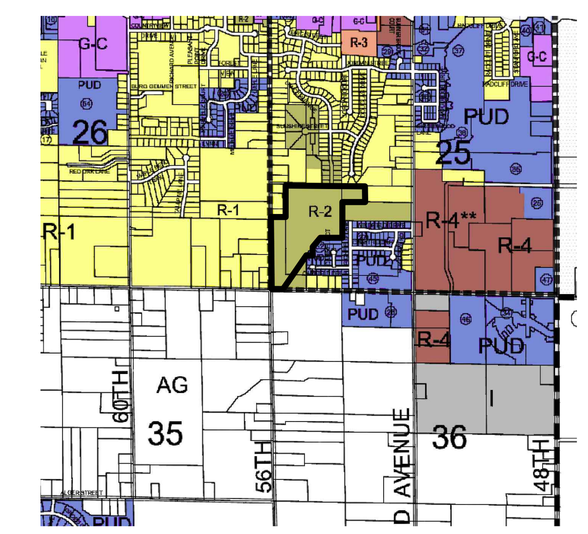


LOCATION MAP

NOT TO SCALE

LEGEND





2024 ZONING MAP

N.T.S.

GENERAL NOTES

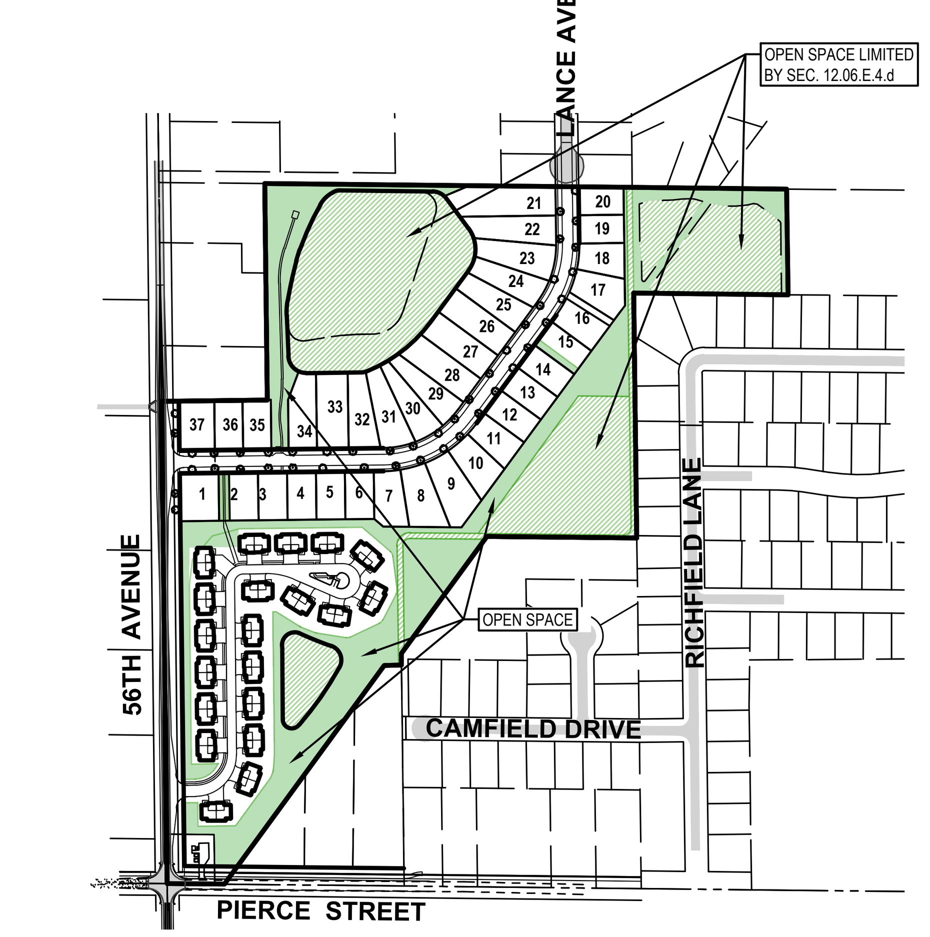
1) EXISITNG ZONING OF PROPERTY: R-2 (MEDIUM DENSITY ONE-FAMILY RESIDENTIAL)
   R-2 ZONING REQUIREMENTS
   A) MINIMUM LOT AREA = 10,000 SQ.FT. (12,000 SQ.FT. FOR A CORNER LOT)
   B) MINIMUM LOT WIDTH = 80 FT. (100 FT. FOR A CORNER LOT)
   C) MAXIMUM BUILDING HEIGHT = 30 FT OR 2 1/2 STORIES
   SETBACKS
   A) FRONT YARD = 30 FT. (50 FT. ADJACENT TO PRIMARY STREET)
   B) SIDE YARD = 25 FT. TOTAL (10 FT. MIN.)(30 FT. FOR CORNER LOT ON STREET SIDE)
   C) REAR YARD = 25 FT.
2) PROPOSED ZONING OF PROPERTY: PUD (PLANNED UNIT DEVELOPMENT)
3) SUMMARY OF LAND USE:
   A) TOTAL ACREAGE OF SITE (EXCLUDING R.O.W.) = 39.97 ACRES (1,741,271 SQ.FT.)
   B) AREA OF PRIMARY USE (SINGLE -FAMILY RESIDENTIAL) = 28.29 ACRES (1,232,518 SQ.FT.) (70.8% OF PUD AREA)
   C) AREA OF SECONDARY USE (TWO-FAMILY RESIDENTIAL) = 11.68 ACRES (508,740 SQ.FT.) (29.2% OF PUD AREA)
   D) TOTAL PROPOSED DWELLINGS = 77 DWELLINGS
   TOTAL SINGLE- FAMILY SITES = 37 DWELLINGS
   TOTAL TWO-FAMILY DWELLINGS = 40 DWELLINGS (20 BUILDINGS)
4) PROPOSED PUD REGULATING STANDARDS:
   A) SINGLE -FAMILY SITE CONDOMINIUMS (SITES 1-37)
   MINIMUM SITE AREA = 10,000 SQ.FT. (12,000 SQ.FT. FOR A CORNER SITE)
   MINIMUM SITE WIDTH = 80 FT. (100 FT. FOR A CORNER SITE)
   MAXIMUM BUILDING HEIGHT = 30 FT. OR 2 1/2 STORIES
   SETBACKS:
   FRONT YARD = 30 FT. (40 FT. ADJACENT TO PRIMARY STREET)
   SIDE YARD = 25 FT. TOTAL (10 FT. MIN.)
   REAR YARD = 25 FT.
   B) TWO-FAMILY CONDOMINIUMS COTTAGES AT SPRINGFIELD (40 UNITS)
   MAXIMUM BUILDING HEIGHT = 30 FT. OR 2 1/2 STORIES
   MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 20 FT. MIN.
   MINIMUM BUILDING DISTANCE TO PROPOSED R.O.W. ALONG 56TH AVENUE AND PIERCE STREET = 40 FT.
   MINIMUM DISTANCE TO SINGLE FAMILY SITES = 30 FT.
   MINIMUM DISTANCE FROM GARAGE TO COMMON DRIVE PAVEMENT OR ADJACENT SIDEWALK = 22 FT. MIN.
5) DENSITY CALCULATIONS:

MASTER PLAN DESIGNATION	= MODERATE DENSITY RESIDENTIAL (MOD)
ALLOWABLE DENSITY (W/ SANITARY SEWER)	= 3.26 PER NET DEVELOPMENT AREA
NET DEVELOPMENT AREA PER SEC 12.06.A.1.d	= 33.84 ACRES (1,474,005 SQ.FT.)
ALLOWABLE DWELLING UNITS	= 110 DWELLINGS
PROPOSED DWELLING/UNITS	= 77 DWELLINGS
PROPOSED DENSITY	= 2.28 DWELLINGS PER ACRES

6) OPEN SPACE CALCULATIONS:

TOTAL ACREAGE OF SITE (EXCLUDING R.O.W.)	= 39.97 ACRES (1,741,271 SQ.FT.)
REQUIRED OPEN SPACE (20% OF PUD AREA)	= 7.99 ACRES (348,254 SQ.FT.)
OPEN SPACES NOT LIMITED BY SEC. 12.06.E.4.d	= 8.02 ACRES (349,505 SQ.FT.)
MAXIMUM QUALIFYING SEC.12.06.E.4.d LANDS (50% OF REQ. O.S.)	= 4.00 ACRES (174,127 SQ.FT.)
TOTAL QUALIFYING OPEN SPACE [8.02 ACRES + 4.00 ACRES] (30% OF PUD AREA)	= 12.02 ACRES (523,632 SQ.FT.)

7) THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.
8) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
9) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
10) THE PERMANENT PARCEL NUMBER FOR THE SITE IS 70-09-25-300-060.
    THE ADDRESS OF THE PROPERTY IS 10460 56TH AVENUE, ALLENDALE, MI 49401.
11) MAIL KIOSK/MAIL BOX LOCATIONS TO BE COORDINATED WITH USPS.
12) ALL UTILITIES SHALL BE UNDERGROUND



OPEN SPACE EXHIBIT

NO SCALE

NEDERVELD
www.nederveld.com
800.222.1868

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

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
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HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Biltmore LLC
Attn: Merwyn Koster

5399 Pierce Street
Allendale, MI 49401
Phone: 616.895.5904

REVISIONS:

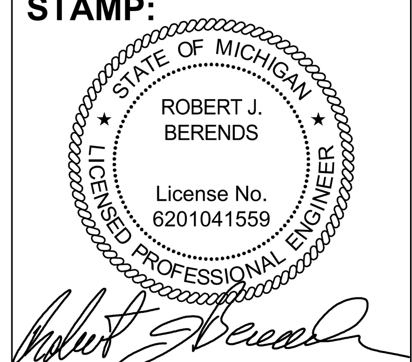
Title: Conceptual Site Plan		
Drawn: JW/DC	Checked: EDY	Date: 11.07.2025
Title: Per Township Review		
Drawn: JW/DC	Checked: EDY	Date: 12.22.2025
Title: Site Plan Review		
Drawn: DC	Checked: EDY	Date: 02.06.2026
Title: Final PUD Site Plan Review		
Drawn: DAC	Checked: EDY	Date: 02.11.2026
Title: Final PUD Site Plan Review		
Drawn: DLC	Checked: EDY	Date: 04.08.2026
Title: Final PUD Site Plan Review		
Drawn: DLC	Checked: EDY	Date: 04.23.2026
Title: Final PUD Site Plan Review		
Drawn: DLC	Checked: EDY	Date: 05.26.2026

SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT

Final PUD Plan

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

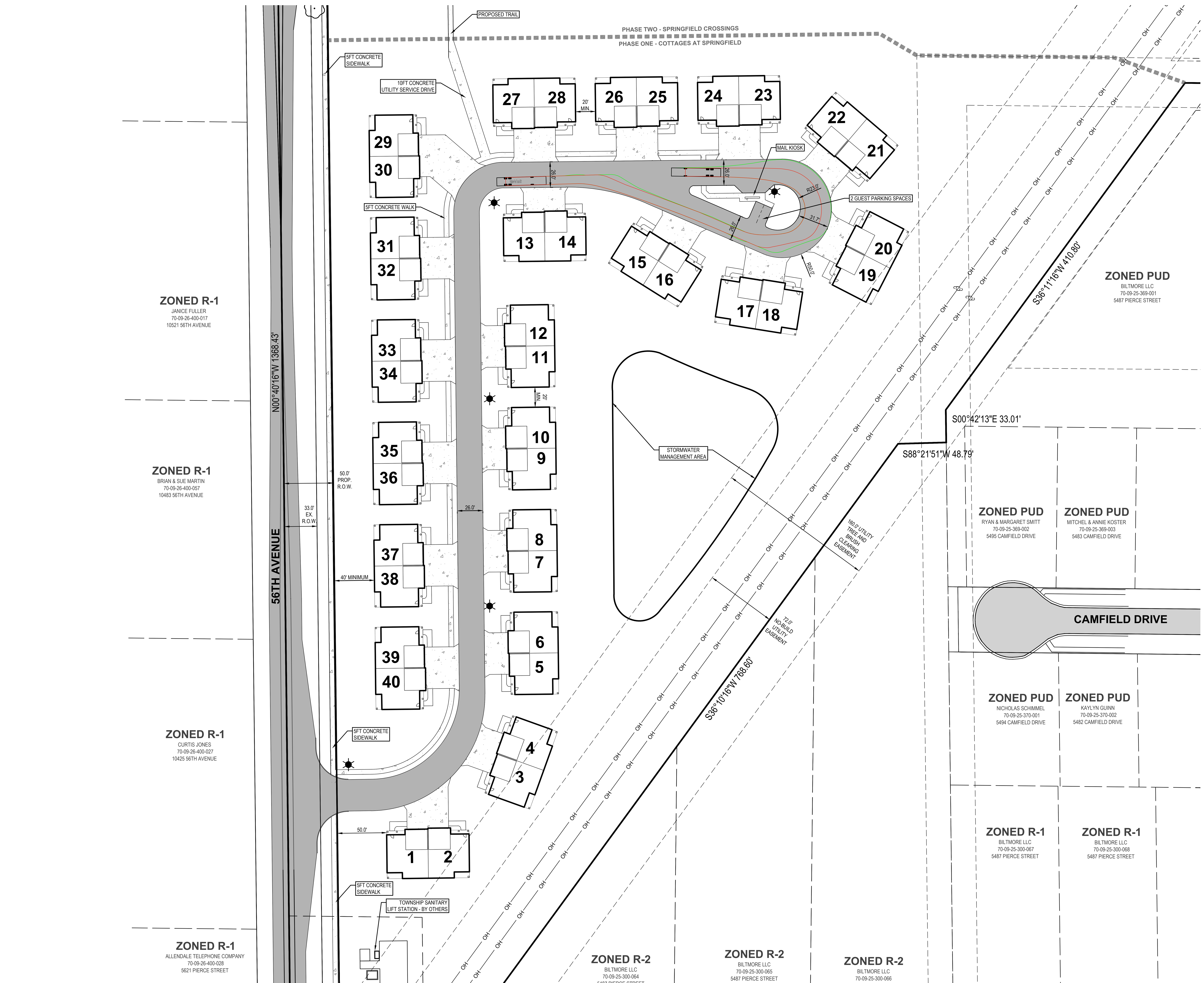


PROJECT NO:

24201416

SHEET NO:

C-205



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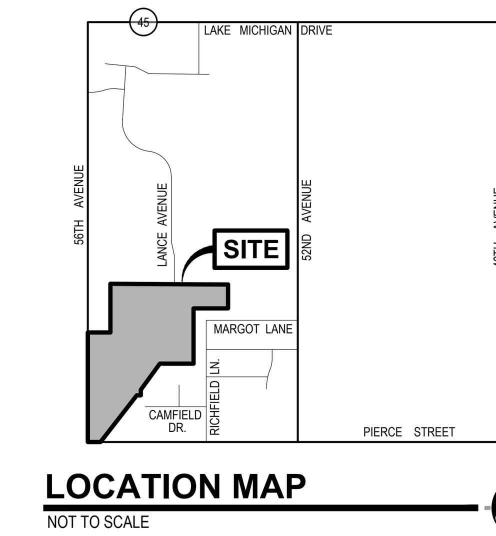
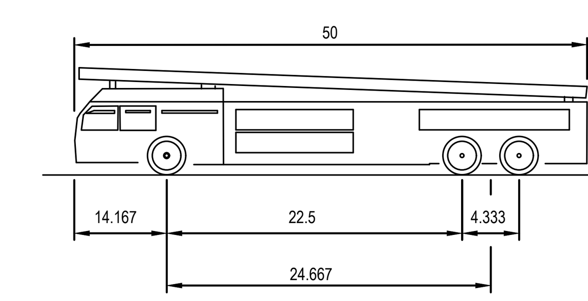


LOCATION MAP

NOT TO SCALE

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)



PLATFORM FIRE TRUCK-50FT	
OVERALL LENGTH	50.0 FT.
OVERALL WIDTH	8.333 FT.
OVERALL BODY HEIGHT	7.529 FT.
MIN BODY GROUND CLEARANCE	0.779 FT.
MAX TRACK WIDTH	8.333 FT.
LOCK-TO-LOCK TIME	6.0 SECONDS
MAX WHEEL ANGLE	45°

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Phone: 616.575.5190

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Biltmore LLC
Attn: Merwyn Koster

5399 Pierce Street
Allendale, MI 49401
Phone: 616.895.5904

REVISIONS:

Title	Drawn	Checked	Date
Conceptual Site Plan	JW/DC	EDY	11.07.2025
Per Township Review	JW/DC	EDY	12.22.2025
Site Plan Review	DC	EDY	02.06.2026
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Final PUD Site Plan Review	DLC	EDY	04.08.2026
Final PUD Site Plan Review	DLC	EDY	04.23.2026
Final PUD Site Plan Review	DLC	EDY	05.26.2026

SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT

Phase One Layout Plan
The Cottages at Springfield

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROBERT J. BERENDS
License No. 6201041559
LICENSED PROFESSIONAL ENGINEER

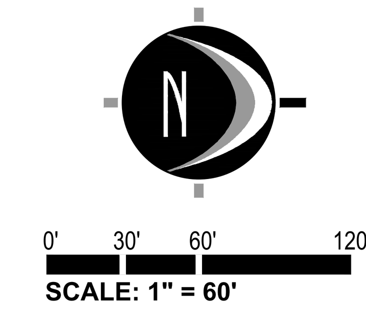
PROJECT NO:
24201416

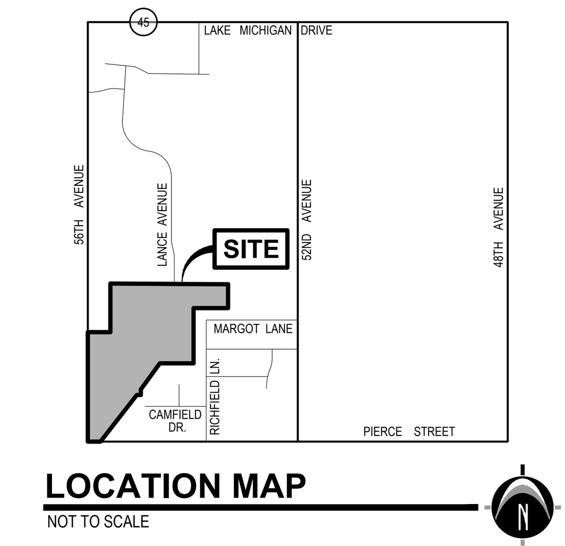
SHEET NO:
C-206

Experience . . . the Difference

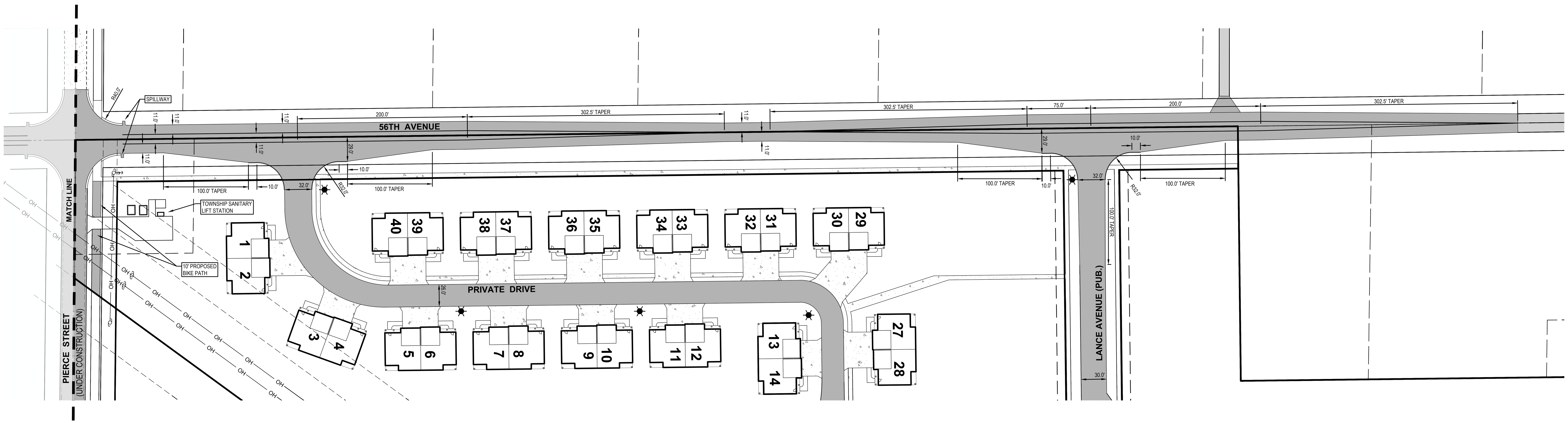
LEGEND

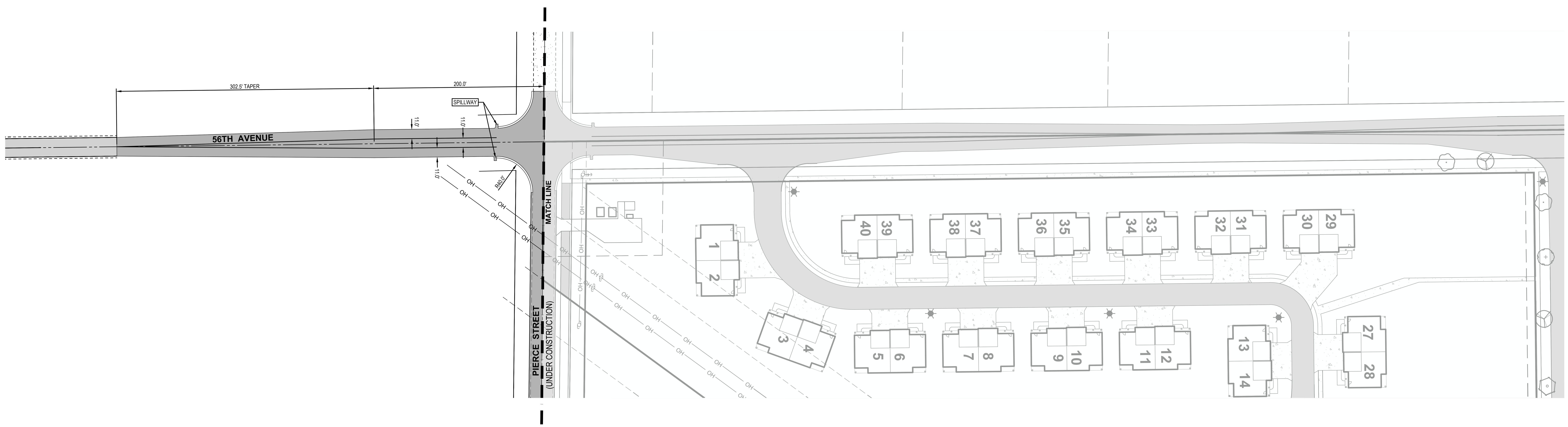
	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)





LOCATION MAP
NOT TO SCALE





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PREPARED FOR:

Biltmore LLC
Attn: Merwyn Koster

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Phone: 616.895.5904

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SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT

56th Ave. Road Improvements

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

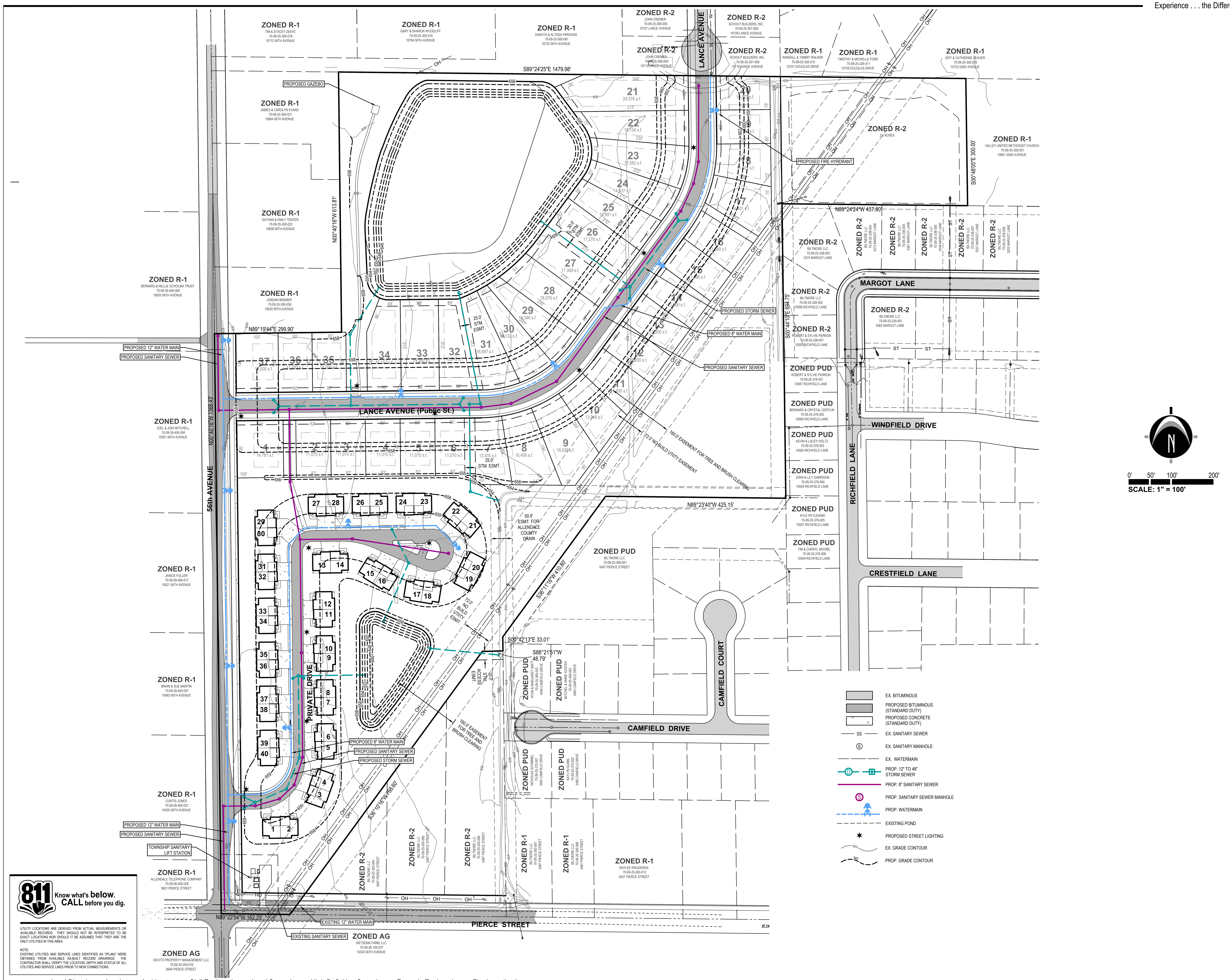
STAMP:

STATE OF MICHIGAN
ROBERT J. BERENDS
License No. 6201041559
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
24201416

SHEET NO:
C-207

Experience . . . the Difference



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Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT

Grading & Utility Plan

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

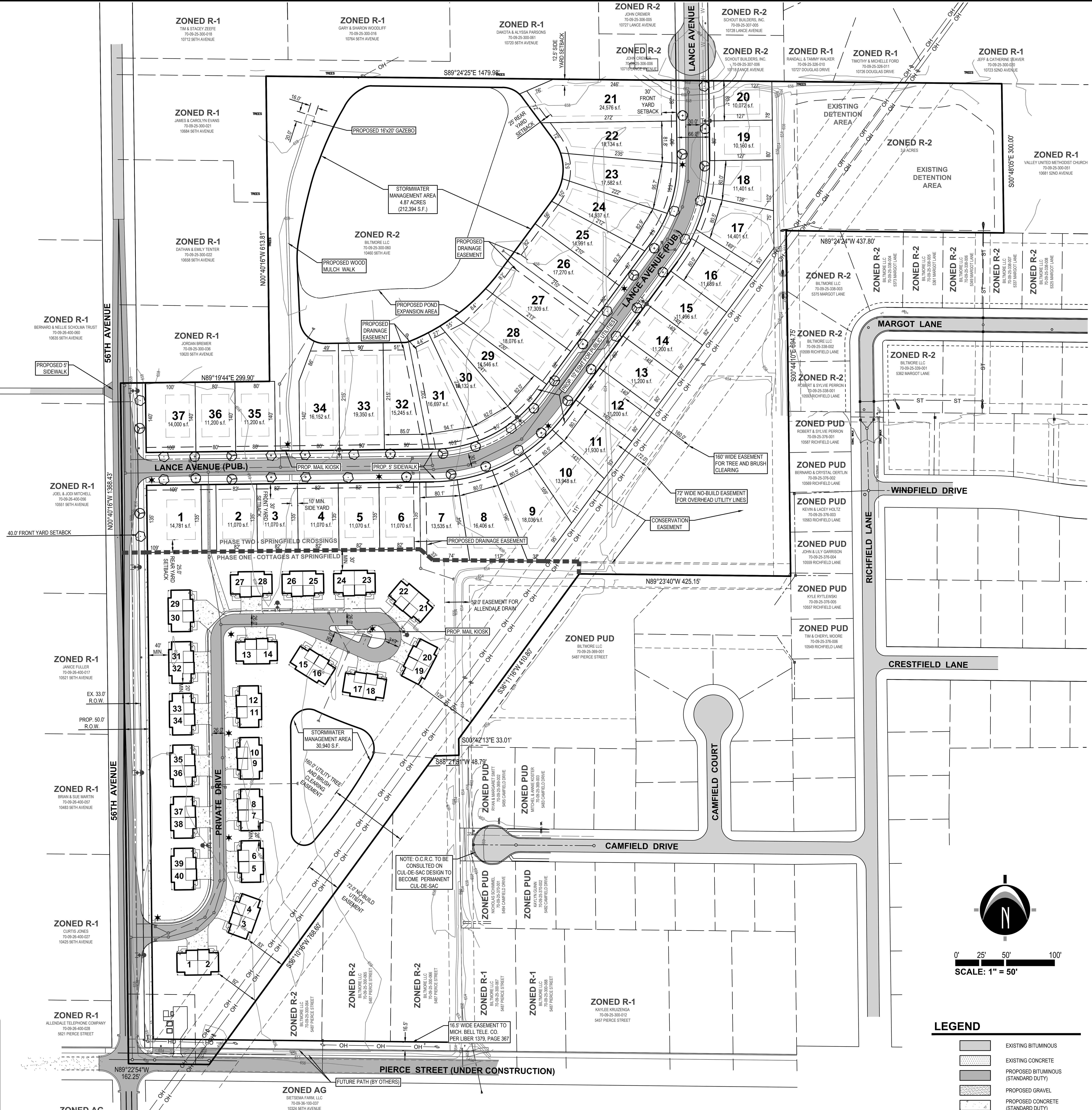
STAMP:

STATE OF MICHIGAN
ROBERT J. BERENDS
License No. 6201041559
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 24201416

SHEET NO: C-300

Experience . . . the Difference



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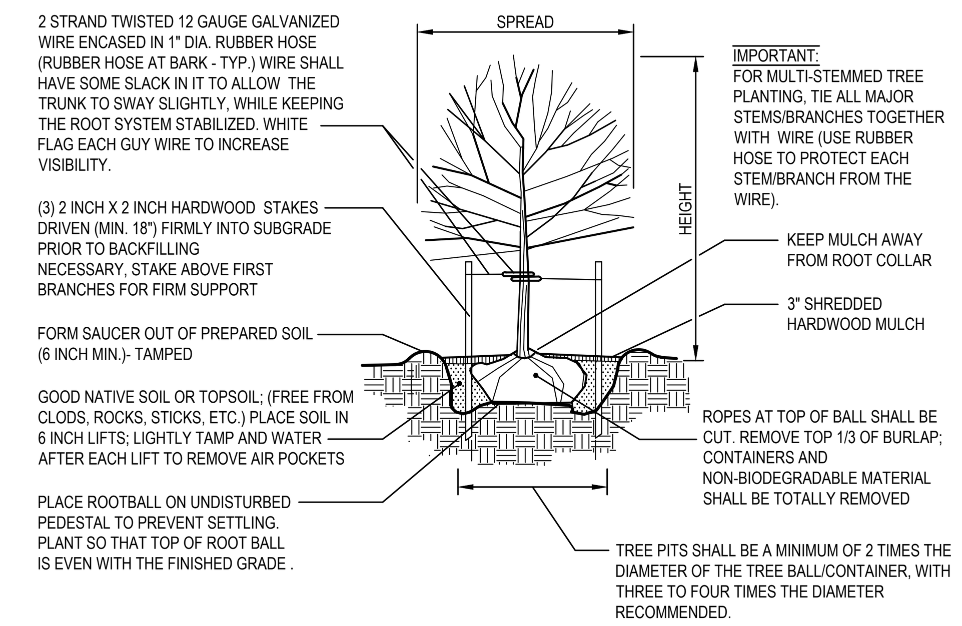

TYPICAL TREE PLANTING DETAIL

N.T.S.

LANDSCAPE CALCULATIONS

STREET TREES: SEC. 405.23.A

ON LOTS CONTAINING RIGHT OF WAY FRONTAGE OF LESS THAN 100 FEET IN WIDTH, A MINIMUM OF ONE TREE SHALL BE PLANTED ALONG EACH SIDE OF THE STREET. ON LOTS CONTAINING RIGHT OF WAY FRONTAGE OF 100 FEET OR GREATER IN WIDTH, NOT LESS THAN ONE TREE FOR EVERY 50 FEET OF FRONTAGE ALONG EACH SIDE OF THE STREET. TREES SHALL BE A MINIMUM OF ONE TREE PER INTERIOR LOT AND AT LEAST TWO TREES SHALL BE PROVIDED FOR A CORNER LOT.	
LANCE AVENUE	
REQUIRED: 40 TREES	PROPOSED: 40 TREES
56TH AVENUE	
REQUIRED: 4 TREES	PROPOSED: 4 TREES

LANDSCAPE NOTES

PLANTING NOTES:

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

TOPSOIL AND TURF NOTES:

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

IRRIGATION NOTES:

1) AN IN-GROUND IRRIGATION SYSTEM IS NOT REQUIRED PER LOCAL ZONING ORDINANCES. HOWEVER, IT IS RECOMMENDED THAT ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOWN ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED GRAVEL
- PROPOSED CONCRETE (STANDARD DUTY)

LANDSCAPE SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	Ak	Acer rubrum 'Karpick'	Karpick Red Maple	2.5" Cal.	12
	Gd	Gleditsia triacanthos inermis 'Draves'	Street Keeper® Honey Locust	2.5" Cal.	14
	Gp	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	2.5" Cal.	4
	Tb	Tilia americana 'Boulevard'	Boulevard American Linden	2.5" Cal.	14

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SPRINGFIELD CROSSINGS
PLANNED UNIT DEVELOPMENT
Landscape Plan

PART OF THE SW 1/4 OF SECTION 25, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
DUSTIN CORR
LANDSCAPE ARCHITECT
No. 3901001645
REGISTERED LANDSCAPE ARCHITECT

PROJECT NO: 24201416

SHEET NO: L-100

24201416-PREL2.dwg DC 5/26/2026 16:27

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE

[This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively]

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE ("**Declaration**") is created this ______ day of ______________, 202__, by Biltmore, LLC, a Michigan limited liability company, of 5399 Pierce St. Bldg. F, Allendale, MI 49401 (**Developer**).

The Developer is engaged in the construction of a single-family residential site condominium project located in Allendale Charter Township and the County of Ottawa, established as Springfield Crossings ("**Springfield Crossings**") pursuant to the Master Deed recorded on ____________________ at Instrument No. ______________________, Ottawa County Records ("**Crossings Master Deed**").

The Developer is further engaged in the construction of residential condominium project located in Allendale Charter Township and the County of Ottawa, established as The Cottages at Springfield ("**The Cottages at Springfield**") pursuant to the Master Deed recorded on ____________________ at Instrument No. ______________________, Ottawa County Records ("**Cottages Master Deed**").

The Developer has received approval from Allendale Charter Township ("**Township**") to develop Springfield Crossings and The Cottages at Springfield (collectively, the "**Project**") in accordance with Resolution _____.

The Township's approval of the Project was conditioned, in part, on the establishment of the perpetual building and use restrictions contained herein upon the below described portions of the Project, in accordance with the terms of this Declaration.

Those portions of the Project that are encumbered by this Declaration (the "**Open Space Area**") consist of (i) ___________________________ as depicted on Ottawa County Condominium Subdivision Plan No. ____ attached as Exhibit B to the Crossings Master Deed and (ii) ___________________________ as depicted on Ottawa County Condominium Subdivision Plan No. ____ attached as Exhibit B to the Cottages Master Deed (collectively, the "**Preservation Areas**").

NOW, THEREFORE, the Developer does, upon the recording hereof, declare that the Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Declaration, 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, the Developer declares as follows:

1. The purpose of this Declaration is to protect the natural features of the Preservation Area by restricting development activities and improvements within the Preservation Area, to assure that the Preservation Area will be perpetually preserved in its predominately natural and open space condition, and further to restrict development activities and improvements within the Park Area, in accordance with the provisions and limitations of this Declaration as well as the Master Deed.

2. The Open Space Area located within Springfield Crossings shall at all times be owned and maintained by the Springfield Crossings Homeowners Association, a Michigan nonprofit corporation consisting of co-owners of units within Springfield Crossings (the "**Crossings Association**").

3. The Open Space Area located within The Cottages at Springfield shall at all times be owned and maintained by The Cottages at Springfield Condominium Association, a Michigan nonprofit corporation consisting of co-owners of units within The Cottages at Springfield (the "**Cottages Association**") The Crossings Association and the Cottages Association are hereinafter referred to as an "**Association**" or the "**Associations**".

4. Except as specifically provided herein, or as authorized under the Allendale Charter Township Ordinance ____ to Establish the Springfield Crossings PUD Zoning District, or Resolution ____________:

(a) The Preservation Areas shall be a no-disturb area and shall be maintained in its natural state in perpetuity. Unless otherwise approved in writing by the Township and also by the Association for the project in which such area is located, no building, structure or other improvement shall be constructed within the Preservation Area, nor shall any clearing, mowing, tree removal, excavation, or other improvement be permitted in the Preservation Area except for periodic maintenance of the Preservation Area, including periodic removal of underbrush to reduce fire hazard and the necessary pruning and harvesting of trees and new plantings, as necessary to protect the health, safety and welfare of persons acquiring or owning an interest in the Project and their guests and invitees. Notwithstanding the forgoing, the Preservation Area may be disturbed by the Association for the project in which such area is located, for the removal of trees smaller than six inches in diameter at chest height and removal of dead, diseased, unsafe, or fallen trees, and noxious plants and shrubs, including, but not limited to, poison ivy, poison sumac, and poison oak.

5. This Declaration does not grant or convey to the general public any right to possession or use of the Open Space Area.

6. If the Association for the project in which a Preservation Area is located fails to maintain the Open Space Area as described in Section 3 above, as deemed necessary in the discretion of the Township for a period of thirty (30) days after the Township has given written notice to the Association of such failure, then the Township may, but shall not be required to, reasonably perform such maintenance as detailed in the notice, and may assess the Association for the costs of such maintenance. The Township shall have authority to enforce the terms and conditions of this Declaration through all legal means, including the right to the remedy of specific performance. Further each Association shall have the right to enforce the restrictions and provisions of this Declaration by all lawful means, including specific performance against the unit owners for the project in which such Preservation Area is located.

7. This Declaration shall be binding upon the successors and assigns of the Developer and shall run with the land in perpetuity unless modified or terminated by written agreement of each Association and the Township.

[This space is intentionally left blank]

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

Developer:

BILTMORE, LLC, a Michigan limited liability company

By: ________________________________
Merwyn Koster
Its: Manager

Acknowledged before me in Kent County, Michigan, on ______________, 20__ by Merwyn Koster, Manager of Biltmore, LLC, a Michigan limited liability company.

____
________________________, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My Commission Expires: ______________

This Instrument was Drafted By:

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

Return to Draftsman
after recording.

EXHIBIT A

Depiction of Open Space Area

MASTER DEED

THE COTTAGES AT SPRINGFIELD

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

(1) Master Deed establishing The Cottages at Springfield, a Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of The Cottages at Springfield.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for The Cottages at Springfield.

(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's Consent to Submission of Property to Condominium Ownership.

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

<u>This Master Deed Drafted By
and Return to After Recording</u>:

Todd A. Hendricks (P45782)
RHOADES McKEE, PC
55 Campau Avenue, N.W., Suite 300
Grand Rapids, MI 49503

MASTER DEED

THE COTTAGES AT SPRINGFIELD

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

This Master Deed is made and executed on this _____ day of ________, 2026, by BILTMORE, LLC, a Michigan limited liability company, of 5399 Pierce St. Bldg. F, Allendale, Michigan 49401 (the "**Developer**").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a condominium project to be known as The Cottages at Springfield (the "Project"), 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 The Cottages at Springfield as a condominium project under the Act and does declare that the Project will be held, conveyed, hypothecated, encumbered, 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 The Cottages at Springfield, Biltmore, LLC, 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 The Cottages at Springfield. An integral part of the development plan is the creation of The Cottages at Springfield Condominium Association, a Michigan non-profit corporation, to operate and/or maintain various common elements and common areas 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 Cottages at Springfield consists of forty (40) condominium units designed and intended for separate ownership and use for residential purposes, as set forth completely in the Condominium Subdivision Plan. Each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. All improvements and utilities for Units 1 and 2, as depicted on the Condominium Subdivision Plan, are "must-be-built" items. All other improvements, utilities and Units are "need-not-be-built" items. The Developer reserves the right, in its discretion, to construct the other Units and related improvements in the Project, as depicted on the attached Exhibit B.

The Project's storm water management system may be established and/or dedicated by the Developer as an Ottawa County Drain District. The Project may be contracted in the sole discretion of the Developer, in accordance with Article X of this Master Deed. The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time, in the Developer's sole discretion, by amendment affected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit (or a Limited Common Element appurtenant to such Unit) which has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-owner or purchaser and mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors or assigns as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing. 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:

[Insert legal description]

The property submitted to condominium ownership by this Master Deed and by any future amendment to this Master Deed is subject to local zoning, building and use ordinances, to easements, restrictions and agreements of record, to the rights of the public, and of any governmental unit in any part of the property taken, used or deeded for street or highway uses, and to matters which may be shown on an accurate survey. The Developer does not warrant title to any improvements or property located outside of the land area described in Article II.

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 The Cottages at Springfield 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 The Cottages at Springfield 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.

(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 BILTMORE, LLC, 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 fifteen (15) years thereafter or for as long as the Developer owns any Unit which it offers for sale, whichever is longer.

(m) Electronic Transmission. "Electronic transmission" or "electronically transmitted" means any form of communication that meets all of the following: (i) it does not directly involve the physical transmission of paper; (ii) it creates a record that may be retained and retrieved by the recipient; and (iii) it may be directly reproduced in paper form by the recipient through an automated process. An "email" is an example of an electronic transmission, but other forms of communication may satisfy the definition of electronic transmission. Electronic transmission shall constitute written notice for all purposes under the Condominium Documents.

(n) 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.

(o) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Article IV, Section A, below, which are for the use and enjoyment of all Co-owners.

(p) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Article IV, Section B, below, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(q) 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.

(r) 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.

(s) Project. "Project," "Condominium" or "Condominium Project" means The Cottages at Springfield Condominiums, which is a condominium development established in accordance with the provisions of the Act.

(t) PUD Approval. "PUD Approval" means the Township's PUD – Site Plan Approval _____________.

(u) Remote Communication. "Remote Communication" means a conference telephone, video conference or other means of remote communication that permits all persons that participate in a meeting to communicate with all the other participants.

(v) Springfield Crossings. "Springfield Crossings" means that certain site condominium development, which is being developed by the Developer in accordance with the PUD Approval.

(w) Springfield Crossings Homeowners Association. "Springfield Crossings Homeowners Association" means a Michigan non-profit corporation organized under the laws of Michigan, of which all co-owners within Springfield Crossings will be members, which corporation will administer, operate, manage and maintain Springfield Crossings.

(x) Township. "Township" means Allendale Charter Township, a municipality situated within Ottawa County, Michigan.

(y) 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.

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

A. GENERAL COMMON ELEMENTS.

The General Common Elements are:

(1) 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 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;

(2) Road and Utility Rights of Way. Common access roads and drives, utility rights-of-way, and sidewalks as indicated on the attached Exhibit "B";

(3) Electrical/Telephone/Cable. The electrical, telephone, and/or cable television wiring networks throughout the common areas of the Project, up to, but not including, the point of passage through Unit perimeter walls;

(4) Gas. The plumbing and gas line networks throughout the common areas of the Project, up to, but not including, the point of passage through Unit perimeter walls;

(5) Heating and Air Conditioning. The heating and/or air conditioning duct works and conduits throughout the common areas of the Project, up to, but not including, the point of passage through Unit perimeter walls;

(6) Water and Sewer Distribution. The water distribution system, sprinkling system, sanitary sewer system, and storm water management system serving the Project, up to, but not including, the point of passage through Unit perimeter walls;

(7) Structural Components. The structural components (including foundations and structural columns) of all building construction (including windows and doors therein) depicted on Exhibit "B," the roofs, ceilings, skylights, if any, located in a building, Unit perimeter walls, and any space between the ceiling and the roof, and between levels of construction;

(8) Garage and Parking Areas. Those portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan; and

(9) Miscellaneous. Such other 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.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above 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.

B. 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:

(1) Utility Service Lines. The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;

(2) Deck/Patio/Porch. The deck, patio, three season porch and/or balcony appurtenant to each Unit in the Project;

(3) Furnace/Water Heater/Air Conditioner. The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;

(4) Garage. Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(5) Driveway and Sidewalk. The driveway leading to the garage, and the sidewalk leading to the porch, which are all appurtenant to the Unit or Units which they service or front;

(6) Plumbing and Flue Lines. The portion of the interior wall of each Unit containing furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the Co-owner of the Unit which benefits therefrom;

(7) Mailboxes within Cluster Box Units. The mailbox within the cluster box units serving each Unit; and

(8) Interior Walls. The interior surfaces of Unit and Limited Common Element perimeter walls (including windows and doors therein), the interior surfaces of the ceilings and floors contained within a Condominium Unit or the appurtenant Limited Common Elements.

In the event no specific assignments of the Common Elements described herein have been made in the Condominium Subdivision Plan, the Developer reserves the right to designate each such space as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments, and hereby irrevocably appoint the Developer or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

C. MAINTENANCE.

Responsibility for the maintenance, cleaning, decoration, repair and replacement of the Common Elements and for the payment of utility bills is allocated as follows:

(1) The costs of maintenance, cleaning, decorating, repairing and replacement of all improvements within a Unit (and exterior windows and glass) will be borne by the Co-owner of the Unit. All exterior glass replacement shall be the responsibility of the Unit Co-owner.

(2) The costs of maintenance, cleaning, decorating, repairing and replacement of all General Common Elements shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a Co-owner or his or her agent, family member, invited or uninvited guest or invitee, or animals kept by any of them, for which such Co-owner shall reimburse the Association upon demand. Any such unpaid charges may be assessed against the Co-owner and collected by the Association in accordance with the Bylaws attached hereto as Exhibit "A."

It shall be the responsibility of the Association to ensure the proper installation and permanent maintenance of any and all storm water drainage and water retention systems, pipes, ponds, and facilities serving the Project are regularly inspected and maintained in proper functioning condition as necessary to ensure their continued effectiveness and in compliance with all present and future and present regulations, including, but not limited to, those requirements contained in the PUD Approval.

(3) The costs of maintenance, cleaning, decorating, repairing and replacement of all Limited Common Elements, for which responsibility is not otherwise herein specifically assigned, shall be borne by the Co-owner(s) of the Unit to which such Limited Common Elements appertain, except that the painting and/or staining of deck, patio, three season porch and/or balcony identified in B(2) above; the structural repair and replacement of the driveways and sidewalks identified in B(5) above, and the maintenance, repair and replacement of the mailboxes identified in B(7) above, shall be the responsibility of the Association.

(4) Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

(5) 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 in writing by the Association.

D. Reassignments of Limited Common Elements.

A Limited Common Element may be re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board of Directors shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

E. 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

A. Description of Units.

A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan, as prepared by Nederveld Associates Surveying, Inc., 217 Grandville Avenue SW, Suite 302, Grand Rapids, Michigan 49503. Each Unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, excluding any Common Elements contained therein, all as depicted on the floor plans and sections in Exhibit "B." In the event that the dimensions on the measured foundation plan of any Unit differs from the dimensions on the typical foundation plan for such Unit shown on Exhibit "B," then the typical floor plan for such Unit or Units shall be deemed to be automatically revised for such specific Unit in the same matter and to the same extent as the measured as-built foundation plan. The architectural plans for the Project were approved by and filed with the Township prior to the establishment of the Project.

B. 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.

ARTICLE VI
EASEMENTS

A. General Easements. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for emergency maintenance and repair of Common Elements, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws. The Developer, the Association and all public and private utilities providing service to the Project shall have perpetual, non-exclusive easements on, over, through, across and under the Project as may be necessary or appropriate for (a) carrying out their duties under the Condominium Documents, (b) for inspecting a Unit and Common Elements to confirm their compliance with the Condominium Documents, (c) for enforcing the terms and conditions of the Condominium Documents, and (d) as may be reasonable for the installation, inspection, maintenance, repair and replacement of all utilities in the Project. Any costs incurred in opening and repairing any wall, floor, or ceiling to undertake such installation, repair, replacement or maintenance shall be an expense of administration of the Association assessed against all Co-owners in accordance with the Bylaws.

B. Specific Easements. In addition to the general easements identified in paragraph A above, a private Easement for Ingress, Egress, Utilities and Drainage is hereby created within the Project and within the road right-of ways and within the access easements depicted on the attached Exhibit "B," as a non-exclusive perpetual easement for the benefit of the Co-owners, for utility companies and for governmental entities 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. Further, non-exclusive, perpetual easements 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 drainage easements on Exhibit "B," for the installation, construction, maintenance, repair, and replacement of storm water drainage and detention facilities and equipment. During the Development Period the Developer reserves the right to establish additional drainage easements across Common Elements within the Project, in the Developer's discretion.

C. Easements Reserved by Developer. In addition to all other rights reserved to it hereunder, the Developer, during the Development Period, reserves non-exclusive easements rights for the benefit of itself, its successors and assigns:

(1) for the unrestricted use of all roads, driveways, walkways, or utilities now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Project, (b) installation, maintenance, repair and replacement of utilities over, under and across all

roads, driveways and walkways; (c) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on Exhibit "B"; or (d) for any other lawful purpose.

(2) to lay pipes and cables and do all things reasonably necessary to utilize, tap, tie into, construct, extend and/or enlarge, all utility services or systems, now or hereafter located within the Project.

(3) to maintain a sales office, a model dwelling, a business office, a construction office and such trucks and other construction equipment, storage areas and signs in connection therewith, and to engage in any act(s) reasonably necessary to facilitate the construction 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.

(4) 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.

D. Easements of Record. Portions of the Project are encumbered by local zoning, building and use ordinances, easements, restrictions and agreements of record, and each Co-owner's use and enjoyment of his or her Unit will be subject to the rights of the public, and of any governmental unit in any part of the Project taken, used or deeded for street or highway uses, including, but not limited to, those easements, restrictions, and agreements of record depicted on the Condominium Subdivision Plan, attached as Exhibit "B" to this Master Deed. The Developer reserves the right 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. Any and all sums paid by any telecommunications or other company or entity to Developer in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees will remain the property of the Developer.

F. Grant of Easement for Community Areas in Springfield Crossings. The Project is benefitted by a non-exclusive perpetual easement to use the Community Areas, defined below, including a Private Pond located within Springfield Crossings, subject to the provisions and limitations of this Section, the Condominium Documents, and the Master Deed for Springfield Crossings. The use of the Community Areas is subject to rules and regulations which may be adopted by the Developer or the Springfield Crossings Homeowners Association from time to time, and those restrictions contained in the Bylaws attached to the Master Deed of Springfield Crossings, as the same relate to the Community Areas. The use of the Private Pond by Unit Co-owners in the Project is further subject to those restrictions contained in the condominium bylaws attached to Springfield Crossings Master Deed as Exhibit A, including, but not limited to, Section 6.1.25 thereof; provided, however, the Developer reserves the right, in its exclusive discretion, to further regulate use of the Private Pond, in all respects, by the Co-owners of condominium Units in this Project. Further, the Association shall be responsible for contributing financially each year to the operation, insurance, maintenance, repair and replacement of Community Areas, including the Private Pond, based upon the number of completed condominium Units within The Cottages at Springfield and the number of Units in Springfield Crossings having a completed residence constructed upon it, as of the last day of December each year.

ARTICLE VII
AMENDMENT

A. Amendment. The Project is subject to the PUD Approval. The Condominium Documents may not be amended or revised in any fashion which would be inconsistent with the provisions of the PUD Approval, without the prior written consent of the 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 The Cottages at Springfield. 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) 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.

(f) 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. 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.

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

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

(i) 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.

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

(k) Charter Township Consent. The provisions of the Master Deed and Bylaws are subject to the PUD Approval, and other applicable ordinances and laws. The PUD Approval 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, the PUD Approval 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 PUD Approval, ordinances or laws.

(l) 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.

(m) 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.

(n) Statutory Withdrawal Rights. The Developer reserves the right under Section 67 of the Act to withdraw from the Project all undeveloped portions of the Project not identified as "must be built," or may convert the undeveloped Condominium Units thereon to "must be built," without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project, during a period ending ten (10) years after the date of commencement of construction by the developer of the Project, or six years after the date the

Developer exercised its rights with respect to either expansion, contraction, or conversion of the Common Elements, whichever right was exercised last. Upon such withdrawal, the undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Common Element areas of the Project for the benefit of the undeveloped portions of the Project which have been withdrawn.

Further, if the Developer does not withdraw undeveloped land from the Project or convert undeveloped Condominium Units thereon to "must be built" as stated above, the Association, by an affirmative 2/3 majority vote of the Co-owners, may declare that the undeveloped land shall remain part of the Project and shall revert to General Common Elements, and all rights to construct Condominium Units upon such undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to the Developer, or any successor developer, by first class mail at the last known address of the Developer or successor developer. Within 60 days after receipt of such notice, the Developer or any successor developer may withdraw the undeveloped land from the Project or convert undeveloped Condominium Units thereon to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped Condominium Units are not converted within 60 days, the Association may file the notice of the declaration with the County Register of Deeds and shall take effect upon recording. The Association shall also file notice of the declaration with the local supervisor or assessing officer. In such an event, if it becomes necessary to adjust Percentages of Value as a result of fewer Condominium Units existing, a Co-owner or the Association may bring an action to require revisions to the Percentages of Value pursuant to Section 95 of the Condominium Act.

ARTICLE VIII
ASSIGNMENT

A. 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 IX
CONVERTIBLE AREA

The Project contains area surrounding each Unit that may constitute "convertible area." As depicted on the Condominium Subdivision Plan, attached hereto as Exhibit "B," the space located between the ceiling and the roof of a Unit, may constitute "convertible area." No additional Units may be created within such convertible areas, but any existing Units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. Any convertible area may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefore may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. The improvements to be located in the convertible area will be either residential Condominium Units, or General or Limited Common Elements.

ARTICLE X
CONTRACTION OF PROJECT

A. 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.

B. 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.

C. 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.

D. Redefinition of Common Elements. 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.

E. 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 XI
SPRINGFIELD CROSSINGS PUD

A. Springfield Crossings PUD. The Project and the adjacent residential site plan condominium called Springfield Crossings were approved by the Township in accordance with the PUD Approval for Springfield Crossings PUD. As shown on the approved PUD - Site Plan, it is anticipated that the development will include a park, gazebo and other improvements and open space as may be determined by the Developer from time to time during the Development Period and thereafter the Association (collectively the "Community Areas"). The Community Areas within Springfield Crossings will be administered, operated, managed and maintained by the Springfield Crossings Homeowners Association for the use and enjoyment of the co-owners of units in Springfield Crossings as well as the Co-owners in the Project in accordance with the PUD Approval, the condominium documents for Springfield Crossings, and rules and regulations adopted by the Springfield Crossings Homeowners Association from time to time.

B. Assessments. All authorized costs and expenses incurred by the Springfield Crossings Homeowners Association with respect to the Community Areas, including but not limited to insurance, operation, management, maintenance, repair, and/or replacement of the improvements located within the Community Areas, shall be the shared responsibility of the Co-owners, the members of the Springfield Crossings Homeowners Association. Each Co-owner of a Unit in the Project will be responsible for paying an annual sum equal to the annual assessment which is paid by each member of the Springfield Crossings Homeowners Association with respect to the Community Areas. Springfield Crossings Homeowners Association assessments with respect to the Community Areas will increase over time as improvements are constructed within the Community Areas.

C. Annual Budget. The board of directors for the Springfield Crossings Homeowners Association will submit an annual budget and membership assessment to the Association in advance for each fiscal year for purposes of projecting all anticipated expenses for the forthcoming year which it may incur with respect to insurance, operation, management, maintenance, repair, and/or replacement of the Community Areas. All authorized costs and expenses incurred by the Springfield Crossings Homeowners Association with respect to the Community Areas which are assessed to the Association shall constitute expenses of administration, and shall be assessed by the Association to the Co-owners of Units in the Project in accordance with the Condominium Bylaws.

ARTICLE XII
LIMITATION OF LIABILITY

A. 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 XII
CONTROLLING LAW

A 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.

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

BILTMORE, LLC,
a Michigan limited liability company

By: ________________________________
Merwyn Koster
Its: Manager

STATE OF MICHIGAN)
)
COUNTY OF _________)

Acknowledged before me on this ____ day of _______________, 20__, before me by Merwyn Koster, the Manager of Biltmore, LLC, a Michigan limited liability company, on behalf of the company.

____

Notary Public, ____________ County, MI
Acting in _______________ County, MI
My Commission Expires:_______________

THE COTTAGES AT SPRINGFIELD

EXHIBIT A

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

A. Association of Co-owners. The Cottages at Springfield, a residential 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:

A. 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 administration of the Condominium Project, along with those costs assessed by the Springfield Crossings Homeowners Association with respect to the Community Areas, 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.

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

(1) 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, and which may be required to cover the Association's obligation to contribute financially to the Springfield Crossings

Homeowners Association, as provided in Section C of Article VI of this Project's Master Deed. Such contributions to the Springfield Crossings Homeowners Association shall be deemed expenses of administration. 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 monthly payments as set forth in Article II 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 paragraph 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 Ten Thousand Dollars ($10,000.00) for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(2) Special Assessments. Special assessments, in addition to those required in subsection (1) 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 exceeding Ten Thousand Dollars ($10,000.00) annually for the entire Condominium Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in this Article II, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (2) (but not including those assessments referred to in subsection (1) 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.

C. 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 THE ABOVE WILL BE PAYABLE BY CO-OWNERS IN TWELVE (12) EQUAL MONTHLY 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.** Monthly assessments shall be deemed paid in advance and shall be due and payable on the first day of each month. The Board of Directors may, in its sole discretion, elect to collect the regular assessments on a different basis, such as quarterly, semi-annually 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 Article XVII 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.

D. 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.

E. Enforcement.

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

F. 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.

G. Developer's and Builder's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, along with its designated builders, JTB Homes, LLC and Interra Homes, LLC (collectively the "Builder"), will not be responsible at any time for payment of the monthly Association assessments.

(1) Pre-Turnover Expenses. During the time that the Developer controls the Association, it will be its responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses. The Developer may, at its option, fund any deficit in operating expenses prior to the Transitional Control Date by lending all or a portion of the deficit to the Association, with the Association being responsible for repaying the loan plus interest, to the extent of available funds, prior to the Transitional Control Date. At the time of the Transitional Control Date, the Developer will be liable for the funding of any continuing deficit of the Association which was in existence as of the Transitional Control Date.

(2) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall have no further responsibility to fund the deficit of the Association, and the Developer and Builder will be responsible for the payment of 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 or Builder. For purposes of the foregoing sentence, the Developer's and Builder's proportionate share of such expenses will be based upon the ratio of all Units which have been substantially completed and are owned by the Developer or Builder 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, for capital improvements or other special assessments, except with respect to Units which are substantially completed and which are owned by Developer or Builder, nor to finance litigation or other claims against the Developer or Builder, any costs of investigating and preparing such litigation or claim or any similar or related costs. The phrase "substantially completed" shall mean that a certificate of occupancy shas been issued for the Unit, pursuant to applicable local ordinance.

H. 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.

I. <u>Personal Property Tax Assessments of Association Property</u>. 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.

J. <u>Construction Lien</u>. 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.

K. <u>Statement as to Unpaid Assessments</u>. 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
<u>ARBITRATION</u>

A. <u>Submission to Arbitration</u>. 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.

B. 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:

(1) 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.

(2) 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.

C. 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.

D. Limitations. Notwithstanding anything to the contrary elsewhere herein contained, the Board of Directors of the Association shall not have authority to file a complaint, on account of an act or omission of the Developer or Builder, with any governmental agency which has regulatory or judicial authority over the development or any part thereof; or assert a claim against or sue the Developer or Builder; or levy any assessment; or incur any expense or legal fees with respect to any litigation, without the prior approval by affirmative vote of not less than two-thirds of all Co-owners. In no event shall the Developer or Builder be liable for, nor shall any unit owned by the Developer or Builder be subject to any lien for, any assessment levied to fund the cost of asserting any claim against the Developer and/or Builder whether by arbitration, judicial proceeding, or otherwise. This paragraph shall not apply to any litigation commenced by the Association to enforce collection of delinquent Association assessments.

ARTICLE IV
INSURANCE

A. Extent of Coverage. The Association, or any Insurance Trustee designated by the Association, shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or appropriate, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance with coverage of $1,000,000 or more for bodily injury, pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear.

(1) Each Co-owner shall be responsible for obtaining insurance coverage at his or her own expense for the interior of the Co-owner’s Unit, including wall coverings, floor coverings and screens, and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Condominium, for personal liability for occurrences within his or her Unit or upon limited common elements appurtenant to his or her Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit. The Association and all Co-owners shall use their best efforts to see that all property and

liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(2) All common elements of the Project, building service equipment and supplies, and other common personal property belonging to the Association shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all appliances, fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items and/or which have been financed with mortgage proceeds in accordance with plans and specifications thereof on file with the Association (or such standard items). Other improvements made by a Co-owner within his or her Unit shall be covered by insurance obtained by and at the expense of said Co-owners; provided that, if the Association elects to include other owner improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner as provided herein.

(3) The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) The Association shall be named as an obligee;

(b) The policy shall be written in such amount as may be required by any lending institution or other agency requesting the same, based upon the estimated annual operating expenses of the Condominium Project including reserves;

(c) The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “an employee” or similar expression;

(d) The policy shall provide that it may not be canceled or substantially modified, including cancellation for non-payment of premium, without at least thirty (30) days' prior written notice.

(4) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of all documents; and the performance of all other acts necessary to accomplish such purpose. All insurance proceeds shall be held in trust for the Co-owners and mortgagees of Units as their interests may appear.

(5) Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owners Unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(6) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(7) Notwithstanding any of the foregoing provisions and requirements relating to property and/or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

ARTICLE V
RECONSTRUCTION OR REPAIR

A. Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such Reconstruction. As used herein, "Reconstruction" means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(1) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, provision for Reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such propose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to all parties present an estimate of the cost of the Reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(2) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for Reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall be reduced accordingly, upon the basis of diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentage of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(3) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither Reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(4) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

B. Eminent Domain. Section 133 of the Act will control upon any taking by eminent domain.

C. 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).

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

ARTICLE VI
RESTRICTIONS

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

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

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

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

(1) No portion of a Unit or common element may be rented and no transient tenants may be accommodated therein; provided.

(2) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his or her Unit or limited common elements without the prior written approval of the Association, unless otherwise specifically permitted under the Act. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Project. An Owner may make alterations, additions or improvements within his or her Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(3) No nuisances shall be permitted on the Condominium property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(4) No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Board. No Co-owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(5) No signs, flags, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including “for sale” signs, without written permission from the Developer or the Association.

(6) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of his or her Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his or her Unit, or install any CB, short wave or other radio, satellite dish or similar device, or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Developer during the Development Period, and thereafter the Association. All exterior drapes and window coverings shall be white or neutral in color, as viewed from the exterior of the Unit. The foregoing restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony which is a limited common element appurtenant to his or her Unit, provided,

that no such furniture or other personal property shall be stored on any open deck, patio or porch which is visible form another Unit or from the Common Elements of the Project during the winter season, except such items that are approved and allowed pursuant to certain rules and regulations adopted by the Board.

(7) No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles or devices anywhere on or about the condominium premises.

(8) No animal, including household pets, shall be kept without the prior written consent of the Association. The Association has adopted the following guidelines regarding pets:

(a) One pet (which shall not weigh more than 25 pounds) is permitted per condominium unit.

(b) Outside the condominium unit, pets must be attended at all times by a responsible person and may not roam free.

(c) Pet owners must collect and dispose of pet feces.

(d) Any damage to general or limited common elements by pets will be the responsibility of the pet owner to repair. The Association reserves the right to repair such damages and assess the Co-owner for all costs involved.

(e) Pets permitted by the Association shall be kept under care and restraint by the Co-owner. Issues of noise, odor, unsanitary conditions, or obnoxious behavior may result in the expulsion of the pet from the property. No savage or dangerous animals are allowed.

(f) The Association has the exclusive and absolute authority as it relates to pets on the property. Appeal from a decision of the Association shall result in the immediate expulsion of the pet from the property during the appeal period.

(9) No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, motor homes, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on the Condominium property without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on the Condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(10) No more than one (1) automobile or other vehicle customarily used for transportation purposes shall be kept outside a closed garage on the Condominium property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(11) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be

reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the private drive without the prior consent of the Association. No yard ornaments or structures may be placed in the general or limited common areas, except those that are approved and allowed pursuant to certain rules and regulations adopted by the Board. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his or her Unit or upon the Common Elements which despoil the appearance of the Condominium.

(12) Absent an election to arbitrate pursuant to Article III of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in the Condominium Project.

(13) <u>Private Pond Restrictions</u>. The Private Pond, being the private pond located within Springfield Crossings (which pond is a General Common Element within Springfield Crossings) shall be subject to rules and regulations which may be adopted from time to time by the Developer and/or the Springfield Crossings Homeowners Association (i.e. the non-profit homeowner's association having the owners of site condominium units in Springfield Crossings as its members), and those restrictions contained in the condominium bylaws attached to the Springfield Crossings Master Deed as Exhibit A, as the same relate to The Private Pond, including, but not limited to, Section 6.1.25 thereof; provided, however, the Developer reserves the right, in its exclusive discretion, to further regulate use of The Private Pond, in all respects, by the Co-owners of condominium Units in this Project. Use of The Private Pond by Unit Co-owners in the Project shall be subject to the following provisions and restrictions:

(a) <u>Private Pond Use</u>. The Private Pond shall be only for the use and enjoyment of the Unit Co-owners and the owners of site condominium units within Springfield Crossings, and their family members and guests, subject to the limitations contained in the Condominium Documents.

(b) <u>Boats</u>. No boat over ten (10) feet in length, nor any boat with a gasoline powered engine, shall be permitted on the Private Pond or to be launched into the Private Pond.

(c) <u>Storage</u>. No boat shall be stored within the General Common Element areas, unless such storage complies in all respects with subsection (9) above.

(d) <u>Association Rules</u>. The Association may adopt reasonable rules and regulations with regard to the use of the Private Pond and the common dock, so long as they are not inconsistent with these provisions or other restrictions adopted by the Developer and/or the Springfield Crossings Homeowners Association.

(e) <u>No Petition for Lake Board</u>. 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.

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.

(13) <u>Open Space</u>. The Project contains Open Space Areas, as depicted on the Condominium Subdivision Plan attached as Exhibit "B". Such Open Space Areas shall remain in a natural and undisturbed condition in perpetuity, unless otherwise approved in accordance with

federal, state, or local laws, ordinances, or regulations affecting the Project. No improvement shall be constructed within the open space, other than a pedestrian trail or trail for non-motorized vehicles, or as necessary to install components of the stormwater management system, and no vegetation shall be removed, except for diseased vegetation or vegetation which imposes a hazard and for construction of a pedestrian trail or trail for non-motorized vehicles, for construction of stormwater management facilities, or for other improvements permitted by the PUD Approval ,or otherwise approved by the Township. The Open Space areas shall not be used for temporary or permanent storage of vehicles, boats, campers, or other personal property. There shall be no dumping of leaves or other yard waste in the Open Space Areas.

D. Leasing and Rental.

(1) No Right to Lease. No Co-owner may lease or rent his or her Unit for any purpose.

(2) Leasing Violations. If the Association determines that a Co-owner has failed to comply with the leasing restrictions of the Condominium Documents, the Association may take the following action:

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

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

(c) 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 a tenant or non-Co-owner occupant and the Co-owner liable for any damages to the Common Elements caused by such Co-owner, tenant or non-Co-owner occupant in connection with the Unit or the Project.

D. Changes in Common Elements. Except as provided in Article VII of the Master Deed 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.

E. 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.

F. 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.

G. Reserved Rights of Developer.

(1) 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 or the Builder 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/future community building 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.

(2) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII
MORTGAGES

A. 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.

B. 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.

C. 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

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

B. 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 this Article VIII and Article IX 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 Article IX. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in this Article VIII 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.

C. 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, address, and electronic transmission address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and electronic transmission 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.

D. 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.

E. 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.

F. 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.

G. Written Consent. As provided in the Articles of Incorporation of the Association, any action required or permitted to be taken at an annual or special meeting of Co-owners may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Co-owners having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. The Association shall give prompt notice of any action taken without a meeting by less than unanimous written consent to those Co-owners who did not consent to the action in writing. An electronic transmission that consents to an action that is transmitted by a Co-owner or proxy holder, is written, signed, and dated for the purpose of this section if the electronic transmission is delivered with information from which the Association can determine that the electronic transmission was transmitted by the Co-owner or proxy holder and the date on which the email was transmitted. The date on which an electronic transmission is transmitted is the date on which the consent was signed for purposes of this section. A consent given by electronic transmission shall be reproduced in paper form by the Secretary of the Association, who shall deposit such paper form in the book in which proceedings of the meetings of Co-owners are recorded.

ARTICLE IX
MEETINGS

A. 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; provided, however, if the Association makes remote communication available for the meeting, any Co-owner may attend a meeting by remote communication.

B. 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.

C. 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.

D. 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.

E. 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, or electronic transmission, of a notice to the representative of each Co-owner at the physical address or email address shown in the notice required to be filed with the Association by this Article IX 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.

F. 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.

G. 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 Article, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

H. 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 this Article 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.

I. 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.

J. 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

A. 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. Beginning at the _____ annual meeting [at the time of turnover] the business, property and affairs of the Association shall be managed by a Board of Directors consisting of five (5) members. The term of office for each director shall be three (3) years, except for directors elected at the initial meeting, and the terms will be staggered. At the initial meeting, the term of office for two of the candidates who receive the highest number of votes will be three (3) year; the term of office for the candidate who receives the next highest number of votes will be two (2) years; and the term of office for the remaining candidate with the highest number of votes will be one (1) year. The remaining position of the board is held by the Developer Representative pursuant to these bylaws. At such time as the Developer no longer has a representative on the Board, the remaining Board members shall approve a replacement to serve until the next annual meeting at which one board member is scheduled to be elected. At that time, both the scheduled one Board position and the position vacated by the Developer will both be filled for three (3) year terms. A director may serve consecutive terms without limit.

B. Election of Directors.

(1) 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 for below.

(2) 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 Article XI, Paragraph G or he or she resigns or becomes incapacitated.

(a) 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.

(b) 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 (a). Application of this subsection does not require a change in the size of the Board of Directors.

(c) 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 (b), 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 (2) 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 (a).

(d) Each Director shall serve for three (3) years or until his/her successor is elected.

(e) 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 Article IX.

(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.

C. 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.

D. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

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

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

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

(4) To rebuild improvements after casualty.

(5) 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.

(6) 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.

(7) 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.

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

(9) 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.

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

(11) To provide a guaranty to support the borrowing of funds by the Springfield Crossings Homeowners Association associated with the construction, maintenance, and replacement of improvements to the Community Areas, if required by an institutional lender.

(12) 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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. If remote communication will be available for the meeting of the Board of Directors, any Director may attend a meeting by remote communication. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or electronic transmission at least ten (10) days prior to the date named for such meeting. Such notice shall state whether remote communication will be available, and if so, the means of such remote communication.

J. 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 electronic transmission, which notice will state the time, place and purpose of the meeting, and whether remote communication will be available, and if so, the means of remote communication. 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. If remote communication will be available for the meeting, any Director may attend such meeting by remote communication.

K. 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.

L. 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.

M. 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.

N. 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

A. 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.

(1) 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.

(2) 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.

(3) 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.

(4) 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.

B. 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.

C. 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.

D. 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

A. 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.

B. 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.

C. 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 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:

A. 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.

B. 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.

C. 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.

D. 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 of these

Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, 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 these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

E. 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.

F. 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.

G. 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.

H. 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

A. 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.

B. 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.

C. Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 5399 Pierce St. Bldg. F, Allendale, Michigan 49401 , or to any Co-owner at the address set forth in the deed of conveyance, or at such other address or electronic transmission 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 or electronic transmission 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, or when electronically transmitted to the electronic transmission address provided.

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

E. Conflicting Provisions. In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the provisions of the PUD Approval and any Condominium Document, the PUD Approval 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.

MASTER DEED

SPRINGFIELD CROSSINGS

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

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _______

(1) Master Deed establishing Springfield Crossings, a Site Condominium Project.

(2) Exhibit "A" to Master Deed: Condominium Bylaws of Springfield Crossings.

(3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Springfield Crossings.

(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.

<u>This Master Deed Drafted By</u>
<u>and Return to After Recording</u>:

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

MASTER DEED

SPRINGFIELD CROSSINGS

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

This Master Deed is made and executed on this _____ day of ________, 2026, by BILTMORE, LLC, a Michigan limited liability company, of 5399 Pierce St. Bldg. F, Allendale, Michigan 49401 (the "**Developer**").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a single family residential site plan condominium project to be known as Springfield Crossings (the "**Project**"), the which consists of thirty-seven (37) 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 Springfield Crossings 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 Springfield Crossings, Biltmore, LLC, 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 Springfield Crossings as a site condominium development within the Springfield Crossings Planned Unit Development. An integral part of the development plan is the creation of the Springfield Crossings Homeowners 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 Project consists of thirty-seven (37) individual unit condominium sites, as set forth completely in the Condominium Subdivision Plan prepared by Nederveld Associates, attached hereto as Exhibit "B," 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 improvements will be a General Common Element within the Project. The Project may be contracted or in the sole discretion of the Developer, in accordance with Article XI 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:

[Insert legal description]

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 the Springfield Crossings Homeowners 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 the Springfield Crossings Homeowners 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.

(i) Condominium Unit. "Condominium Unit" or "Unit" means a single residential building site that is 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) The Cottages at Springfield. "The Cottages at Springfield" means that certain conventional residential condominium development, which is being developed by the Developer in accordance with the PUD Approval.

(l) The Cottages at Springfield Condominium Association. "The Cottages at Springfield Condominium Association" means that certain Michigan non-profit corporation organized under the laws of Michigan, of which all co-owners within The Cottages at Springfield will be members, which corporation will administer, operate, manage and maintain The Cottages at Springfield.

(m) Developer. "Developer" means BILTMORE, LLC, 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.

(n) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing for a period of fifteen (15) years thereafter or for as long as the Developer owns any Unit which it offers for sale, whichever is longer.

(o) Electronic Transmission. "Electronic transmission" or "electronically transmitted" means any form of communication that meets all of the following: (i) it does not directly involve the physical transmission of paper; (ii) it creates a record that may be retained and retrieved by the recipient; and (iii) it may be directly reproduced in paper form by the recipient through an automated process. An "email" is an example of an electronic transmission, but other forms of communication may satisfy the definition of electronic transmission. Electronic transmission shall constitute written notice for all purposes under the Condominium Documents.

(p) 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.

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

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

(s) 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.

(t) 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.

(u) Project. "Project," "Condominium" or "Condominium Project" means Springfield Crossings, a residential site condominium development established in accordance with the provisions of the Act.

(v) PUD Approval. "PUD Approval" means the Township's PUD – Site Plan Approval dated ______________________.

(w) 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.

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 over, across and through property that is within the boundaries of any Unit and over, under and across adjacent parcels of land outside the Project. 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(d);

(c) Electrical. The electrical transmission system located throughout the Project, including within the Rights-of-Way, up to, but not including, the point of lateral connection for service to each Unit and also excluding such other facilities within the boundaries of 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, up to but not including, the point of lateral connection for service to each Unit and also excluding such other facilities within the boundaries of individual units;

(e) Gas. The gas distribution system, if any, located throughout the Project, including within the Rights-of-Way, up to but not including, the point of lateral connection for service to each Unit and also excluding such other facilities within the boundaries of 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 Ottawa County Water Resources Commissioner and the Township's engineer, as applicable and shall be regularly maintained by the Association in a condition to ensure its proper and intended operation;

(g) Water and Sewer Distribution System. The water and sewer distribution systems, if any, located throughout the Project, including within the Rights-of-Way, up to but not including, the point of lateral connection for service to each Unit and also excluding such facilities within the boundaries individual units.

(h) 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;

(i) Sidewalks. The sidewalk system located within the Rights of Way adjacent to a Common Element or within a Common Element;

(j) Private Pond. The private detention pond which is depicted as a General Common Element on the Condominium Subdivision Plan attached hereto as Exhibit B (the "Private Pond");

(k) Open Space. The areas labeled as Open Space on the Condominium Subdivision Plan attached as Exhibit "B" ("Open Space Areas"). The Open Space Areas shall not be converted to additional Units and will remain an open space for purposes of the storm water management system and access by the Co-owners of the Association, their family and guests; and

(l) 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) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sanitary sewer, telephone, television, and/or other utility or telecommunication services to or from a Unit, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) 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";

(c) Footings and Foundations. The portion of any footing or foundation extending more than twenty (20) feet below surrounding grade level;

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

(e) Sidewalks. The sidewalk improvements located within the Rights-of-Way adjacent to a Unit;

(f) Mailboxes within Cluster Box Units. The cluster box units ("Cluster Box Units") containing individual mailboxes for each Co-Owner; and

(g) 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.

Each Co-owner will be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to his or her Unit, including, but not limited to, sidewalk improvements adjacent to his or her Unit, if any.

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.

It shall be the responsibility of the Association to ensure the proper installation and permanent maintenance of any and all storm water drainage and water retention systems, pipes, ponds, and facilities serving the Project are regularly inspected and maintained in proper functioning condition as necessary to ensure their continued effectiveness and in compliance with all present and future and present regulations, including, but not limited to, those requirements contained in the PUD Approval.

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 and the Private Easement for Drainage and Detention Pond (the "Utility Easements") depicted on the Condominium Subdivision Plan and their respective interests in the General Common Elements within the Utility Easements 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 Utility Easements 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.

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 the 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 Right to Grant Future Easements. In addition to rights reserved by the Developer elsewhere in the Condominium Documents, Developer hereby expressly reserves the right, for a period of twenty-five (25) years, commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements on, over, under, and across the General Common Elements now or hereafter located in any and all phases of the Project, for the benefit of land within the Project and/or land located outside of the boundary of the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed, and/or maintenance required as a direct result of such use, to tap, tie into`, service, maintain, extend, replace and enlarge all utility mains located in the Project, including but not limited to, water, electric, gas, communications, sanitary sewers, sewer, and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easement to use the roadways of the Project for any legitimate purpose, including, but not limited to, ingress and egress from all or any portion of all phases of the Project and/or land located outside of the boundary of the Project. Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person, and shall be evidenced by an appropriate written instrument recorded with the Ottawa County Register of Deeds. All of the co-owner and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed as may be required to effectuate the foregoing grants of easement. In the event the Developer utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obliged to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilizes as outlined above, the Developer agrees to pay a proportionate share of the maintenance, repair, and replacement of such utilities, sharing the cost of same with the Association, based upon the ratio of relative use of the utilities by the Developer and the members of the Association as determined by a professional engineer chosen by the Developer and the Association (or if the parties don't appoint an engineer, by an engineer appointed by a court of competent jurisdiction). The Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 6.6. Developer further reserves the right to locate Cluster Box Units within the General Common Elements for the use of the Co-owner and the co-owners of units in The Cottages at Springfield.

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

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 General 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 General Common Elements, including rules limiting the number of guests who may use the common elements, ii) suspend a Co-owner's or any other person's right to use the General 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 General 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 General 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 its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. 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 The Cottages at Springfield. Developer hereby conveys and establishes for the benefit of The Cottages at Springfield a non-exclusive perpetual easement to use the surface of the Private Pond, subject to the provisions and limitations of this Section 6.12. The use of the Private Pond by members of The Cottages at Springfield shall be subject to rules and regulations which may be adopted by the Developer or the Springfield Crossings Homeowners 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 the Private Pond. Further, the condominium association for The Cottages at Springfield shall be responsible for contributing financially each year to the operation, insurance, maintenance, repair and replacement of the Private Pond a proportionate share of such expenses based upon the number of completed condominium units within The Cottages at Springfield 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 Township approval as provided in the 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 the approved PUD Approval. The Condominium Documents may not be amended or revised in any fashion which would be inconsistent with the provisions of the PUD Approval, without the prior written consent of the 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 Springfield Crossings. 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 all 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) Allendale Township Consent. The provisions of the Master Deed and Bylaws are subject to the approved PUD Approval, and other applicable ordinances and laws. The PUD Approval contain 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, the PUD Approval 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 PUD Approval, ordinances or laws.

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

(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, and (e) to convert, subdivide, or contract all or any portion of the Project.

(o) Statutory Withdrawal Rights. The Developer reserves the right under Section 67 of the Act to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the Project, or any other party having an interest in the Project, during a period ending ten (10) years after the date of commencement of construction by the developer of the Project, or six years after the date the Developer exercised its rights with respect to either expansion, contraction, or conversion of the Common Elements, whichever right was exercised last. Upon such withdrawal, the undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Common Element areas of the Project for the benefit of the undeveloped portions of the Project which have been withdrawn. Provided, however, that Developer shall not withdraw any portion of the Project which is designated as Open Space on the Condominium Subdivision Plan.

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 Bylaws, including the power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by 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; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units, and the Open Space designated in the Condominium Subdivision Plan shall not 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
SPRINGFIELD CROSSINGS PUD

13.1 The Project and the adjacent conventional condominium development called The Cottages at Springfield were approved by the Township in accordance with the PUD Approval. As shown on the approved PUD - Site Plan, it is anticipated that the development will include a park, gazebo and other improvements and open space as may be determined by the Developer from time to time during the Development Period and thereafter the Association (collectively the "Community Areas"). The Community Areas within the Project will be administered, operated, managed and maintained by the Association for the use and enjoyment of the Co-owners, as well as the co-owners in The Cottages at Springfield in accordance with the PUD Approval, the Condominium Documents and rules and regulations adopted by the Association from time to time.

All authorized costs and expenses incurred by the Association with respect to the Community Areas, including, but not limited to, insurance, operation, management, maintenance, repair, and/or replacement of the improvements located within the Community Areas, shall be the responsibility of the Co-owners, each member of The Cottages at Springfield. Each member of The Cottages at Springfield Condominium Association will be responsible for paying an annual sum equal to the annual assessment which is paid by each of the Co-owners of the Project with respect to the Community Areas. Such assessments may be assessed on a monthly basis as determined by the Board of Directors of the Association. Such assessments will increase at such time as improvements are constructed within the Community Areas. All authorized costs and expenses incurred by the Association with respect to the Community Areas shall constitute expenses of administration, and shall be assessed by the Association to the Unit Co-owners in accordance with the Condominium Bylaws.

The Board of Directors of the Association will submit an annual budget and membership assessment to The Cottages at Springfield Condominium Association in advance for each fiscal year for purposes of projecting all anticipated expenses for the forthcoming year which it may incur with respect to insurance, operation, management, maintenance, repair, and/or replacement of the Community Areas.

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.

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

BILTMORE, LLC,
a Michigan limited liability company

By: ________________________________
Merwyn Koster
Its: Manager

STATE OF MICHIGAN)
)
COUNTY OF _________)

Acknowledged before me on this ____ day of ______________, 20__, before me by Merwyn Koster, the Manager of Biltmore, LLC, a Michigan limited liability company, on behalf of the company.

____

Notary Public, ____________ County, MI
Acting in _______________ County, MI
My Commission Expires:_______________

EXHIBIT "A" TO MASTER DEED
BYLAWS
OF
SPRINGFIELD CROSSINGS

ARTICLE I
ASSOCIATION OF CO-OWNERS

1.1 Association of Co-owners. Springfield Crossings, 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 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.

(c) Limitations on Assessments for Litigation. The Board of Directors shall not have the authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66 2/3% of all Co-owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 5 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer whether by arbitration, judicial proceeding, or otherwise.

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 equal shares. **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, although a member of the Association, along with its designated builders, JTB Homes, LLC and Interra Homes, LLC (collectively the "Builder"), will not be responsible at any time for payment of the monthly Association assessments.

(a) Pre-Turnover Expenses. During the time that the Developer controls the Association, it will be its responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses. At the time of the Transitional Control Date, the Developer will be liable for the funding of any continuing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall have no further responsibility to fund the deficit of the Association, and the Developer and Builder will be responsible for the payment of 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 or Builder. For purposes of the foregoing sentence, the Developer's and Builder's proportionate share of such expenses will be based upon the ratio of all Units which have been substantially completed and are owned by the Developer or Builder 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, for capital improvements or other special assessments, except with respect to Units which are substantially completed and which are owned by Developer or Builder, nor to finance litigation or other claims against the Developer or Builder, any costs of investigating and preparing such litigation or claim or any similar or related costs. The phrase "substantially completed" shall mean that a certificate of occupancy shas been issued for the Unit, pursuant to applicable local ordinance.

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 Project 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.

3.4 Limitations. Notwithstanding anything to the contrary elsewhere herein contained, the Board of Directors of the Association shall not have authority to file a complaint, on account of an act or omission of the Developer or Builder, with any governmental agency which has regulatory or judicial authority over the development or any part thereof; or assert a claim against or sue the Developer or Builder; or levy any assessment; or incur any expense or legal fees with respect to any litigation, without the prior approval by affirmative vote of not less than two-thirds of all Co-owners. In no event shall the Developer or Builder be liable for, nor shall any unit owned by the Developer or Builder be subject to any lien for, any assessment levied to fund the cost of asserting any claim against the Developer and/or Builder whether by arbitration, judicial proceeding, or otherwise. This paragraph shall not apply to any litigation commenced by the Association to enforce collection of delinquent Association assessments.

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 Project 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 Co-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 Co-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 Springfield Crossings, each Unit Co-owner acknowledges that, as the Developer of Springfield Crossings, and as an owner of portions of Springfield Crossings as well as other real estate within the Springfield Crossings PUD, Developer has a substantial interest in ensuring that the improvements within Springfield West enhance the Developer'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 6.2.15 below.

All of the Units in the Project 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 PUD Approval and 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. To the extent that the restrictions contained herein are more restrictive than the Allendale Township Zoning Ordinance, 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 Springfield Crossings. It shall be maintained by the Association for the common use and enjoyment of all of the Co-owners of Springfield Crossings. 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 the Private 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. The Private Pond located within the Project (which is a General Common Element) shall be subject to the following provisions:

(a) Pond Use. The Private Pond shall be only for the use and enjoyment of the Unit Co-owners and the owners of condominium units within The Cottages at Springfield, 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 the Private Pond shall have more than two (2) boats per dock.

(c) Docks. All Co-owners of Units having frontage on the Private 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 Private 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 the Private 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 ____ (__) dock into the Private Pond from the Common Area adjacent to the Private Pond, for the benefit of Co-owners of in the Project. 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 the Private Pond 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 the Private Pond, 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) Private Pond Maintenance. The Private 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 The Cottages at Springfield.

(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 the Private 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.

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.

6.1.26 Open Space. The Project contains Open Space Areas, as depicted on the Condominium Subdivision Plan attached as Exhibit "B". Such Open Space Areas shall remain in a natural and undisturbed condition in perpetuity, unless otherwise approved in accordance with federal, state, or local laws, ordinances, or regulations affecting the Project. No improvement shall be constructed within the open space, other than a pedestrian trail or trail for non-motorized vehicles, or as necessary to install components of the stormwater management system, and no vegetation shall be removed, except for diseased vegetation or vegetation which imposes a hazard and for construction of a pedestrian trail or trail for non-motorized vehicles, for construction of stormwater management facilities, or for other improvements permitted by the PUD Approval ,or otherwise approved by the Township. The Open Space areas shall not be used for temporary or permanent storage of vehicles, boats, campers, or other personal property. There shall be no dumping of leaves or other yard waste in the Open Space Areas.

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 _____ square feet, exclusive of decks, porches, patios, and garages. No two story residence will be constructed with a total floor area of less than _______ 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 the PUD Approval. 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, address, and electronic transmission address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and electronic transmission 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.

8.7 Written Consent. As provided in the Articles of Incorporation of the Association, any action required or permitted to be taken at an annual or special meeting of Co-owners may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Co-owners having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. The Association shall give prompt notice of any action taken without a meeting by less than unanimous written consent to those Co-owners who did not consent to the action in writing. An electronic transmission that consents to an action that is transmitted by a Co-owner or proxy holder, is written, signed, and dated for the purpose of this section if the electronic transmission is delivered with information from which the Association can determine that the electronic transmission was transmitted by the Co-owner or proxy holder and the date on which the email was transmitted. The date on which an electronic transmission is transmitted is the date on which the consent was signed for purposes of this section. A consent given by electronic transmission shall be reproduced in paper form by the Secretary of the Association, who shall deposit such paper form in the book in which proceedings of the meetings of Co-owners are recorded.

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; provided, however, if the Association makes remote communication available for the meeting, any Co-owner may attend a meeting by remote communication.

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, or electronic transmission, of a notice to the representative of each Co-owner at the physical address or email address shown in the notice required to be filed with the Association by this Article IX 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. If remote communication will be available for the meeting of the Board of Directors, any Director may attend a meeting by remote communication. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or electronic transmission at least ten (10) days prior to the date named for such meeting. Such notice shall state whether remote communication will be available, and if so, the means of such remote communication.

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 electronic transmission, which notice will state the time, place and purpose of the meeting, and whether remote communication will be available, and if so, the means of remote communication. 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. If remote communication will be available for the meeting, any Director may attend such meeting by remote communication.

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.

11.14 Compliance with Corporate Transparency Act. The Corporate Transparency Act (31 U.S.C. §5336) and its implementing regulations (collectively, the "CTA") may require the Association, its Board of Directors, and any other person who may be considered a Beneficial Owner (as defined in the CTA) to disclose certain information to the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"), including, without limitation, each individual's name, current address, driver's license or state identification number, and an image of such driver's license or state identification card (along with any other information required by the CTA, the "Beneficial Ownership Information").

(a) Compliance Officer. The Board of Directors shall designate a representative to serve as the Person responsible for performing the Associations' obligations under the CTA and the CTA Regulations, including, without limitation, causing the Association to file all necessary beneficial ownership reports ("Compliance Officer").

(b) Consent. Each Officer and Director agree to provide to the Compliance Officer in a timely manner their respective Beneficial Ownership Information and file, or cause to be filed, all Beneficial Ownership Information reports so as required to comply with the CTA.

(c) Indemnification. Each Officer and Director shall indemnify, defend and hold harmless the Association against any third-party claim, loss or expense incurred by the Association as a result of (i) any inaccuracy in any Beneficial Ownership Information provided by such Officer or Director, or (ii) any failure of such Officer or Director to provide updated Beneficial Ownership Information as required by the CTA.

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. Notwithstanding any provision contained herein to the contrary, 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 5399 Pierce St., Bldg. F, Allendale, Michigan 49401, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address or electronic transmission 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 or electronic transmission 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, or when electronically transmitted to the electronic transmission address provided.

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 the provisions of the PUD Approval and any Condominium Document, the PUD Approval 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.

ORDINANCE NO. ___________

ZONING MAP AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ALLENDALE CHARTER TOWNSHIP ZONING ORDINANCE, CHAPTER 470 OF THE CODE OF ORDINANCES, BY ZONING CERTAIN LAND TO INCLUDE THE PUD PLANNED UNIT DEVELOPMENT DISTRICT, TO PROIVDE FOR SEVERABILITY, TO PROVIDE FOR REPEAL AND, TO ESTABLISH AN EFFECTIVE DATE.

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

Section 1. Amendment. The Zoning Ordinance and Map of the Charter Township of Allendale, Ottawa County, Michigan, the map being incorporated by reference in Chapter 470 of the Code of Ordinances for the Charter Township of Allendale pursuant to Article 4, shall be amended so the following land shall be zoned to include the Planned Unit Development District. The land is in the Charter Township of Allendale, Ottawa County, Michigan, and is described as follows:

PT OF SW 1/4 BEG SW SEC COR, TH N 0S 40M 16S W 1368.43 FT, N 89D 19M 44S E 299.9 FT, N 0D 40M 16S W 613.81 FT, S 89D 24M 25S E 1479.98 FT, S 0D 48M 05S E 300 FT, N 89D 24M 24S W 437.8 FT, S 0D 44M 10S E 694.75 FT, N 89D 23M 40S W 425.15 FT, S 36D 11M 16S W 410.8 FT, S 0D 42M 13S E 33.01 FT, S 88D 21M 51S W 48.79 FT, S 36D 10M 16S W 768.6 FT, TH N 89D 22M 54S W 162.25 FT TO BEG. SEC 25 T7N R14W. 41.7 AC. 70-09-25-300-063

Section 2. Severable Provisions. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 4. Effective Date. This amendment to Chapter 470 of the Code of Ordinances of Allendale Charter Township was approved and adopted by the Township Board of Allendale Charter Township, Ottawa County, Michigan on ___________________, 2026, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on _________________, 2026, and after posting and publication following such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _______________________, 2026, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment Ordinance in the _____________ as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

____
Adam Elenbaas
Township Supervisor

____
Jody Hansen
Township Clerk

CERTIFICATE

I, Jody Hansen, the Clerk for the Charter Township of Allendale, Ottawa County, Michigan, certify that the foregoing Allendale Charter Township Zoning Map Amendment Ordinance was adopted at a regular meeting of the Township Board held on ___________________, 2026. The following members of the Township Board were present at that meeting: ____ ____________________________. The following members of the Township Board were absent: ____.

The Ordinance was adopted by the Township Board with members of the Board _____________ ____ voting in favor and members of the Board ____ ____ voting in opposition. Notice of Adoption of the Ordinance was published in the ________________ on _____________________, 2026.

____

Jody Hansen, Clerk
Allendale Charter Township

CHARTER TOWNSHIP OF ALLENDALE
COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION #__________

At a regular meeting of the Board of Trustees of the Charter Township of Allendale, Ottawa County, Michigan, held at the Allendale Charter Township Hall located at 6676 Lake Michigan Drive, Allendale Charter Township, Ottawa County, Michigan, on the _________ day of _________, 2026 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, Biltmore, LLC (the "Applicant"), a Michigan limited liability company, whose address is 5399 Pierce Street, Allendale, Michigan, 49401, applied to Allendale Charter Township (the "Township") for Planned Unit Development approval pursuant to Article 12 of the Allendale Charter Township Zoning Ordinance (the "Zoning Ordinance") to establish thirty-seven (37) single-family condominium sites and twenty (20) duplex condominium buildings, as well as open space, public road, private drive, sidewalk, and the like, as shown in the site plan submission titled Springfield Crossings Planned Unit Development, prepared by Nederveld, Incorporated, dated 05.26.2026 (the "Development"), which includes;

1. A six (6) page project narrative with a cover page entitled, "Springfield Crossings, Allendale Charter Township Final Planned Unit Development" updated 5/7/2026;
2. Pavillion elevations and floor plan, undated (1 page);

3. Floor plan and exterior elevations for Springfield Crossings Planned Unit Development, The Cottages at Springfield, dated 05.12.2026 (2 pages);
4. Master Deed, The Cottages at Springfield (46 pages);
5. Master Deed, Springfield Crossings (50 pages);
6. Declaration of Restrictive Covenants for Open Space (5 pages);
7. A Traffic Impact Assessment from Fleis & Vandenbrink dated May 7, 2026 (33 pages);
8. Springfield Crossings Planned Unit Development, prepared by Nederveld, Project No. 24201416, dated 05.26.2026, including:
    a. Existing Site Conditions Plan, Sheet C-201;
    b. Final PUD Plan, Sheet C-205;
    c. Phase One Layout Plan, The Cottages at Springfield, Sheet C-206;
    d. 56th Ave. Road Improvements, Sheet C-207;
    e. Grading & Utility Plan, Sheet C-300;
    f. Landscape Plan, Sheet L-100; and

WHEREAS, before providing a recommendation to approve the Development, it is necessary that the Planning Commission hold a public hearing on the proposed Final Planned Unit Development Site Plan and the Site Condominium, and give notice as required by Michigan Act 110 of 2006, as amended; and

WHEREAS, proper notice of the public hearing on the Final Planned Unit Development Site Plan and Site Condominium 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 July 6, 2026; and

WHEREAS, the Township Planning Commission found that the Development complies with the objectives of Section 470-12.01 of Chapter 470 of the Code of Ordinances, the standards of Section 470-12.09 of Chapter 470 of the Code of Ordinances, and the standards of Section 470-24.06 of Chapter 470 of the Code of Ordinances and;

WHEREAS, before taking any action to approve or deny a request for approval of the Development, it is necessary that the Board of Trustees hold a public hearing on the proposed Final Planned Unit Development Site Plan and give notice as required by Michigan Act 110 of 2006, as amended; and

WHEREAS, proper notice of the public hearing on the Final Planned Unit Development Site Plan and Site Condominium 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 August 10, 2026; and

WHEREAS, pursuant to Article 12 and Section 470-3.14 of Chapter 470 of the Code of Ordinances, the Township Board of Trustees desires to approve the Development.

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

1. All required State and local agency permits are obtained prior to construction of the Development.
2. [INSERT CONDITION]
3. [INSERT CONDITION]
4. 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.

5. Any violation of these conditions shall constitute a violation of Chapter 470 of the Cord of Ordinances, 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 ________________.

____

Jody Hansen, Clerk
Allendale Charter Township
Board of Trustees