CITY OF IONIA

PLANNING COMMISSION
SPECIAL MEETING AGENDA
4:30 PM, Wednesday, April 29, 2026
IONIA CITY HALL - COUNCIL CHAMBERS

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Public Comments

V. Public Hearings and Associated Action

1. Public Hearing to receive comments on Ordinance No. 604 to amend Chapter 1292: Austin Pines Planned Unit Development District
   Action Required – Recommendation for City Council to approve or reject Ordinance No. 604.
2. Public Hearing to receive comments on the Preliminary Austin Pines West Site Condominium Project Plan and Final Site Plan Review
   Action Required – Recommendation to City Council to approve or deny the site condominium plan for Austin Pines West located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01 featuring 84 single-family detached homes and including a 12-unit condominium for attached townhomes; decision to approve or deny the final site plan for the Austin Pines West development.

VI. Old Business

VII. New Business

VIII. Commissioner Comments

IX. Adjournment

Next Meeting - May 13, 2026

PUBLIC PARTICIPATION POLICY: The City of Ionia Planning Commission encourages public comment on agenda and non-agenda items. Those desiring to speak should do so under Public Comments at the beginning of the meeting. After that point during the meeting public comments

are not normally allowed. The Chairperson may limit the amount of time allowed for each person wishing to make comments during the meeting.

CITY OF IONIA

STAFF REPORT FOR PLANNING COMMISSION AGENDA ITEM

Agenda Item: V.1

TO: Planning Commissioners

FROM: Jonathan Bowman, Assistant City Manager

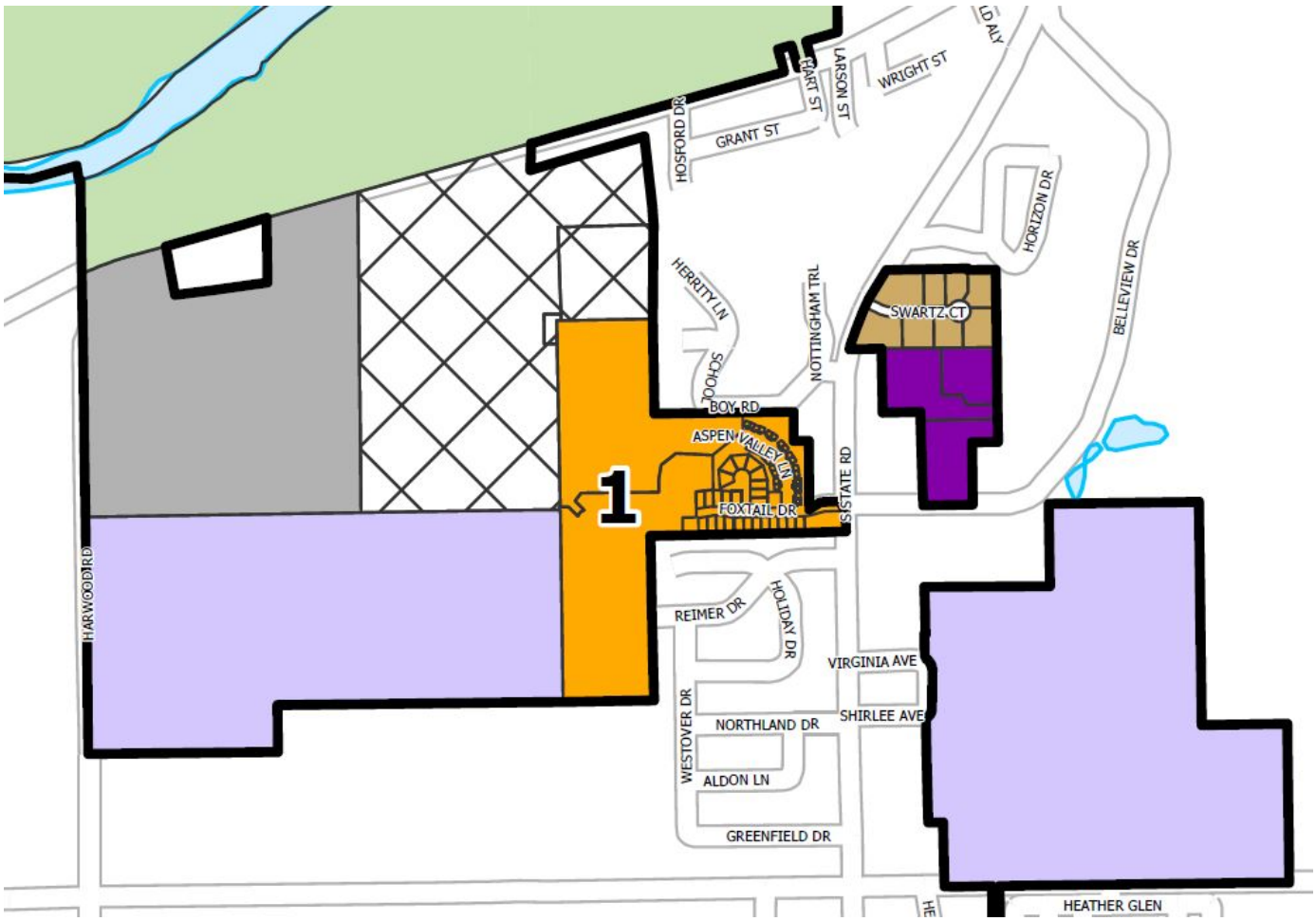
DATE: April 29, 2026

RE: Public Hearing to receive comments on Ordinance No. 604 to amend Chapter 1292: Austin Pines Planned Unit Development District

Background:

Green Development Ventures, LLC (Allen Edwin Homes) intends to develop the vacant property within the existing Austin Pines Planned Unit Development (PUD). Austin Pines was originally developed by Ionia Real Estate, LLC between 2004-2005. The project will be known as "Austin Pines West" and developed through amending Chapter 1292 entitled "Austin Pines Planned Unit Development District." The proposal includes a total of 96 residential units [84 single-family detached homes in a site condominium subdivision and 12 attached townhomes (four, 4-unit buildings) in a traditional condominium] over two phases on the northern 22.8 acres (PPN: 34-201-025-000-001-01) and a portion of approximately 3.58 acres of the southern parcel (PPN:34-201-036-000-001-01). An authorization letter has been received from Mr. Kapenga for Allen Edwin to utilize the portion of his property needed to facilitate a connection to Foxtail Drive for Austin Pines West as well as a potential easement for secondary access to the development.

Before consideration of the requested condominium application and site condominium application, Chapter 1292 must be amended to allow for the proposed development. Ordinance No. 604 follows this ordinance and describes the phasing, setbacks, and other minimum zoning requirements that will govern all property within the Austin Pines PUD. It is important to note that this chapter will apply to the existing construction, proposed construction, and future construction for all parcels within this zoning district. An excerpt of the Zoning Map is provided below and the Austin Pines PUD is color coded in orange. The precise details of the preliminary plans will be reviewed with the next agenda item.



Requested Action / Motion:
It is requested that the Planning Commission conduct a public hearing and decide whether to recommend that the City Council approve or reject Ordinance No. 604, an ordinance to amend Chapter 1292 - Austin Pines Planned Unit Development District of Title Six - Zoning; Part Twelve - Planning and Zoning of the Codified Ordinances of the City of Ionia, County of Ionia, State of Michigan.

Additionally, the Commission is asked to consider its options for a recommendation to City Council on the final site plan and development plan for the Planned Unit Development, as noted in the provided motion sheet.

Motion By: **Seconded By:**

CITY OF IONIA
IONIA COUNTY, MICHIGAN
ORDINANCE NO. 604

At a regular meeting of the City Council of the City of Ionia held on _____, __ 2026, at the Ionia City Hall Council Chambers, Councilmember _____, supported by Councilmember _____, moved to adopt the following ordinance:

AN ORDINANCE TO AMEND CHAPTER 1292 - AUSTIN PINES PLANNED UNIT DEVELOPMENT DISTRICT OF TITLE SIX – ZONING; PART TWELVE – PLANNING AND ZONING OF THE CODIFIED ORDINANCES OF THE CITY OF IONIA, COUNTY OF IONIA, STATE OF MICHIGAN

Section 1. The Amendment. The City of Ionia hereby amends Chapter 1292, entitled "Austin Pines Planned Unit Development District" of Title Six – Zoning; Part Twelve – Planning and Zoning Code to read in its entirety as follows:

CHAPTER 1292

AUSTIN PINES PLANNED UNIT DEVELOPMENT DISTRICT.

1292.01 Planned Unit Development District.
1292.02 Conditions on the planned unit development.
1292.03 Findings by the City Council.
1292.04 Compliance with other applicable City ordinances.
1292.05 Enforcement.

1292.01 PLANNED UNIT DEVELOPMENT DISTRICT.
The Austin Pines Planned Unit Development District shall be as shown on the official Zoning Map of the City of Ionia as PUD-1 Austin Pines.

1292.02 CONDITIONS ON THE PLANNED UNIT DEVELOPMENT.
The Planned Unit Development District, in accordance with the final development plans of the Austin Pines Planned Unit Development ("the Ddevelopment"), is expressly subject to all of the following terms and conditions:

(a) Development Plan Compliance and Review of Phases.

(1) The Austin Pines Planned Unit Development, as submitted by the Ionia Real Estate, LLC, successors and assigns ("the Aapplicant"), shall comply in all respects with the approved final development plans (each, athe "pPlan") ~~which consists of a site plan with a last revision date of July 12, 2004~~, except where the plan has been changed, revised or modified by this chapter. In such cases, the provisions of this chapter shall control.

(2) Approval of the Pplan shall constitute approval only of the overall design and road and utility layout for this property and not approval of any individual building or group of buildings

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or approval of any site condominium or any phase of the Pplan. Each phase of the Ddevelopment as illustrated on the Pplan shall be submitted to the Planning Commission for review under the site plan review requirements or site condominium requirements of the City of Ionia Zoning Ordinance as appropriate to the phase being requested for approval.

(3) Site Condominium Portion. In its review of each phase of the site condominium portion of the development, the Planning Commission may recommend and the City Council may approve minor modifications from the final development plan to that phase of the Pplan provided the modifications do not result in a significant change to the Pplan and the modifications still meet the planned unit development ("PUD") approval standards as contained in the City of Ionia Zoning Ordinance. Changes which are not considered to be minor by the Planning Commission shall be reviewed in the same manner as the original application.

(4) Site Plan Review. In its review of those portions of the Ddevelopment which require site plan review by the Planning Commission, the Commission may approve minor modifications from the final development plan to that phase of the Pplan provided the modifications do not result in a significant change to the Pplan and the modifications still meet the PUD approval standards as contained in the City of Ionia Zoning Ordinance. Changes which are not considered to be minor by the Planning Commission shall be reviewed in the same manner as the original application.

(5) Amendments to an Approved Phase. A change to an approved phase of the Ddevelopment may be approved in accordance with Section 1266.06 of the City of Ionia Zoning Ordinance.

(b) Phasing of the Development. The Ddevelopment shall be constructed in phases as illustrated on the Pplan; however, the Aapplicant may combine phases or alter the phasing subject to the approval of the City Council following a recommendation of the Planning Commission. Such alteration may be permitted if it is determined that such alteration to the phasing plan is necessary to accommodate market conditions or more efficient provision of City utilities or if it is determined that such alteration will not be material or significant in relation to the entire Ddevelopment and which would not have any significant adverse effect on adjacent or nearby lands or the public health, safety and welfare.

(c) Land Uses.

(1) The Ddevelopment shall be constructed in up to six phases and used for a maximum total of 243 dwelling units to be constructed as follows: Phase One, commonly known as Austin Pines, shall contain a total of 51 total dwelling units comprised of 26 detached single-family dwellings~~123 shall be single family detached dwellings~~ to be developed as ~~a~~ site condominium units in accordance with the applicable regulations of the City of Ionia Zoning Ordinance; and- 25 single-family attached condominium units in two-, three- and four-unit buildings~~120 attached condominium units in two-, three- and four-unit buildings~~. All condominiums shall be developed in accordance with the Michigan Condominium Act. Phase Two, commonly known as Austin Pines West, shall contain a total of 96 total dwelling units comprised of 84 single-family detached dwellings to be developed as site condominium units in accordance with the applicable regulations of the City of Ionia Zoning Ordinance; and 12 single-family attached condominium units in three-unit buildings. All condominiums shall be developed in accordance with the Michigan Condominium Act. The remaining phases of the Development, to include a maximum of 96 dwelling units, shall be approved through amendments to the Austin Pines Planned Unit

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Development District and any other applicable reviews and approvals required under the City of Ionia Zoning Ordinance.

(2) The A~~a~~pplicant may be permitted to vary the number of phases following a recommendation by the Planning Commission and approval by the City Council.

(3) The future use of Lot A may include a single-family residential use, or commercial or office uses which may include a residential use within the same structure, which shall be subject to the specific approval of the Ionia City Council following a recommendation of the Planning Commission. Such uses shall be subject to the site plan review requirements of the City of Ionia Zoning Ordinance and the site development requirements for the proposed use which would normally be imposed by the zoning ordinance. The City Council, however, following a recommendation of the Planning Commission, may modify the site development requirements in accordance with Section 1266.04(e) of the zoning ordinance.

(4) Accessory buildings and uses in the D~~d~~evelopment shall comply with the requirements for accessory buildings and uses ~~for the R-1, Residential Zoning District~~ as contained in Section 1286.01 of the City of Ionia Zoning Ordinance, or its then-current equivalent.

(d) Lot Area. The minimum area for each site condominium lot in Phase One shall not be less than 6,600 square feet with a minimum width of 60 feet as measured at the minimum required front setback line between the side lot lines. The minimum area for each site condominium lot in Phase Two shall be no less than 3,610 square feet with a minimum lot width of 33 feet as measured at the minimum required front setback line between side lot lines. All future phases shall comply with the minimum lot dimensional requirements as established in the MDR – Medium Density Residential zoning district as contained in the City of Ionia Zoning Ordinance, as amended.

(e) Dwelling Unit Setbacks and Height.

(1) Each single family detached dwelling shall comply with the following minimum setbacks:

A. Phase One (Austin Pines):

I~~A~~. Front: 20 feet;

II~~B~~. Rear: 25 feet;

III~~C~~. Minimum side yards: six and five feet, with a combined total of 11 feet.

B. Phase Two (Austin Pines West):

I. Front: 20 Feet;

II. Rear: 20 Feet;

III. Minimum Side Yards: 5 feet and Six feet, with a combined total of 11 feet.

C. All Other Phases:

I. Front: 20 Feet;

II. Rear: 20 Feet;

~~I~~III. Side Yards: 10 Feet each, for a combined total of 20 feet.

(2) For the attached dwellings the following minimum setbacks shall apply:

A. Phase One (Austin Pines):

I. Front: 42 feet from ~~centerline~~ the centerline of the street;

II. Rear: no rear lot line;

III. Minimum separation distance between buildings: 15 feet;

IV. Twenty-five feet setback from all perimeter lot lines and any lot line which constitutes the area of a site condominium lot.

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B. Phase Two (Austin Pines West):

I. Front: 50 feet from the centerline of the street, 20 from the front property line;

II. Rear: 20 feet from the rear property line;

III. Minimum separation distance between buildings: 15 feet;

C. All Other Phases:

I. Front: 53 feet from the centerline of the street, 20 feet from property line;

II. Rear: 20 feet from the rear property line;

~~I.~~III. Minimum separation distance between buildings: 15 feet;

(3) No building shall exceed a height of 35 feet as determined by the City of Ionia Zoning Ordinance.

(4) Maximum Lot Coverage:

A. Phase 2 (Austin Pines West):

The maximum lot coverage of all buildings and structures on detached single-family lots shall be no greater than 45%.

B. All Other Phases:

The maximum lot coverage of all buildings and structures on detached single-family lots shall be not greater than 45%.

(f) Dwelling Unit Size. All dwellings shall comply with the minimum floor area requirements of the City of Ionia Zoning Ordinance for the ~~type of dwelling unit proposed~~MDR – Medium Density Residential District.

(g) Sanitary Sewer and Water Supply. Each dwelling unit in the D~~d~~evelopment shall be served by public water and sanitary sewer systems in accordance with all applicable City of Ionia ordinances.

(h) Streets and Streetlights.

(1) Public streets in the PUD shall have a minimum paved width ~~of 26 feet~~ and be constructed according to the City of Ionia Municipal Standards Ordinance. Private streets shall have a minimum paved ~~width of 24 feet~~ and be constructed according to the standards as approved by the City of Ionia Engineer. A right-of-way of 60 feet shall be provided for both public and private streets within the PUD.

(2) The names of streets in the D~~d~~evelopment shall be subject to approval of the City Council.

(3) The base course of asphalt for the streets in each phase shall be installed and approved by the City before an occupancy permit is issued for any dwelling to be served by the street. The final course of asphalt shall be installed within one year of the installation of the base course.

(4) Streetlights shall be provided as required by the development agreement between City of Ionia and the A~~a~~pplicant. Such lights shall be installed upon installation of the base course of asphalt for that portion of the street abutting the streetlight.

(i) Sidewalks.

(1) All sidewalks shall be a minimum width ~~of four feet wide~~ and be constructed according to the specifications of the City of Ionia Municipal Standards Ordinance. Sidewalks in front of the individual site condominium lots (i.e., across the entire width of the lot) shall be constructed by the owner of the lot prior to the issuance of an occupancy permit. If weather

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conditions do not allow this, the occupancy permit may be issued upon the posting of a security acceptable to the City and the sidewalk shall be constructed within six months of occupancy.

(2) If the sidewalk on an individual lot is located outside the public street right of way, an easement shall be granted to the City of Ionia to allow for use of the sidewalk by the public.

(3) All sidewalks which abut the public and private streets and which are not located on or abutting the individual site condominium lots or attached condominiums as illustrated on the Ppplan, including those areas along the street abutting the open space, shall be constructed by the Aaapplicant in conjunction with the construction of the public or private street.

(4) Walkways located within the open space areas illustrated on the Ppplan shall be constructed by the Aaapplicant during construction of that phase of the PUD. Occupancy permits shall not be issued for that phase unless the walkway in the open space is completed in accordance with the Ppplan. Walkways in the open space areas may be constructed with asphalt or concrete and shall be a minimum of ten feet wide. The Aaapplicant shall provide a cross section drawing of these walkways to the Planning Commission to demonstrate proper construction standards.

(5) The Aaapplicant shall provide for the maintenance of all sidewalks and walkways located outside the public street right-of-way.

(j) Tree Plantings and Landscaping.

(1) Trees shall be planted within the public right of way as illustrated on the Ppplan by the lot owner in conjunction with the installation of the sidewalk abutting the lot. The Applicant shall provide a list of tree plantings for approval by the City during the review of each phase.

(2) Other landscaping as shown on the Ppplan shall be subject to the review and approval of the Planning Commission during the review of each phase.

(3) All landscaping shall be maintained according to the landscaping maintenance agreement.

(k) Dedicated Open Space.

(1) The Ddevelopment shall include open space as shown on the Ppplan. Such areas shall be clearly delineated on the Ppplan as dedicated open space and maintained as open space in perpetuity and no dwellings shall be constructed within this dedicated open space.

(2) No improvements, buildings or structures, except as otherwise shown on the Ppplan or which may be authorized by the ~~Austin Pines Homeowners~~applicable community aAssociation or similar entity in compliance with applicable City regulations shall be constructed upon the dedicated open space areas.

(3) Documentation to establish and maintain the dedicated open space areas shall be subject to the approval of the City Attorney and such document shall be recorded with the Ionia County Register of Deeds. The ~~homeowners~~ community association shall always maintain ownership of the dedicated open space and be responsible for its maintenance. Any change to the dedicated open space shall only be allowed with the mutual consent of the Aaapplicant or the ~~homeowners~~ community association as the case may be, and the City Council, upon recommendation of the Planning Commission.

(4) The Aaapplicant shall provide a recorded copy of the dedicated open space document to the City Clerk prior to the issuance of any building permits for the Ddevelopment.

(5) All dedicated open space areas shall be completed in conjunction with each phase in which the open space or portion of the open space is located as shown on the Ppplan.

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(l) Storm Water Management. A storm water management plan shall be provided to ensure that storm water runoff does not have an adverse effect on adjacent or nearby properties. This plan shall be subject to approval of the City Engineer and the Ionia County Drain Commissioner before any earthmoving shall occur on the property. The phasing of the construction of the stormwater management facilities shall be subject to the approval of the City Engineer or the Ionia County Drain Commissioner.

(m) Construction Plans. Complete construction plans for all site improvements including but not limited to site grading, storm water drainage, and streets shall be submitted to the City Engineer for approval before any construction commences on site.

(n) Signs. Signs at the entrances to the Dd~~d~~evelopment which state the name of the Dd~~d~~evelopment shall be permitted in accordance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, or its then-current equivalent, in accordance with requirements for signs in residential districts.

(o) Time Limitation on the Development.

(1) In accordance with Section 1266.08 of the City of Ionia Zoning Ordinance, construction of the Austin Pines PUD shall commence within one year of the approval by the City Council of the Plan and Zoning Ordinance creating the Austin Pines PUD District. All other provisions of this Section 1266.08 shall also apply to the development.

(2) In accordance with Section 1266.08 of the City of Ionia Zoning Ordinance, or its then-current equivalent, construction of any approved phase of the Austin Pines PUD shall commence within one year of the approval by the Planning Commission. All other provisions of this Section 1266.08, or its then-current equivalent, shall also apply to the development of the approved phase. The date of approval of any phase of the Austin Pines PUD by the Planning Commission shall constitute the approval of the site plan of the phase, and shall be extended only in accordance with Section 1266.08, or its then-current equivalent.

1292.03 FINDINGS BY THE CITY COUNCIL.

The City Council hereby determines that the Pp~~p~~lan, as regulated by this chapter, complies with the approval standards for a planned unit development as contained in Section 1266.05(h) of the City of Ionia Zoning Ordinance and promotes its intent and purposes. The City Council also hereby acknowledges that the Aa~~a~~pplicant has been informed that nearby existing land uses may generate noise which may be audible to the future residents of the Dd~~d~~evelopment.

1292.04 COMPLIANCE WITH OTHER APPLICABLE CITY ORDINANCES.

Except as expressly otherwise exempted by the Austin Pines PUD Ordinance, or the approved final development plans of the Dd~~d~~evelopment, all uses, activities, buildings and structures for the Dd~~d~~evelopment shall comply with all applicable requirements and standards of the City of Ionia Zoning Ordinance, as amended, as well as any and all other City of Ionia ordinances.

1292.05 ENFORCEMENT.

(a) The City may enforce the provisions of this chapter and all applicable provisions of the City Zoning Ordinance~~, Building Code~~ and all other City of Ionia ordinances, laws and regulations to

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the extent and in any manner provided by law. Any violation of this ordinance amendment or the approved final development plans of the Austin Pines Planned Unit Development shall constitute a violation of the City of Ionia Zoning Ordinance, as amended.

(b) In the event that the Aapplicant shall fail to carry out any provision or requirement of this ordinance or other applicable law, ordinance or regulation, in addition to any other legal remedies, the City may, through its Zoning Administrator or other City agency, issue and post a stop work order at the site of any improper or non-complying part of the development, directing that all further construction of such part of the Ddevelopment be ceased forthwith, pending the compliance with any applicable provisions of this ordinance or of City ordinances, regulations, Ionia County regulations, or State of Michigan laws.

(c) Upon the correction of any matters as to which the stop work order was issued, the City shall promptly rescind and remove the stop work order, whereupon the Aapplicant may again proceed with construction or other permissible activity as to the Ddevelopment.

Section 2 – Severability. Should any portion of this Ordinance/Ordinance Amendment be declared invalid or unconstitutional by a court of competent jurisdiction, that shall not affect any other portion or provision of this Ordinance/Ordinance Amendment, which shall remain valid and in full force and effect.

Section 3 – Effective Date. This Ordinance/Ordinance Amendment shall become effective upon the expiration of seven (7) days after this Ordinance/Ordinance Amendment adoption appears in a newspaper of general circulation (or a summary thereof appears in a newspaper of general circulation) as provided by law.

The vote to approve and adopt this Ordinance/Ordinance Amendment was as follows:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

ORDINANCE NO. 604 DECLARED ADOPTED.

CITY OF IONIA

Dated: _____

_____
Jonathan T. Bowman, City Clerk

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CERTIFICATION

I, the undersigned City Clerk of the City of Ionia, Michigan (the "City"), certify that the above is a true and complete copy of an ordinance adopted at a regular meeting of the Ionia City Council held on _____ 2026, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in the *Daily News*, on _____, 2026, and was effective seven (7) days after publication.

Dated: _____ _____

Jonathan T. Bowman, City Clerk

Introduction and First Reading:
Notice of Public Hearing:
Public Hearing, Second Reading, Adoption:
Effective (7 days after publication):

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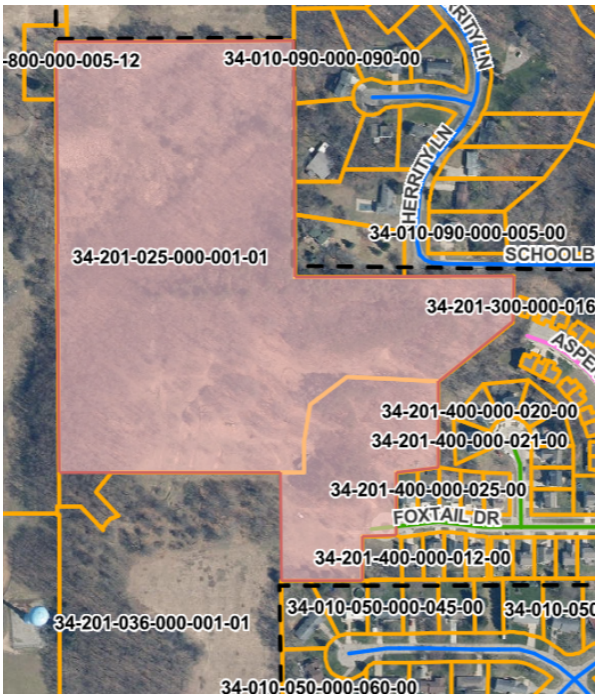
williams&works
engineers | surveyors | planners

MEMORANDUM

To:	City of Ionia Planning Commission
Date:	April 22, 2026
From:	Bradley S. Kotrba, AICP Toby Hayes, AICP
RE:	**Austin Pines Site Condominium PUD Amendment, Final Site Condominium and Site Plan Review**

Green Development Ventures, LLC has applied for a PUD amendment and final site condominium and site plan review in the Austin Pines PUD. This proposed development phase encompasses two unaddressed parcels (PPN 34-201-025-000-001-01 and 34-201-036-000-001-01, portion thereof). Most of the proposed Austin Pines West development is in the northern parcel of the last two parcels that make up the remainder of the Austin Pines PUD property. This development phase also includes a small portion of the southern parcel. The purpose of this memorandum is to complete the final review of the applicable standards and associated zoning requirements in accordance with the City of Ionia Zoning Ordinance and Condominium Ordinance.



Background

The 26.38-acre site, which is currently undeveloped, is accessible to the first phase of the Austin Pines development via Foxtail Drive. Approval for the Austin Pines PUD was granted in 2005, with development halting after Phase 1 was concluded. Phase one comprised both standalone single-family dwellings and multi-unit attached condominiums. Subsequent phases of Austin Pines have received approval (2005) for attached single-family residences comprising two, three, and four units. The applicant now proposes a development comprising 84 detached single-family residences and 12 attached single-family residences housed within four three-unit buildings, totaling 96

residential units. The 2005 Phase Two proposal comprised 108 dwelling units on 26.38 acres (4.1 dwelling units/acre). The amended proposal contains 96 dwelling units on 26.33 acres (3.65 dwelling units/acre).

Since the April 1st Planning Commission, the applicant has submitted the final master deeds, bylaws, and a site plan for the Planning Commission's approval. Our comments on these items and on our final review are as follows.

Completeness of Submittal. Section 1272.06 (Review and Approval of Final Plans by City Council) contains the required information that must be included in a final condominium application. Per the City Code, before any final site condominium review, the applicant shall submit a preliminary site plan and application to the City, which will be reviewed and approved by the Planning Commission. The applicant had previously submitted a site plan prepared and revised by Roosien & Associates, Inc. (dated February 13, 2026) and a Site Condominium and Site Plan Review application. The Planning Commission reviewed these materials and discussed them at the April 1st, 2026, meeting. The preliminary condominium plan will now proceed for review and approval. The following section outlines the process for review, with our preliminary comments.

FINAL SITE CONDOMINIUM

Existing vs. Proposed Dimensions for Site Condominiums

	Existing SF	**Existing Triplex**	**Proposed SF**	**Proposed Triplex**
Lot Area	6,600 sq. ft.	n/a*	≥ 3,610 sq. ft.	n/a**
Lot Width	60 ft.	n/a*	≥ 33 ft.	n/a**
F Setback	20 ft.	42 ft.	20 ft.	20 ft.
R Setback	25 ft.	n/a*	20 ft.	20 ft.
S Setback	6'/5' (tot. 11')	25' (perim.)/ 15' (sep.)	5' (tot. 11')	15ft. (sep.) on perimeter
Lot Cov.	n/a**	n/a**	45%	45%
Height	35 ft.	35 ft.	35 ft.	35 ft.

*Originally approved attached single-family as traditional condo units, so they were not on individual lots.

**No lot coverage maximum was required in the original approval; units only had to meet setbacks and other standards.

The applicant is proposing eighty-four (84) single-family site condominium lots with a minimum of 3,610 square feet in total lot area and measuring at least 33 feet in lot width. Front and rear yard setbacks are proposed to be 20 feet, with 5-foot minimum side yard setbacks totaling 11 feet. Lot coverage will be capped at 45% with 35-foot height limits.

The four triplex condominium buildings are proposed on one lot with a front and rear yard setback of 20 feet. 15-foot setbacks are proposed for the perimeter of the triplex development area. The triplexes themselves are proposed to be spaced 20 feet from one another. Lot coverage will be capped at 45% with 35-foot height limits.

The Requirements for Final Site Condominium Review (Sec. 1272.06) and our comments follow:

(a) After receiving the Planning Commission's recommendations on the preliminary plan, the applicant shall submit to the Zoning Administrator twelve copies of a final site condominium development plan which complies with the requirements for a preliminary site condominium project plan. The applicant shall also submit copies of reviews by those agencies with jurisdiction over the project. The Zoning Administrator shall forward copies of the final plan and other information to the City Council.

Comments. The applicant has submitted copies of the plan to the relevant agencies. Additionally, drafts of the master deed and bylaws have been submitted for review by the City Attorney, who has suggested only minor edits. Overall, the Planning Commission may find that the application is complete for final review.

(b) The final site condominium project plan submitted by the applicant shall incorporate all the recommendations, if any, made by the Planning Commission based on its prior review of the preliminary plan. If any of the Planning Commission's recommendations are not incorporated in the final plan, the applicant shall clearly specify in writing which recommendations have not been incorporated and the reasons why those recommendations have not been incorporated. Except for changes made to the plan as necessary to incorporate the recommendations of the Planning Commission, the final plan shall otherwise be identical to the preliminary plan which was reviewed by the Planning

Commission. Changes made to the plan other than those necessary to incorporate the recommendations of the Planning Commission shall be reviewed by the Planning Commission as provided by this chapter prior to approval of the plan by the City Council.

Comments. The applicant had previously taken into consideration comments by City staff and the Planning Commission, such as off-street parking, sidewalks, lighting, and landscaping. These items were adequately reflected in the preliminary condominium plan. The dimensional table above illustrates the changes to the proposed site condominium dimensions, which have lessened the density proposed for the site. No other changes were requested by the Planning Commission during its review of the preliminary plan, and the Planning Commission may recommend the final plan to City Council for adoption as it is presented.

(c) After receiving the Planning Commission's recommendations on the preliminary plan and a final site condominium development plan from the applicant, the City Council shall review and may approve, deny or approve with conditions the plan in accordance with the standards and requirements of the Subdivision Regulations and other applicable procedures, standards and requirements provided by this chapter.

Comments. A series of recommended conditions of approval have been attached to this memorandum for recommendation by the Planning Commission. These conditions are based on comments from the Planning Commission and City staff on the site plan and PUD amendment, and include compliance with stipulations from various agencies.

(d) The City Council may grant tentative approval of the project and shall set forth in writing the requirements that must be met for approval.

Comments. As noted above, a series of recommended conditions of approval have been attached to this memorandum for recommendation by the Planning Commission to the Council. These conditions are based on comments from the Planning Commission and City staff and include compliance with stipulations from the City Engineer, Attorney, Planner, Drain Commissioner, and others.

(e) The City Council shall not review, approve, or reject a final project plan until it has received a report and recommendation from the Planning Commission on the preliminary project plan.

Comments. Our comments in this section of the memorandum will serve as the basis for an official report and recommendation to Council, following approval by the Planning Commission.

(f) As a condition of approval of a final site condominium project plan:

(1) The City Council may require that a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the Council, covering the estimated cost of improvements associated with the site condominium project for which approval is sought, be deposited with the City Clerk.

(2) The City Council may impose additional reasonable conditions of approval necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility load caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

Comments. These items may be addressed as conditions of approval for City Council during its review.

(g) Approval of a final site condominium project plan shall not constitute approval of expandable or convertible portions of a site condominium project unless the expandable or convertible areas were specifically reviewed and approved by the City Council in compliance with the procedures, standards, and requirements of this chapter.

Comments. This item may be addressed as a condition of approval for City Council during their review.

FINAL PUD REVIEW

Below is the list of PUD Development requirements from Section 1266.04 of the Ordinance. These items have previously been reviewed by the Planning Commission and are incorporated for reference. We previously offered the following comments:

a. **Density.** 84 Single-family detached homes and 12 three-unit attached single-family building (triplexes) for a total of 96 dwelling units. This project will be developed as an 85-lot site condominium project built in two phases: 47 single-family detached lots constructed in 2026–2027 and 49 units on 38 lots constructed in 2027–2030, with full build out finalization expected by the end of 2030. The original approval consisted of 108 dwelling units on 26.38 acres (4.1

dwelling units/acre). The amended proposal contains 80 dwelling units on 26.33 acres (3.65 dwelling units/acre).

b. **Dwelling Unit Composition.** The original approval contained 108 dwelling units over 26.33 acres in single, two, three, and four unit structures. The proposed plan is 96 units with 84 single-family and 4 triplex homes (12 units).

Parking. As a site condominium development, parking will be provided for each detached or attached single-family home through a combination of garage and driveway spaces. A total of 13 additional off-street parking spaces are provided near the triplexes on Otter Road, as well as where Marten Road ends to the west.

Lighting. The Austin Pines PUD does require street lighting. The applicant proposes streetlights with pole locations shown on the site plan. While the specific lighting type is not described, compliance with the lighting standards in Section 1286.03 of the zoning ordinance will be required as a condition of approval.

Landscaping. The plans show street trees, and street trees are required based on the landscaping requirements of the Austin Pines PUD. The requirements include that trees must be planted within the public right-of-way when sidewalks are installed, with the applicant providing a tree list for City approval during each phase. Other proposed landscaping will be reviewed and approved by the Planning Commission as each phase moves forward, if applicable, and all landscaping must be maintained according to the approved maintenance agreement.

Signs. No signs have been proposed for this development. However, all future signs must be in compliance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, specifically with requirements for signs in residential districts.

Final PUD Review Standards. Section 1266.06(e)(2) states that the final development plan shall contain all the information required for final site plan review, unless the same is waived by the Planning Commission as not being reasonably necessary for the consideration of the PUD, plus the following:

A. All the drawings, narrative, studies, assessments, and other information, and materials comprising the preliminary development plan, including all the recommendations of the Planning Commission thereon, or if the applicant has not incorporated all of such recommendations, the final development plan shall indicate such fact and shall state the basis or grounds upon which such recommendation has not been included.

Comments. The applicant has submitted site plans, project narratives, a traffic study, sample home designs, as well as proposed site condominium master

deeds and bylaws. The Planning Commission did not require any more information from the applicant

B. Projected time for completion of the entire PUD; proposed phasing, if any, of the PUD, and the projected time for completion of each phase.

Comments. This project will be developed in two phases: 47 single-family detached lots constructed in 2026–2027, and 49 units on 38 lots constructed in 2027–2030, with full build out finalization expected by the end of 2030. The site plan indicates the first phase generally encompasses the southeastern portion of the site with Badger Alley being the northern boundary (except for lots 35-39 on the east side of Marten Road included in this phase), and the western extent of Otter Road being the west boundary of Phase 1. Phase 2 would cover the remainder of the site, with Badger Alley serving as the southern limit, and the remainder of the site to the north and west being developed (including the triplexes). The applicant had previously indicated that the timeline for phasing and construction will largely depend on the demand for homes.

C. Any other information reasonably required by the Planning Commission in connection with its review of the PUD and consideration of the rezoning of the lands in accordance with the PUD plan.

Comments. The Planning Commission may deliberate on this matter. We have no other outstanding questions or information we would request the Planning Commission require of the applicant.

Section 66 of Act 59 of 1978. Section 66 of the Michigan Condominium Act contains items that must be contained within the Master Deed and Condominium paperwork. The applicant has submitted a Master Deed and Condominium Bylaws for review. The City Attorney has reviewed these documents and provided minor revisions, which have been incorporated into the submitted materials. Based on this review, the City Attorney has indicated that the proposed Master Deed and Bylaws are sufficient and meet the requirements of the Michigan Condominium Act and applicable City ordinances. No substantive outstanding issues remain, and the documents are acceptable for approval.

FINAL SITE PLAN REVIEW

Site Plan Review. Section 1276.05(c) of the Zoning Code contains the required information for a site plan review application, per the requirements for final site plan review (Sec. 1276.06). These standards had been previously reviewed by the Planning Commission during the preliminary review. We have once again listed these standards, along with our comments, below for the edification of the Planning Commission.

(a) General Approval Criteria: Before approving a site plan, the Planning Commission must ensure compliance with the following standards. If all applicable standards and other City ordinances are met, the site plan shall be approved.

(b) Access and Site Circulation

(1) Buildings must be arranged to follow emergency vehicle access as required by the City's Public Safety Department.

Comments. The Planning Commission may again wish to review any comments from Public Safety to confirm if there is adequate access for emergency vehicles. Access and circulation appear adequate, and the applicant has designed the roads with cul-de-sacs at the terminal end of internal streets, which should meet emergency vehicle turnaround requirements. The City Engineer has not expressed concerns with the proposed site access and circulation.

(2) The Planning Commission may:

A. Limit the number of driveways on a site.

B. Require shared driveways between contiguous parcels.

C. Require parking lots on adjacent parcels to be connected.

D. Align driveways opposite each other for improved traffic flow.

Comments. Driveways are not shown on the site plan, except for the triplexes. The developer will probably submit driveway information at the time each unit is constructed, though the Planning Commission may require certain driveway dimensions be included as a condition of approval, if desired.

(3) Public and private circulation routes must integrate with existing or planned streets, pedestrian paths, and bicycle routes.

Comments. Sidewalks are proposed on both sides of every street, in addition to unpaved walking paths in the common space.

(4) Streets and drives that are part of an existing or planned street pattern serving adjacent development shall be of a condition appropriate to the traffic volume and type of traffic they will carry.

Comments. This application does allow for future connection to future phases of development in the Austin Pines PUD and also to any potential development that may happen to the west in the future.

(5) On-site maneuvering space for trucks must be provided so that loading areas do not interfere with the public right of way.

Comments. No loading spaces are required for a residential development; this standard is inapplicable.

(c) Landscape and Site Design

(1) Landscaping must comply with the City's landscape provisions.

Comments. The applicant has provided no details on proposed landscaping other than noting the general locations where street trees would be installed and stating that proposed trees would be planted in accordance with the City's schedule of tree regulations. The open space areas are proposed to be maintained in a natural state as much as possible. Offering passive park space for the neighborhood residents.

(2) The site design must consider:

A. Topography.

B. Type and size of lot and buildings.

C. Character of adjoining property.

D. Adjoining properties to prevent negative impacts on their orderly development or improvement for uses in this Zoning Code.

Comments. Natural features are being preserved to the greatest extent possible and therefore will contribute to mitigating any negative effects on surrounding properties by creating a natural buffer area.

(3) Natural features should be preserved where practical, with minimal removal of vegetation and alterations to topography.

Comments. The plans do not propose to disturb a significant amount of natural features; they only propose to alter what is intended to be developed for housing and also for stormwater facility creation. The Planning Commission may consider this standard satisfactorily met.

(4) Areas of natural drainage, such as wetlands, ponds, and swales, must be protected to maintain natural drainage patterns and habitats.

Comments. A greater percentage of wetlands is actually planned to be preserved in this amendment than in the previously approved PUD. This is due to the discovery of more protected wetlands than what was identified as protected in the previous PUD approval.

(d) Privacy and Screening

(1) The site plan must provide reasonable visual and sound privacy for all dwelling units through the use of fences, landscaping, and other barriers where necessary.

Comments. It is unknown what privacy will be provided between lots. However, natural buffering is being preserved to provide visual and sound privacy for neighboring developments.

(2) Outdoor storage and trash collection areas must comply with Chapter 1060 and be screened appropriately.

Comments. The development will be handled by curbside waste and recycling as controlled by the HOA and served at each residence.

(e) Pedestrian and Non-motorized Transportation

(1) In recognition that a connected sidewalk system along City streets enhances pedestrian safety and conserve energy through non-motorized transportation opportunities, sidewalks shall be required as determined by the Planning Commission and must comply with City of Ionia sidewalk standards, as detailed in the City's Municipal Code.

Comments. Sidewalks are being proposed on both sides of all interior streets. The Planning Commission may consider this standard to be satisfactorily met.

(2) Factors for requiring sidewalks include:

A. Existing and future pedestrian traffic near the site.

B. Ability to enhance pedestrian safety.

C. Traffic volume on adjacent streets.

D. Potential for a connected sidewalk network.

E. Proximity to pedestrian attractors (e.g., schools, public buildings, shopping areas).

F. Location of the proposed use.

Comments. Sidewalks have been proposed, so this standard has been satisfied.

(f) Lighting

(1) Exterior lighting shall be arranged so that illumination is deflected away downward and away from adjacent properties and so that it does not interfere with the vision of motorists along adjacent streets.

Comments. Street lighting has been provided. Regardless, any property is required to maintain the outdoors in a compliant manner, according to Section 1286.03. The Commission may include this as a condition of approval.

(2) Flashing or intermittent lights shall not be permitted.

Comments. We do not believe that the applicant will propose any flashing or intermittent lighting, but this may be added as a condition of approval.

(3) Excessive lighting of buildings or structures shall be minimized to reduce light pollution.

Comments. The amount of lighting on any proposed residence is unknown and should be discussed with the applicant. This may be added as a condition of approval.

(g) Stormwater Management

(1) Stormwater drainage must be designed to prevent adverse impacts on neighboring properties and the public stormwater system.

Comments. Stormwater facilities have been designed on site, and the Planning Commission should review the City Engineer's comments.

(2) Provisions must be made for:

A. Erosion control, particularly during construction.

B. Dust prevention.

C. Retention/detention ponds, when necessary.

Comments. Erosion control permits would be required for any site work; and the existing wetland onsite will handle stormwater similar to a stormwater basin. The Planning Commission may require, as a condition of approval, stormwater permits from the County Drain Commission, since the site is located in a 425 Agreement area.

(3) Paved surfaces must be designed to prevent water pooling and maintain safe traffic flow.

Comments. All pavement, on street and off street, will be new and therefore should not collect water.

(4) The Planning Commission may require catch basins with oil filters to prevent contamination of natural drainage systems.

Comments. Catch basin filters would be required by stormwater and sedimentation control permitting for site work handled by the County. This will be included as a condition of approval.

(5) As deemed necessary, the Planning Commission may require the site plan to be reviewed by the Ionia County Drain Commissioner.

Comments. This will be included as a condition of approval if determined necessary.

(h) Compliance with Regulations

(1) Site plans must comply with all applicable County, State, and Federal laws and regulations.

Comments. This will also be included as a condition of approval.

(2) Final site plan approval and permits may be conditioned upon obtaining necessary permits from relevant agencies.

Comments. See our approval condition recommendations at the end of this review memo.

RECOMMENDATIONS AND CONDITIONS OF APPROVAL

Final Site Condominium Recommendation. At the April 29, 2026 meeting, the Planning Commission should carefully consider any public comments and comments from the applicant. Subject to these comments, the Planning Commission may conditionally approve the preliminary site condominium plan and recommend final approval by City Council. If approved, we recommend the following conditions and others deemed necessary.

1. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.
2. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request.
3. All condominium document drafts must be submitted and approved by the City Attorney and approved by the City Council. Once the documents are properly recorded, the City shall be provided with a recorded copy.
4. All easements shall be granted to the City of Ionia and approved by the City Attorney and all other applicable approving authorities representing the City.
5. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia.

Final PUD Amendment and Final Site Plan Review Recommendation. At the April 29, 2026 meeting, the Planning Commission should carefully consider any public

comments and comments from the applicant. Subject to these comments, the Planning Commission may recommend to City Council conditional approval of the final PUD amendment. If approved, we recommend the following conditions and others deemed necessary.

1. The PUD will consist of 96 dwelling units on 26.33 acres (3.65 dwelling units/acre) in the form of 84 Single-family detached homes and 12 three-unit attached single-family building (triplexes).
2. Detached single-family lots shall be no less than 3,610 square feet in area and no less than 33 feet wide.
3. Detached single-family lots shall have front and rear yard setbacks of 20 feet and shall have a 5-foot minimum side yard setback with both side yard setbacks totaling 11 feet.
4. Detached single-family lots shall have a lot coverage of no more than 45%.
5. Detached single-family site condominiums shall not be greater than 35 feet in height.
6. Attached unit buildings shall have front and rear yard setbacks of 20 feet and shall have 15-foot setbacks for the perimeter of the attached unit development area.
7. Attached unit buildings shall have a lot coverage of no more than 45%.
8. Attached unit buildings shall not be greater than 35 feet in height.
9. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.
10. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia. Final site plan approval and permits will be conditioned upon obtaining necessary permits from relevant agencies.
11. Internal streets will be designed to the City of Ionia engineering standards, subject to review and approval by the City Engineer.
12. Compliance with the lighting standards in Section 1286.03 is required.
13. All future signs must be in accordance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, in accordance with requirements for signs in residential districts.
14. SESC permits will be obtained from the Ionia County Drain Commissioner.

15. The Ionia County Drain Commission approves the plan as presented; otherwise, the applicant will be required to make the appropriate alterations to the approved plan. An approval letter from the Ionia County Drain Commission shall be provided to the City of Ionia before construction commences.
16. The Ionia Department of Public Safety approves the plan as presented and is satisfied that emergency vehicles and personnel will be able to safely enter and exit the development.
17. The Ionia Department of Public Works and Department of Public Utilities approve the plan as presented and confirm that the rights of way, public roads, street lighting, sidewalks, street landscaping, water and sewer utilities, and stormwater facilities comply with all City standards.
18. Open space areas must be in perpetuity and maintained in a natural state and free of future development. The dedicated open space document shall be recorded with the Ionia County Register of Deeds, and the City shall be provided with a recorded copy.
19. A tree list shall be submitted and approved by City staff with a variety of trees to be used as street trees.
20. As noted by MDOT, the City requires the developer to widen the Foxtail Drive approach as shown on sheet 5 of GEO-650-D rather than re-striping for turn lanes.

Don’t hesitate to contact us with additional questions or comments.

CITY OF IONIA

MOTION SHEET FOR PLANNING COMMISSION AGENDA ITEM

Green Development Ventures, LLC (Allen Edwin Homes)
Final Site Plan and Development Plan for Planned Unit Development
Parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01

Agenda Item: V.1

Chapter 1266 – PUD Planned Unit Development District. The following development standards are outlined in Section 1266.04 and 1266.05 of the City of Ionia Zoning Ordinance and must be met to receive approval during a PUD development plan review.

Section 1266.04

(a) Density. The density for residential uses shall not exceed the density recommended by the City of Ionia Master Plan for the area in which the PUD is to be located. In each case, the maximum density for residential uses shall be determined by the City Council after review by the Planning Commission based on the standards contained in Section 1266.05(i).

(b) Dwelling Unit Computation. The density permitted by the City Council shall be multiplied by the net development area of the site in order to determine the maximum number of dwelling units permitted for the site. The net development area is determined by subtracting the following from the gross or total site area:
   (1) The area within existing road rights-of-way.
   (2) One-half of the land within the 100-year floodplain.
   (3) One-half of areas permanently inundated by water.

(c) Open Space. Each PUD shall contain open space areas equal to a minimum of ten percent of the gross acreage devoted to residential uses in a PUD. The applicant shall provide documentation which demonstrates to the satisfaction of the City Council that such open space areas are preserved and maintained.

   For the benefit of the residents of the PUD, the Planning Commission may also require recreational amenities or facilities such as basketball and tennis courts, play structures, bike paths, ball fields and other similar recreational amenities.

(d) Mixed Uses. Residential and non-residential uses may be permitted within the same PUD district upon demonstration to the City Council that such uses meet the intent of this chapter. It shall also be demonstrated that the non-residential uses will not negatively impact the residential uses and that the non-residential uses will be separated and buffered from residential uses in a manner consistent with good land planning principles.

   The permitted density for residential uses in a mixed use development shall be determined by the City Council upon recommendation of the Planning Commission.

(e) Applicable Regulations. The City Council, upon the recommendation of the Planning Commission, may modify the lot size, lot width, setbacks, structure height, signs, parking, landscaping, general provisions and other applicable regulations of this Zoning Code. Such waiver or modification shall be based on the application of site planning criteria to achieve integration of the project with the characteristics of the project area. In making these determinations, the criteria considered shall include the following:

(1) Number and type of dwelling units.
(2) Proximity to adjacent existing and future land uses. The extent to which the PUD is buffered from adjacent and nearby existing land uses, by landscaping or other means.
(3) Preservation of existing vegetation or other natural features on site.
(4) Topography on the site.
(5) Provision of public or community water and sanitary sewer.
(6) Appropriateness of the lots as building sites.
(7) Overall design of the project relative to its compatibility with nearby existing or proposed land uses.

Section 1266.05(c)

(c) Preliminary Development Plan.

(1) An applicant for PUD rezoning shall submit a site plan in accordance with the requirements for site plan review as set forth in Chapter 1276.
(2) If required by the Planning Commission, the preliminary or final development plan shall include an environmental impact assessment. Such assessment shall describe the effect and impact, whether adverse or otherwise, that the proposed PUD will or may have upon or with respect to the following matters:

A. The lands involved and the adjacent and nearby lands; streams, rivers, wetlands, and the quality and volume of surface and groundwater; wildlife and trees, and other significant vegetation; the effect, if any, on surrounding property values.
B. Population in the immediate area and the City; local school systems; traffic congestion.
C. Additional cost to governmental units and school districts, police and fire protection; storm water drainage; water supply and sewage disposal.
D. Noise, vibration, dust and dirt, litter, smoke, odor, light, and glare.
E. General appearance and character of the area; historic structures and places; archeological site and artifacts.
F. Such other matters as the Planning Commission may request to be included. If requested by the Planning Commission, the environmental impact assessment shall include statements or comments from public agencies or officials concerning those aspects of the proposed land use within their respective responsibilities and jurisdictions.

Section 1266.05(e)

(e) Final Development Plan.

(1) After receiving the recommendations of the Planning Commission on the preliminary development plan, the applicant for PUD rezoning shall submit a final development plan to the Community Development Director in accordance with the requirements for final site plan review as contained in Chapter 1276. Copies of the plan shall be forwarded to the Planning Commission.

(2) The final development plan shall contain all of the information required for final site plan review, unless the same is waived by the Planning Commission as not being reasonably necessary for the consideration of the PUD, plus the following:

A. All of the drawings, narrative, studies, assessments, and other information, and materials comprising the preliminary development plan, including all of the recommendations of the Planning Commission thereon, or if the applicant has not incorporated all of such recommendations, the final development plan shall indicate such fact and shall state the basis or grounds upon which such recommendation has not been included.

B. Projected time for completion of the entire PUD; proposed phasing, if any, of the PUD, and the projected time for completion of each phase.

C. Any other information reasonably required by the Planning Commission in connection with its review of the PUD and consideration of the rezoning of the lands in accordance with the PUD plan.

Chapter 1276 – Site Plan Standards of Approval. The following standards are outlined in Section 1276.07 of the City of Ionia Zoning Ordinance and must be met to receive approval during a site plan review.

(a) Access and Site Circulation

(1) Buildings must be arranged to allow emergency vehicle access as required by the City's Public Safety Department.

(2) The Planning Commission may:

A. Limit the number of driveways for a site.

B. Require shared driveways between contiguous parcels.

C. Require parking lots on adjacent parcels to be connected.

D. Align driveways opposite each other for improved traffic flow.

(3) Public and private circulation routes must integrate with existing or planned streets, pedestrian paths, and bicycle routes.

(4) Streets and drives that are part of an existing or planned street pattern serving adjacent development shall be of a condition appropriate to the traffic volume and type of traffic they will carry.

(5) On-site maneuvering space for trucks must be provided so that loading areas do not interfere with public right-of-way.

(b) Landscaping and Site Design

(1) Landscaping must comply with the City's landscape provisions.

(2) The site design must consider:

A. Topography

B. Type and size of lot and buildings

C. Character of adjoining property

D. Adjoining properties to prevent negative impacts on their orderly development or improvement for uses in this Zoning Code

(3) Natural features should be preserved where practical, with minimal removal of vegetation and alterations to topography.

(4) Areas of natural drainage, such as wetlands, ponds, and swales, must be protected to maintain natural drainage patterns and habitats.

(c) Privacy and Screening
    (1) The site plan must provide reasonable visual and sound privacy for all dwelling units through the use of fences, landscaping, and other barriers where necessary.
    (2) Outdoor storage and trash collection areas must comply with Chapter 1060 and be screened appropriately.

(d) Pedestrian and Non-Motorized Transportation
    (1) In recognition that a connected sidewalk system along City streets enhances pedestrian safety and conserves energy through non-motorized transportation opportunities, sidewalks shall be required as determined by the Planning Commission and must comply with City of Ionia sidewalk standards, as detailed in the City's Municipal Standards.
    (2) Factors for requiring sidewalks include:
        A. Existing and future pedestrian traffic near the site
        B. Ability to enhance pedestrian safety
        C. Traffic volume on adjacent streets
        D. Potential for a connected sidewalk network
        E. Proximity to pedestrian attractors (e.g., schools, public buildings, shopping areas)
        F. Location of the proposed use

(e) Lighting
    (1) Exterior lighting shall be arranged so that illumination is deflected downward and away from adjacent properties and so that it does not interfere with the vision of motorists along adjacent streets.
    (2) Flashing or intermittent lights shall not be permitted.
    (3) Excessive lighting of buildings or structures shall be minimized to reduce light pollution.

(f) Stormwater Management
    (1) Stormwater drainage must be designed to prevent adverse impacts on neighboring properties and the public stormwater system.
    (2) Provisions must be made for:
        A. Erosion control, particularly during construction
        B. Dust prevention
        C. Retention/detention ponds, where necessary
    (3) Paved surfaces must be designed to prevent water pooling and maintain safe traffic flow.
    (4) The Planning Commission may require catch basins with oil filters to prevent contamination of natural drainage systems.
    (5) As deemed necessary, the Planning Commission may require the site plan to be reviewed by the Ionia County Drain Commissioner.

(g) Compliance with Regulations
    (1) Site plans must comply with all applicable County, State, and Federal laws and regulations.
    (2) Final site plan approval and permits may be conditioned upon obtaining necessary permits from relevant agencies.

Staff Listed Conditions

1. The PUD will consist of 96 dwelling units on 26.33 acres (3.65 dwelling units/acre) in the form of 84 Single-family detached homes and 12 three-unit attached single-family building (triplexes).
2. Detached single-family lots shall be no less than 3,610 square feet in area and no less than 33 feet wide.
3. Detached single-family lots shall have front and rear yard setbacks of 20 feet and shall have a 5-foot minimum side yard setback with both side yard setbacks totaling 11 feet.
4. Detached single-family lots shall have a lot coverage of no more than 45%.
5. Detached single-family site condominiums shall not be greater than 35 feet in height.
6. Attached unit buildings shall have front and rear yard setbacks of 20 feet and shall have 15-foot setbacks for the perimeter of the attached unit development area.
7. Attached unit buildings shall have a lot coverage of no more than 45%.
8. Attached unit buildings shall not be greater than 35 feet in height.
9. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.
10. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia. Final site plan approval and permits will be conditioned upon obtaining necessary permits from relevant agencies.
11. Internal streets will be designed to the City of Ionia engineering standards, subject to review and approval by the City Engineer.
12. Compliance with the lighting standards in Section 1286.03 is required.
13. All future signs must be in accordance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, in accordance with requirements for signs in residential districts.
14. SESC permits will be obtained from the Ionia County Drain Commissioner.
15. The Ionia County Drain Commission approves the plan as presented; otherwise, the applicant will be required to make the appropriate alterations to the approved plan. An approval letter from the Ionia County Drain Commission shall be provided to the City of Ionia before construction commences.
16. The Ionia Department of Public Safety approves the plan as presented and is satisfied that emergency vehicles and personnel will be able to safely enter and exit the development.
17. The Ionia Department of Public Works and Department of Public Utilities approve the plan as presented and confirm that the rights of way, public roads, street lighting, sidewalks, street landscaping, water and sewer utilities, and stormwater facilities comply with all City standards.
18. Open space areas must be in perpetuity and maintained in a natural state and free of future development. The dedicated open space document shall be recorded with the Ionia County Register of Deeds, and the City shall be provided with a recorded copy.
19. A tree list shall be submitted and approved by City staff with a variety of trees to be used as street trees.
20. As noted by MDOT, the City requires the developer to widen the Foxtail Drive approach as shown on sheet 5 of GEO-650-D rather than re-striping for turn lanes.

Motion Options:

1. Recommendation for City Council to Approve

Moved by _____ and seconded by _____ to recommend that City Council conditionally approve the Planned Unit Development (PUD) amended Development Plan and final site plan for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01. This decision is based on the findings that the proposed use and plan comply with the Site Plan Standards of Chapter 1276 and the PUD Development Requirements of Chapter 1266 of the Code of Ordinances, as detailed and discussed above, subject to the approval by staff of the listed conditions.

2. Recommendation for City Council to Deny

Moved by _____ and seconded by _____ to recommend that City Council deny the Planned Unit Development (PUD) amended Development Plan and final site plan for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01. This decision is based on the findings that the proposed use or plan does not comply with the Site Plan Standards of Chapter 1276 and the PUD Development Requirements of Chapter 1266 of the Code of Ordinances, as detailed and discussed above.

3. Recommendation for City Council to Approve with Additional Conditions

Moved by _____ and seconded by _____ to recommend that City Council conditionally approve the Planned Unit Development (PUD) amended Development Plan and final site plan for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01 This decision is based on the findings that the proposed use and plan comply with the Site Plan Standards of Chapter 1276 and the PUD Development Requirements of Chapter 1266 of the Code of Ordinances, as detailed and discussed above, subject to the approval by staff of the staff listed conditions and the following additional conditions created by the Planning Commission.

List of Additional Conditions:

4. Table the Request

Moved by _____ and seconded by _____ to table the request until the listed outstanding items are provided.

List of Outstanding Items:

CITY OF IONIA

STAFF REPORT FOR PLANNING COMMISSION AGENDA ITEM

Agenda Item: V.2

TO: Planning Commissioners

FROM: Jonathan Bowman, Assistant City Manager

DATE: April 29, 2026

RE: Public Hearing to receive comments on the Preliminary Austin Pines West Site Condominium Project Plan and Final Site Plan Review

Background:

Green Development Ventures, LLC (Allen Edwin Homes) intends to develop the vacant property within the existing Austin Pines Planned Unit Development (PUD). Austin Pines was originally developed by Ionia Real Estate, LLC between 2004-2005. The project will be known as "Austin Pines West" and developed through amending Chapter 1292 entitled "Austin Pines Planned Unit Development District." The proposal now includes a total of 96 residential units [84 single-family detached homes in a site condominium subdivision and 12 attached townhomes (four, 4-unit buildings) in a traditional condominium] over two phases on the northern 22.8 acres (PPN: 34-201-025-000-001-01) and a portion of approximately 3.58 acres of the southern parcel (PPN:34-201-036-000-001-01). An authorization letter has been received from Mr. Kapenga for Allen Edwin to utilize the portion of his property needed to facilitate a connection to Foxtail Drive for Austin Pines West as well as a potential easement for secondary access to the development.

Following this communication, the Commission will find the preliminary site condominium project plan documentation and various site plan submittal materials. A staff review from Planning Consultant Williams & Works is also provided, as well as, staff reviews from the City Engineer and several City departments. In accordance with Chapter 1272, Planning Commission is asked to make a recommendation on the preliminary site condominium plan to City Council. City Council will review and consider approval of the final site condominium plan based on the Commission's recommendation. There are numerous conditions of approval recommended by staff for this project. These items include sign-off by the City Attorney, Engineer, and other staff on specific plan details.

A public hearing must be conducted by the Planning Commission on the site condominium preliminary plan and final site plan prior to any action being taken.

Requested Action / Motion:

See provided motion sheet.

Motion By: **Seconded By:**

CITY OF IONIA

MOTION SHEET FOR PLANNING COMMISSION AGENDA ITEM

Green Development Ventures, LLC (Allen Edwin Homes)
Site Condominium and Traditional Condominium
Parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01

Agenda Item: V.2

Applicable City Code and State Law Considered by the Planning Commission

- City of Ionia Codified Ordinances: Chapter 1272 Site Condominiums Section 1272.05 – Review of Preliminary Plans by the Planning Commission
- City of Ionia Codified Ordinances: Section 1224.02 – Preliminary Plat; Require Information
- City of Ionia Codified Ordinances: Chapter 1232 - Improvements
- Michigan Condominium Act: Section 66 of Act 59 of 1978 – Submittal Requirements

Staff Listed Conditions

1. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.

2. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request.

3. All condominium document drafts must be submitted and approved by the City Attorney and approved by the City Council. Once the documents are properly recorded, the City shall be provided with a recorded copy.

4. All easements shall be granted to the City of Ionia and approved by the City Attorney and all other applicable approving authorities representing the City.

5. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia.

Motion Options:

1. Recommendation for City Council to Approve

Moved by _____ and seconded by _____ to approve the preliminary site condominium plan and recommend that City Council conditionally approve the final site condominium project plan and traditional condominium for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of

parcel 34-201-036-000-001-01. This decision is based on the findings that the proposed use and plan comply with the Site Condominium Standards of Chapter 1272, the Preliminary Plat Requirements of Section 1224.02, Chapter 1232 – Improvements of the Code of Ordinances, and the submittal requirements of the Michigan Condominium Act: Section 66 of Act 59 of 1978, as detailed and discussed above, subject to the approval by staff of the listed conditions.

2. Recommendation for City Council to Deny

Moved by _____ and seconded by _____ to deny the preliminary site condominium plan and recommend that City Council denies the final site condominium project plan and traditional condominium for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01. This decision is based on the findings that the proposed use or plan does not comply with the Site Condominium Standards of Chapter 1272, the Preliminary Plat Requirements of Section 1224.02, Chapter 1232 – Improvements of the Code of Ordinances, and the submittal requirements of the Michigan Condominium Act: Section 66 of Act 59 of 1978, as detailed and discussed above.

3. Recommendation for City Council to Approve with Additional Conditions

Moved by _____ and seconded by _____ to approve the preliminary site condominium plan and recommend that City Council conditionally approve the final site condominium project plan and traditional condominium for Austin Pines West, which includes 96 housing units located on parcel 34-201-025-000-001-01 and a portion of parcel 34-201-036-000-001-01 This decision is based on the findings that the proposed use and plan comply with the Site Condominium Standards of Chapter 1272, the Preliminary Plat Requirements of Section 1224.02, Chapter 1232 – Improvements of the Code of Ordinances, and the submittal requirements of the Michigan Condominium Act: Section 66 of Act 59 of 1978, as detailed and discussed above, subject to the approval by staff of the staff listed conditions and the following additional conditions created by the Planning Commission.

List of Additional Conditions:

4. Table the Request

Moved by _____ and seconded by _____ to table the request until the listed outstanding items are provided.

List of Outstanding Items:

Green Development Ventures, LLC
2186 East Centre Avenue
Portage, MI 49002

Jonathan Bowman, Assistant City Manager
City of Ionia
114 N. Kidd Street
Ionia, Michigan 48846

March 10, 2026

Re: Austin Pines West PUD/Preliminary Plan and Preliminary Site Condominium Subdivision, S. State Road/Foxtail Drive (26.38 acres = Parcel #34-201-025-000-001-01 and Parcel #34-201-036-000-001-01 – portion thereof)

Dear Jonathan,

Based on our ongoing discussions, attached please find the revised PUD submittal for the Austin Pines West project. Included are the following documents:

- Austin Pines West PUD Project Summary Narrative dated 3/10/26
- Austin Pines West PUD/Preliminary Plan dated 3/6/26 (4 sets 24"x36", 10 sets 11"x17")
- Austin Pines West PUD Sample Portfolio of Homes (4 color sets)
- Traffic Impact Assessment performed by Fleis & Vandenbrink dated 2/15/26
- DRAFT Condominium Documents (Master Deed, Bylaws, Declarations) – *pending*

We look forward to discussing this exciting residential project with the City of Ionia and request to be scheduled for the April 1st Planning Commission meeting.

If you have any questions or require additional information, please contact me at your earliest convenience.

Sincerely,

Michael West, AICP
Land Planning Manager
Green Development Ventures, LLC
2186 East Centre Avenue
Portage, Michigan 49002
(269) 365-8548
mwest@allenedwin.com

Austin Pines West PUD
Mixed Detached-Attached Residential Community
Project Narrative
March 10, 2026

Project Overview

Green Development Ventures, LLC/Allen Edwin Homes proposes to amend a portion of the previously approved Austin Pines PUD with construction of the "Austin Pines West" mixed detached-attached residential community on 26.38 acres located at the west end of Foxtail Drive (Parcel #34-201-025-000-001-01 and Parcel #34-201-036-000-001-01 – portion thereof). The Austin Pines PUD was originally approved in 2005, but stalled after construction of Phase 1 (single family homes along Foxtail Drive and Timberridge Court, and attached condominiums along Aspen Valley Lane). The Austin Pines West PUD proposes a slightly different street layout and replacement of the previously approved attached condominiums (2-3-4 unit buildings) with single family detached homes and attached townhomes (3-unit buildings). A further discussion of the proposed Austin Pines West PUD is provided below.

Residential Components/Phasing/Dimensional Standards

The proposed Austin Pines West PUD proposes a total of 96 residential units [84 single family detached homes in a site condominium subdivision and 12 attached townhomes (four, 3-unit buildings) in a traditional condominium] on this 26.38 acres property with a corresponding overall development density of 3.6 units/per acre. The residential community is proposed to be developed in two phases with construction anticipated to begin in the Summer/Fall of 2026 (see table below). The proposed Austin Pines West PUD involves a lower development density (12 fewer units), a more efficient roadway/utility design and more open space/natural feature preservation than the previously approved project. Comparatively, the approved 2005 Austin Pines PUD included a total of 108 units on this 26.38 acres (13 single family units and 95 attached units) with a corresponding development density of 4.1 units/per acre and a site design which included more public roadway/utilities and less natural feature preservation.

	Number of Units/Acreage	Housing Types	Location/Improvements	Construction (estimate)
Phase 1	47 units (Units 1-47)	Single family detached	Foxtail Dr, Marten Rd, Otter Rd, Badger Alley	2026-2027
Phase 2	49 units (Units 48-96)	Single family detached Attached townhomes	Marten Rd, Otter Rd, Mink Rd	2028-2030
TOTAL:	96 units/26.38 acres (3.6 units/acre)	Single family detached Attached townhomes	Foxtail Drive, Marten Rd, Otter Rd, Mink Rd, Badger Alley (private)	2026-2030

Single family detached homes within the Austin Pines West site condominium subdivision portion of the development will include a mixture of homes on standard 51-foot wide and 40-foot wide lots, and narrower 33-foot wide lots. On the standard 51-foot wide and 40-foot wide lots, a mixture of 2-story, ranch and raised ranch homes ranging between 1,600-2,300 square feet with 3-5 bedrooms, 2-3 bathrooms and an attached 2-car (front loaded) garage are proposed. On the narrower 33-foot wide lots, 2-story homes, 1,640 square feet in size with 3-bedrooms, 2 bathrooms and an attached 2-car (rear/alley loaded) garage are proposed. Attached townhomes within the traditional condominium portion of the development will include 2-story homes, 1,450 square feet in size with 3 bedrooms, 2.5 bathrooms with an attached 1-2 car (front loaded) garage. A sample portfolio of homes detailing these various home product offerings for the Austin Pines West PUD including color renderings, elevations and floor plans is attached.

Minimum lot size/area, width and building setbacks/separations within the Austin Pines West PUD are proposed as follows:

	Single Family Detached	Attached Townhomes
Lot Area (minimum)	3,610 square feet (range = 3,610 – 8,790 square feet)	N/A
Lot Width (minimum)	33 feet wide (range = 33 – 71 feet wide)	N/A
Front Setback (minimum)	20 feet	20 feet
Rear Setback (minimum)	20 feet	20 feet
Side Setback (minimum)	5 feet (11 feet total)	15 feet (separation)
Building Height (maximum)	35 feet	35 feet
Lot Coverage (maximum)	45%	N/A

Open Space/Natural Feature Preservation/Walkability

As shown on the PUD Plan, 10 acres (38%) of the overall property will be preserved in perpetual open space including sensitive wetlands, woodlands and steep slopes. Open space areas are depicted on the PUD Plan and are generally located along the northern and eastern portions of the site. The northern open space area is wooded with extensive wetlands and is intended as a natural preservation area for passive enjoyment by the residents of the project. While no improvements are proposed within the northern open space area, pedestrian access will be provided through an open space strip situated along the north side of Marten Road (west of Unit 60) and through an access easement located along the shared property line of Units 70-71.

The eastern open space area is also wooded with wetlands in the northeast corner and is intended for both passive and active recreation. A mowed walking path with benches and bird feeding stations will be established through this open space area which will provide a pedestrian connection between Marten Road and Schoolboy Road. A fenced dog park will also be provided along this mowed walking path, behind Units 39-41.

Concrete sidewalks will be provided along both sides of all the new public streets within the Austin Pines West PUD. These sidewalks will connect to the existing sidewalk located within the Austin Pines subdivision to the east. Additionally, the mowed walking path through the eastern open space area will provide an additional pedestrian connection between the Austin Pines West neighborhood and Schoolboy Road.

Access/Utilities/Storm Water Management

The Austin Pines West PUD will be accessed through a westerly extension of Foxtail Drive and an internal network of public streets tentatively proposed as Marten Road, Otter Road and Mink Road. A private alley (Badger Alley) is also proposed within the middle portion of the development to serve the narrower, rear/alley loaded single family home sites (Units 18-34 and 80-96). With Phase 1 of the project, a 20-foot wide access drive will be constructed from the west end of Foxtail Drive down to Reimer Road. This temporary drive will serve as secondary access for the Austin Pines West project until such time that a more permanent street connection is made with future development on the adjacent vacant land to the south. Additionally, a public street stub (Marten Road) will also be provided to the vacant property to the west to allow for future street extension and interconnection.

The Foxtail Drive extension will continue as currently constructed with a 26-foot wide roadway situated within a 66-foot wide public right-of-way. The other new public streets (Marten Road, Otter Road, and Mink Road) are proposed to be constructed with a 31-foot wide roadway situated within a 60-foot public right-of-way. The private alley (Badger Alley) will be constructed with a 20-foot wide roadway. Off-street parking areas are also proposed along the south end of Otter Road (adjacent Townhome Units 48-50), along the west end of Marten Road (adjacent Townhome Units 57-59) and along the north side of Marten Road (between Site Condo Units 35 & 79). Finally, street trees will be installed along all the new public streets at a ratio of one tree/per lot, two streets/per corner lot.

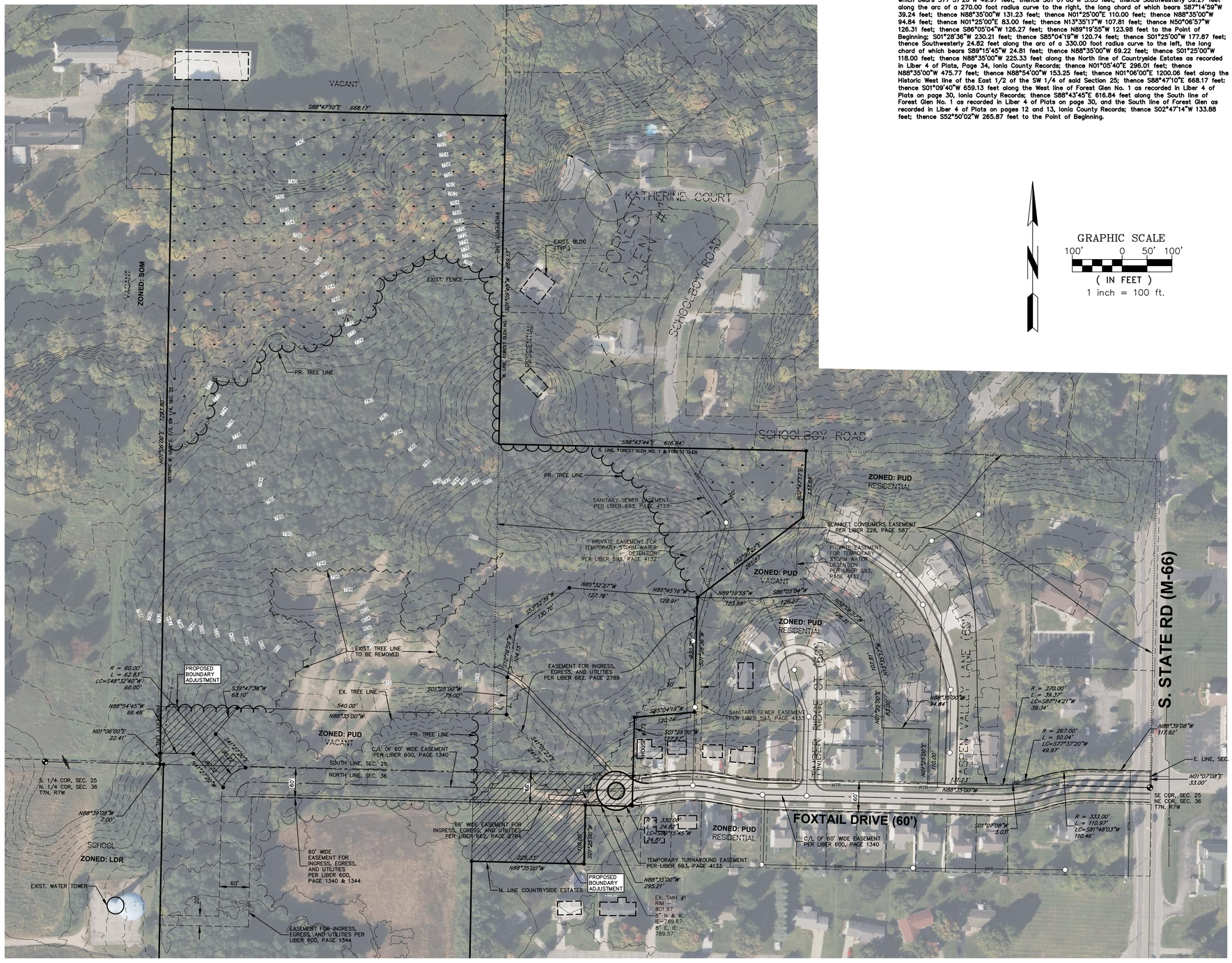
The Austin Pines West project will be served by municipal water and sanitary sewer, along with underground franchise utilities. Storm water from the project will be collected and conveyed to a storm water detention basin located in the northwest portion of the site, behind Units 61-69. Storm sewer infrastructure located within the public streets will be public, while the remainder of the infrastructure including the detention basin will be privately owned/maintained by the Homeowner's Association. All public/private infrastructure including new public streets, municipal water, sanitary sewer and storm sewer will be designed and constructed to City of Ionia standards and specifications.

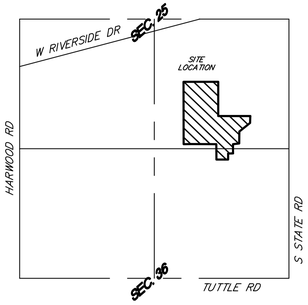
Site Condominium Subdivision Governing Documents

As stated above, the Austin Pines West project will be developed as a site condominium subdivision (single family detached portion) and a traditional condominium (attached townhome portion). A Master Deed and Bylaws will be created and recorded to provide the legal framework for the

operations of the site condominium and traditional condominium including deed restrictions, covenants and any other project requirements. A Homeowner's Association (HOA) will also be established for each project and operated by the developer until a level of occupancy has been achieved to transition the operations over to the residents. The HOAs will have a scope of authority that includes architectural review, enforcement of restrictions, private alley and storm water infrastructure maintenance, open space/common area maintenance and financial management. Each homeowner will pay a modest annual fee for the operation and management of the overall condominium project.

PROPOSED LEGAL DESCRIPTION FOR PUD:
Part of the SE 1/4 of Section 25, and part of the NE 1/4 of Section 36, all in T7N, R7W, Berlin Township, Ionia County, Michigan, described as: Commencing at the SE corner of said Section 25; thence N01°07'08"E 33.00 feet along the East line of said Section; thence N88°39'08"W 117.92 feet parallel with the South line of said Section 25; thence Southwesterly 110.97 feet along the arc of a 333.00 foot radius curve to the left, the long chord of which bears S81°48'03"W 110.46 feet; thence Southwesterly 50.04 feet along the arc of a 267.00 foot radius curve to the right, the long chord of which bears S77°37'20"W 49.97 feet; thence S01°07'08"W 3.03 feet; thence Southwesterly 39.27 feet along the arc of a 270.00 foot radius curve to the right, the long chord of which bears S87°14'59"W 39.24 feet; thence N88°35'00"W 131.23 feet; thence N01°25'00"E 110.00 feet; thence N88°35'00"W 94.84 feet; thence N01°25'00"E 83.00 feet; thence N13°35'17"W 107.81 feet; thence N50°06'57"W 126.31 feet; thence S86°05'04"W 126.27 feet; thence N89°19'55"W 123.98 feet to the Point of Beginning; S01°28'36"W 230.21 feet; thence S85°04'19"W 120.74 feet; thence S01°25'00"W 177.87 feet; thence Southwesterly 24.82 feet along the arc of a 330.00 foot radius curve to the left, the long chord of which bears S89°15'45"W 24.81 feet; thence N88°35'00"W 89.22 feet; thence S01°25'00"W 118.00 feet; thence N88°35'00"W 225.33 feet along the North line of Countryside Estates as recorded in Liber 4 of Plats, Page 34, Ionia County Records; thence N01°05'40"E 296.01 feet; thence N88°35'00"W 475.77 feet; thence N88°54'00"W 153.25 feet; thence N01°06'00"E 1200.06 feet along the Historic West line of the East 1/2 of the SW 1/4 of said Section 25; thence S88°47'10"E 668.17 feet; thence S01°09'40"W 659.13 feet along the West line of Forest Glen No. 1 as recorded in Liber 4 of Plats on page 30, Ionia County Records; thence S88°43'45"E 616.84 feet along the South line of Forest Glen No. 1 as recorded in Liber 4 of Plats on page 30, and the South line of Forest Glen as recorded in Liber 4 of Plats on pages 12 and 13, Ionia County Records; thence S02°47'14"W 133.88 feet; thence S52°50'02"W 265.87 feet to the Point of Beginning.





LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
100' 0 50' 100'
(IN FEET)
1 inch = 100 ft.

EXISTING LEGEND

SURVEY
- SECTION CORNER
- PROPERTY IRON FOUND
- PROPERTY IRON SET
- BM# BENCHMARK

TREES
- CONIFEROUS TREE
- DECIDUOUS TREE

WATER
- MANHOLE
- VALVE
- HYDRANT

ELECTRICAL
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- UTILITY RISER/METER

SANITARY SEWER
- MANHOLE
- CLEANOUT

STORM SEWER
- CURB CATCH BASIN
- ROUND CATCH BASIN
- FLARED END SECTION

MISC
- MAILBOX
- UTILITY FLAG
- SIGN

- WETLAND
- CONCRETE
- BITUMINOUS
- CENTER LINE
- PROPERTY LINE
- 750 CONTOUR LINE (MAJOR)
- 751 CONTOUR LINE (MINOR)
- FENCE
- TREE LINE
- WTR WATER MAIN
- SAN SANITARY SEWER
- STM STORM SEWER
- G NATURAL GAS
- FIBER FIBER OPTIC
- OH-E OVERHEAD ELECTRIC
- UG-T UNDERGROUND TELEPHONE
- UG-C UNDERGROUND CABLE
- UG-E UNDERGROUND ELECTRIC

STATE OF MICHIGAN
CARL J. GUSTAFSON
ENGINEER
No. 6201042605
LICENSED PROFESSIONAL ENGINEER

REVISIONS:
FEBRUARY 13, 2026 – CONCEPT PLAN
MARCH 6, 2026 – REV. PER CITY

DRAWN BY: VS
CHKD. BY: PGH
DATE: SEPTEMBER 29, 2025
REVISIONS: NOVEMBER 5, 2025 – CLIENT REVIEW
NOVEMBER 11, 2025 – CITY SUBMITTAL
DECEMBER 10, 2025 – CITY SUBMITTAL

Roosien & Associates
SURVEYING AND ENGINEERING
5005 PLAINFIELD AVE. NE PAULROOSIEN@SSOC.COM
GRAND RAPIDS, MI 49525 TELE: (616) 361-7220

EXISTING CONDITIONS AND REMOVALS PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

C–101

PROPOSED UNIT AREAS

UNIT	AREA (sqft)
1	6,667
2	6,668
3	6,668
4	6,628
5	8,171
6	6,847
7	7,934
8	5,767
9	5,753
10	5,739
11	5,724
12	5,710
13	5,696
14	5,681
15	5,665
16	5,641
17	7,765
18	5,736
19	3,610
20	3,610
21	3,610
22	3,610
23	3,610
24	3,610
25	3,610
26	3,610
27	3,610
28	3,610
29	3,610
30	3,610
31	3,610
32	3,610
33	3,610
34	5,769
35	5,940
36	5,571
37	5,571
38	5,571
39	5,571
40	5,571
41	5,571
42	5,676
43	5,064
44	5,064
45	5,064
46	5,064
47	7,416

UNIT	AREA (sqft)
60	5,610
61	5,610
62	5,610
63	5,610
64	5,610
65	5,610
66	6,814
67	5,890
68	7,012
69	7,231
70	7,347
71	8,790
72	7,799
73	8,092
74	6,487
75	5,525
76	5,746
77	6,454
78	6,452
79	5,949
80	5,798
81	3,610
82	3,610
83	3,610
84	3,610
85	3,610
86	3,610
87	3,610
88	3,610
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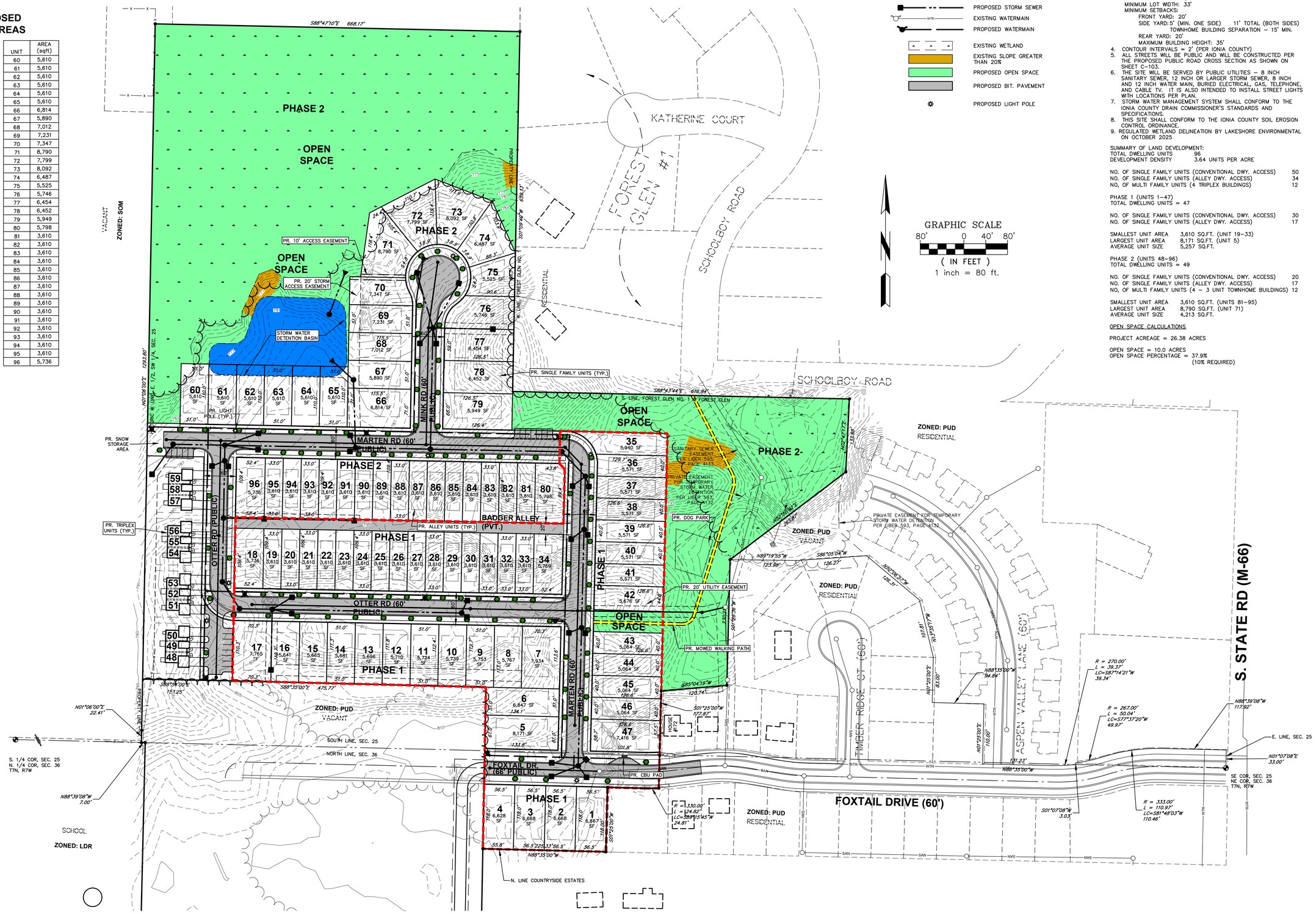
94	3,610
95	3,610
96	5,736



LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING WETLAND
- EXISTING SLOPE GREATER THAN 20%
- PROPOSED OPEN SPACE
- PROPOSED BIT. PAVEMENT
- PROPOSED LIGHT POLE

GENERAL NOTES:

1. P.P.N. 34-201-025-000-00-01 & 34-201-036-000-001-00
2. APPLICANT:
   GREEN DEVELOPMENT VENTURES, LLC
   2186 E. CENTRE AVE.
   PORTAGE, MICHIGAN 49002
3. CURRENT ZONING: PUD, PLANNED UNIT DEVELOPMENT
   60' PUBLIC RIGHT-OF-WAY. (FOXTAIL TO BE 66' WIDE)
   MINIMUM LOT AREA: 3,610 SF
   MINIMUM LOT WIDTH: 33'
   MINIMUM SETBACKS:
   FRONT YARD: 20'
   SIDE YARD: 5' (MIN. ONE SIDE) 11' TOTAL (BOTH SIDES)
   TOWNHOME BUILDING SEPARATION - 15' MIN.
   REAR YARD: 20'
   MAXIMUM BUILDING HEIGHT: 35'
4. CONTOUR INTERVALS = 2' (PER IONIA COUNTY)
5. ALL STREETS WILL BE PUBLIC AND WILL BE CONSTRUCTED PER THE PROPOSED PUBLIC ROAD CROSS SECTION AS SHOWN ON SHEET C-103.
6. THE SITE WILL BE SERVED BY PUBLIC UTILITIES - 8 INCH SANITARY SEWER, 12 INCH OR LARGER STORM SEWER, 8 INCH AND 12 INCH WATER MAIN, BURIED ELECTRICAL, GAS, TELEPHONE, AND CABLE TV. IT IS ALSO INTENDED TO INSTALL STREET LIGHTS WITH LOCATIONS PER PLAN.
7. STORM WATER MANAGEMENT SYSTEM SHALL CONFORM TO THE IONIA COUNTY DRAIN COMMISSIONER'S STANDARDS AND SPECIFICATIONS.
8. THIS SITE SHALL CONFORM TO THE IONIA COUNTY SOIL EROSION CONTROL ORDINANCE.
9. REGULATED WETLAND DELINEATION BY LAKESHORE ENVIRONMENTAL ON OCTOBER 2025

SUMMARY OF LAND DEVELOPMENT:

TOTAL DWELLING UNITS	96
DEVELOPMENT DENSITY	3.64 UNITS PER ACRE
NO. OF SINGLE FAMILY UNITS (CONVENTIONAL DWY. ACCESS)	50
NO. OF SINGLE FAMILY UNITS (ALLEY DWY. ACCESS)	34
NO, OF MULTI FAMILY UNITS (4 TRIPLEX BUILDINGS)	12

PHASE 1 (UNITS 1-47)
TOTAL DWELLING UNITS = 47

NO. OF SINGLE FAMILY UNITS (CONVENTIONAL DWY. ACCESS)	30
NO. OF SINGLE FAMILY UNITS (ALLEY DWY. ACCESS)	17
SMALLEST UNIT AREA	3,610 SQ.FT. (UNIT 19-33)
LARGEST UNIT AREA	8,171 SQ.FT. (UNIT 5)
AVERAGE UNIT SIZE	5,257 SQ.FT.

PHASE 2 (UNITS 48-96)
TOTAL DWELLING UNITS = 49

NO. OF SINGLE FAMILY UNITS (CONVENTIONAL DWY. ACCESS)	20
NO. OF SINGLE FAMILY UNITS (ALLEY DWY. ACCESS)	17
NO, OF MULTI FAMILY UNITS (4 - 3 UNIT TOWNHOME BUILDINGS)	12
SMALLEST UNIT AREA	3,610 SQ.FT. (UNITS 81-95)
LARGEST UNIT AREA	8,790 SQ.FT. (UNIT 71)
AVERAGE UNIT SIZE	4,213 SQ.FT.

OPEN SPACE CALCULATIONS

PROJECT ACREAGE = 26.38 ACRES

OPEN SPACE = 10.0 ACRES
OPEN SPACE PERCENTAGE = 37.9%
(10% REQUIRED)

REVISIONS:
FEBRUARY 13, 2026 - CONCEPT PLAN
MARCH 6, 2026 - REV. PER CITY

DRAWN BY: VS
CHECKED BY: PDH
DATE: SEPTEMBER 29, 2025
REVISIONS:
NOVEMBER 5, 2025 - CLIENT REVIEW
NOVEMBER 11, 2025 - CITY SUBMITTAL
DECEMBER 10, 2025 - CITY SUBMITTAL

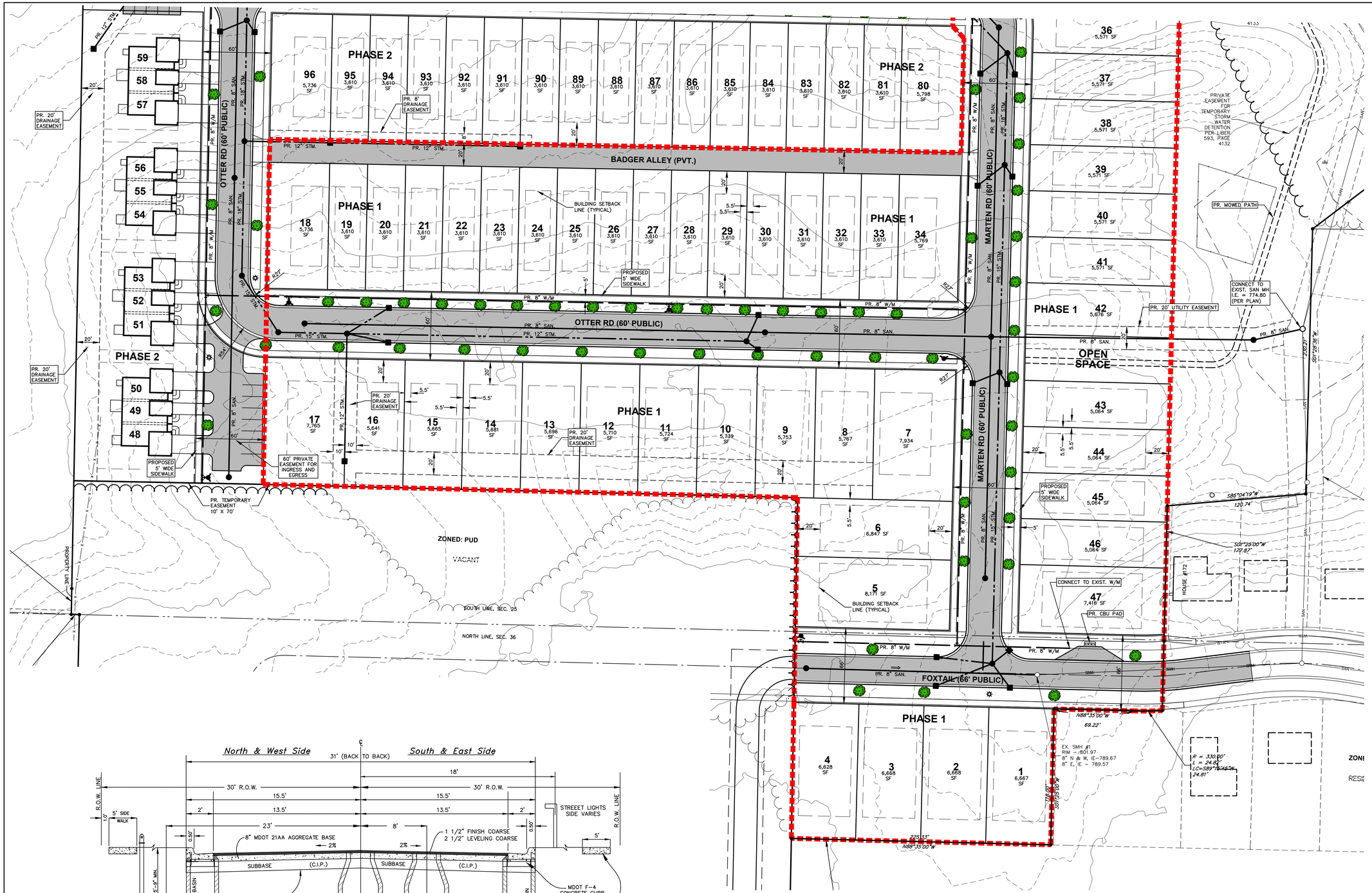
Roosien & Associates
SURVEYING AND ENGINEERING
5055 PLAINFIELD AVE. NE PAUL@ROOSIEN-ASSOC.COM
GRAND RAPIDS, MI 49525 TELE: (616) 361-7220

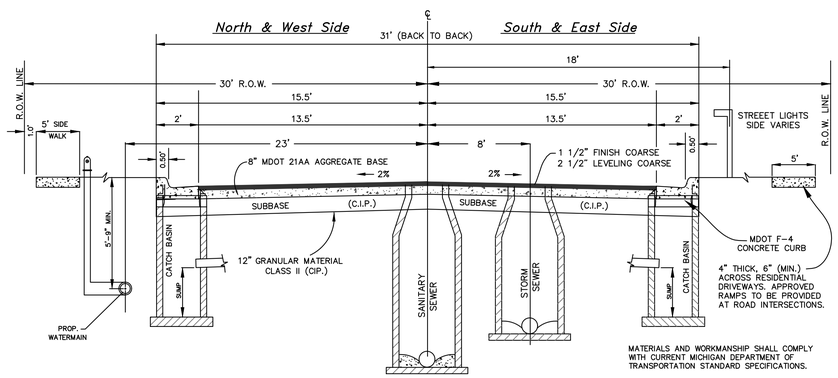
PUD AMENDMENT AND PRELIMINARY SITE PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

C-102



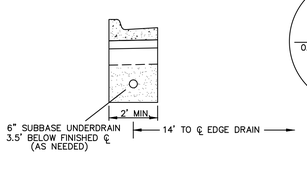


MATERIALS AND WORKMANSHIP SHALL COMPLY WITH CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

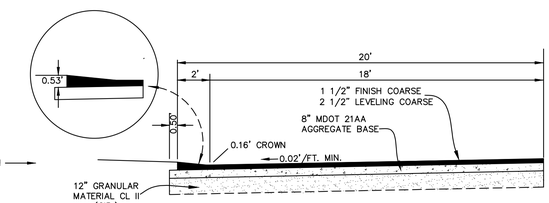
NOTES:
1. PROPOSED FOXTAIL DRIVE CURB AND GUTTER BACK TO BACK WIDTH TO MATCH EXISTING FOXTAIL DRIVE WIDTH (26' BACK TO BACK)

2. EXISTING FOXTAIL DRIVE RIGHT OF WAY WIDTH IS 60'. THE EXISTING FOXTAIL DRIVE RIGHT OF WAY WIDTH ONSITE IS 66'.

TYPICAL PUBLIC ROAD SECTION
NOT TO SCALE



UNDER DRAIN SECTION
NOT TO SCALE



PAVED ALLEY SECTION
NOT TO SCALE

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- PROPOSED BIT. PAVEMENT
- PROPOSED LIGHT POLE

REVISIONS:
FEBRUARY 13, 2026 – CONCEPT PLAN
MARCH 6, 2026 – REV. PER CITY

DRAWN BY: VS
PROJECT: 25-EDWIN
DATE: SEPTEMBER 29, 2025
REVISIONS:
NOVEMBER 5, 2025 – CLIENT REVIEW
NOVEMBER 11, 2025 – CITY SUBMITTAL
DECEMBER 10, 2025 – CITY SUBMITTAL

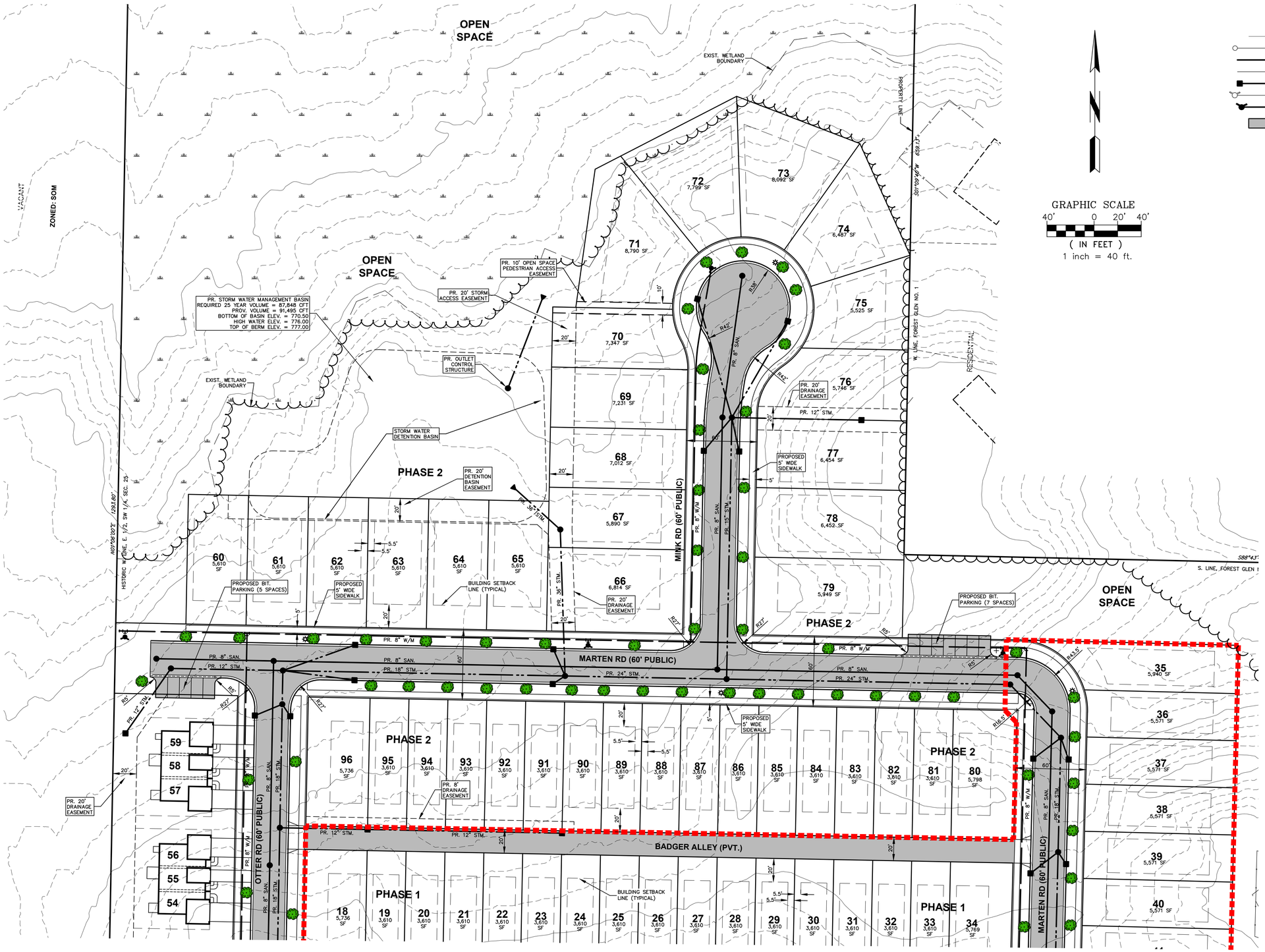
Roosien & Associates
SURVEYING AND ENGINEERING
5505 PLAINFIELD AVE. NE PAUL@ROOSIEN-ASSOC.COM
GRAND RAPIDS, MI 49525 TELE: (616) 361-7220

PRELIMINARY SITE LAYOUT AND UTILITY PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

C–103



GRAPHIC SCALE
40' 0 20' 40'
(IN FEET)
1 inch = 40 ft.

LEGEND

- 780 — EXISTING MAJOR CONTOUR
- SAN — EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- STM — EXISTING STORM SEWER
- PROPOSED STORM SEWER
- WTR — EXISTING WATERMAIN
- PROPOSED WATERMAIN
- PROPOSED BIT. PAVEMENT
- PROPOSED LIGHT POLE

REVISIONS:
FEBRUARY 13, 2026 – CONCEPT PLAN
MARCH 6, 2026 – REV. PER CITY

DRAWN BY: VS
APPROVED BY: PDH
DATE: SEPTEMBER 29, 2025
REVISIONS:
NOVEMBER 5, 2025 – CLIENT REVIEW
NOVEMBER 11, 2025 – CITY SUBMITTAL
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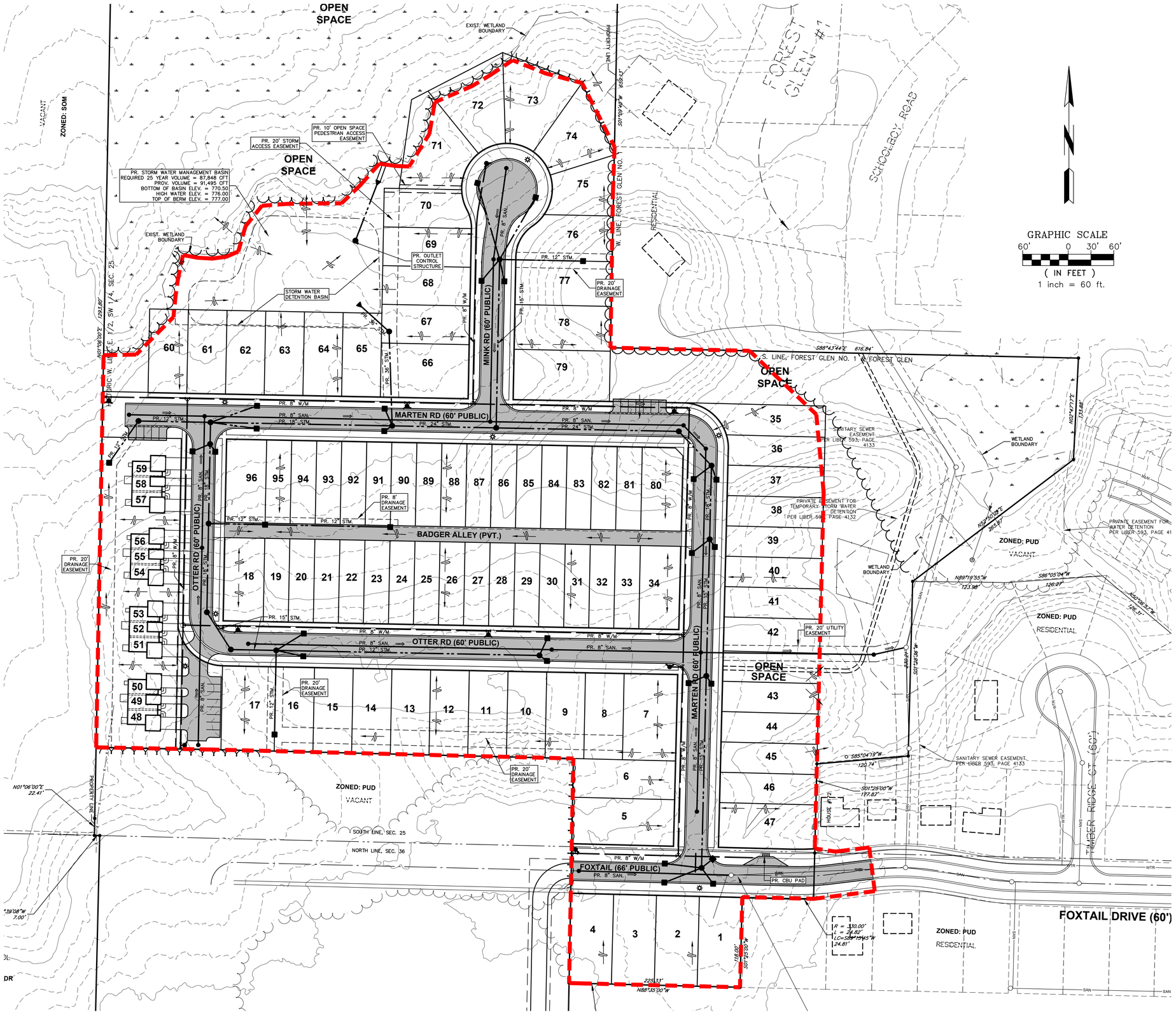
PRELIMINARY SITE LAYOUT AND UTILITY PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

C–104



REVISIONS:
FEBRUARY 13, 2026 – CONCEPT PLAN
MARCH 6, 2026 – REV. PER CITY

DRAWN BY: VS
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GRAND RAPIDS, MI 49525 TELE: (616) 361-7220

PRELIMINARY OVERALL DRAINAGE PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

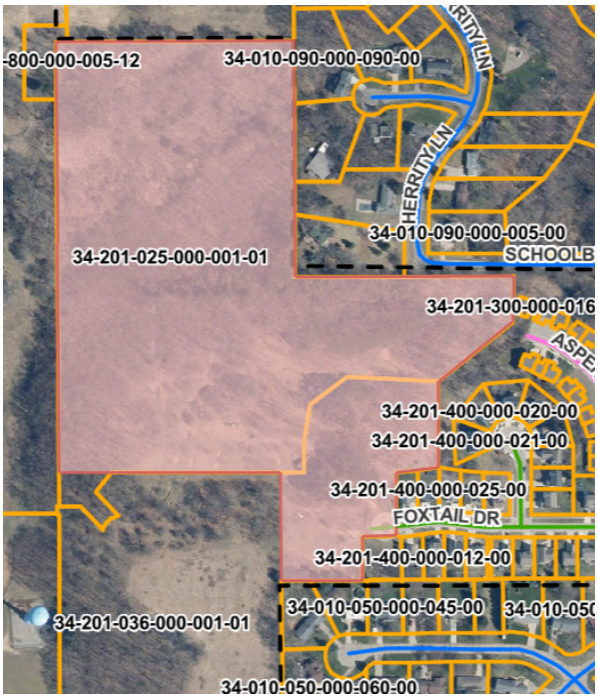
C–105

williams&works
engineers | surveyors | planners

MEMORANDUM

To:	City of Ionia Planning Commission
Date:	April 22, 2026
From:	Bradley S. Kotrba, AICP Toby Hayes, AICP
RE:	**Austin Pines Site Condominium PUD Amendment, Final Site Condominium and Site Plan Review**

Green Development Ventures, LLC has applied for a PUD amendment and final site condominium and site plan review in the Austin Pines PUD. This proposed development phase encompasses two unaddressed parcels (PPN 34-201-025-000-001-01 and 34-201-036-000-001-01, portion thereof). Most of the proposed Austin Pines West development is in the northern parcel of the last two parcels that make up the remainder of the Austin Pines PUD property. This development phase also includes a small portion of the southern parcel. The purpose of this memorandum is to complete the final review of the applicable standards and associated zoning requirements in accordance with the City of Ionia Zoning Ordinance and Condominium Ordinance.



Background

The 26.38-acre site, which is currently undeveloped, is accessible to the first phase of the Austin Pines development via Foxtail Drive. Approval for the Austin Pines PUD was granted in 2005, with development halting after Phase 1 was concluded. Phase one comprised both standalone single-family dwellings and multi-unit attached condominiums. Subsequent phases of Austin Pines have received approval (2005) for attached single-family residences comprising two, three, and four units. The applicant now proposes a development comprising 84 detached single-family residences and 12 attached single-family residences housed within four three-unit buildings, totaling 96

residential units. The 2005 Phase Two proposal comprised 108 dwelling units on 26.38 acres (4.1 dwelling units/acre). The amended proposal contains 96 dwelling units on 26.33 acres (3.65 dwelling units/acre).

Since the April 1st Planning Commission, the applicant has submitted the final master deeds, bylaws, and a site plan for the Planning Commission's approval. Our comments on these items and on our final review are as follows.

Completeness of Submittal. Section 1272.06 (Review and Approval of Final Plans by City Council) contains the required information that must be included in a final condominium application. Per the City Code, before any final site condominium review, the applicant shall submit a preliminary site plan and application to the City, which will be reviewed and approved by the Planning Commission. The applicant had previously submitted a site plan prepared and revised by Roosien & Associates, Inc. (dated February 13, 2026) and a Site Condominium and Site Plan Review application. The Planning Commission reviewed these materials and discussed them at the April 1st, 2026, meeting. The preliminary condominium plan will now proceed for review and approval. The following section outlines the process for review, with our preliminary comments.

FINAL SITE CONDOMINIUM

Existing vs. Proposed Dimensions for Site Condominiums

	Existing SF	**Existing Triplex**	**Proposed SF**	**Proposed Triplex**
Lot Area	6,600 sq. ft.	n/a*	≥ 3,610 sq. ft.	n/a**
Lot Width	60 ft.	n/a*	≥ 33 ft.	n/a**
F Setback	20 ft.	42 ft.	20 ft.	20 ft.
R Setback	25 ft.	n/a*	20 ft.	20 ft.
S Setback	6'/5' (tot. 11')	25' (perim.)/ 15' (sep.)	5' (tot. 11')	15ft. (sep.) on perimeter
Lot Cov.	n/a**	n/a**	45%	45%
Height	35 ft.	35 ft.	35 ft.	35 ft.

*Originally approved attached single-family as traditional condo units, so they were not on individual lots.

**No lot coverage maximum was required in the original approval; units only had to meet setbacks and other standards.

The applicant is proposing eighty-four (84) single-family site condominium lots with a minimum of 3,610 square feet in total lot area and measuring at least 33 feet in lot width. Front and rear yard setbacks are proposed to be 20 feet, with 5-foot minimum side yard setbacks totaling 11 feet. Lot coverage will be capped at 45% with 35-foot height limits.

The four triplex condominium buildings are proposed on one lot with a front and rear yard setback of 20 feet. 15-foot setbacks are proposed for the perimeter of the triplex development area. The triplexes themselves are proposed to be spaced 20 feet from one another. Lot coverage will be capped at 45% with 35-foot height limits.

The Requirements for Final Site Condominium Review (Sec. 1272.06) and our comments follow:

(a) After receiving the Planning Commission's recommendations on the preliminary plan, the applicant shall submit to the Zoning Administrator twelve copies of a final site condominium development plan which complies with the requirements for a preliminary site condominium project plan. The applicant shall also submit copies of reviews by those agencies with jurisdiction over the project. The Zoning Administrator shall forward copies of the final plan and other information to the City Council.

Comments. The applicant has submitted copies of the plan to the relevant agencies. Additionally, drafts of the master deed and bylaws have been submitted for review by the City Attorney, who has suggested only minor edits. Overall, the Planning Commission may find that the application is complete for final review.

(b) The final site condominium project plan submitted by the applicant shall incorporate all the recommendations, if any, made by the Planning Commission based on its prior review of the preliminary plan. If any of the Planning Commission's recommendations are not incorporated in the final plan, the applicant shall clearly specify in writing which recommendations have not been incorporated and the reasons why those recommendations have not been incorporated. Except for changes made to the plan as necessary to incorporate the recommendations of the Planning Commission, the final plan shall otherwise be identical to the preliminary plan which was reviewed by the Planning

Commission. Changes made to the plan other than those necessary to incorporate the recommendations of the Planning Commission shall be reviewed by the Planning Commission as provided by this chapter prior to approval of the plan by the City Council.

Comments. The applicant had previously taken into consideration comments by City staff and the Planning Commission, such as off-street parking, sidewalks, lighting, and landscaping. These items were adequately reflected in the preliminary condominium plan. The dimensional table above illustrates the changes to the proposed site condominium dimensions, which have lessened the density proposed for the site. No other changes were requested by the Planning Commission during its review of the preliminary plan, and the Planning Commission may recommend the final plan to City Council for adoption as it is presented.

(c) After receiving the Planning Commission's recommendations on the preliminary plan and a final site condominium development plan from the applicant, the City Council shall review and may approve, deny or approve with conditions the plan in accordance with the standards and requirements of the Subdivision Regulations and other applicable procedures, standards and requirements provided by this chapter.

Comments. A series of recommended conditions of approval have been attached to this memorandum for recommendation by the Planning Commission. These conditions are based on comments from the Planning Commission and City staff on the site plan and PUD amendment, and include compliance with stipulations from various agencies.

(d) The City Council may grant tentative approval of the project and shall set forth in writing the requirements that must be met for approval.

Comments. As noted above, a series of recommended conditions of approval have been attached to this memorandum for recommendation by the Planning Commission to the Council. These conditions are based on comments from the Planning Commission and City staff and include compliance with stipulations from the City Engineer, Attorney, Planner, Drain Commissioner, and others.

(e) The City Council shall not review, approve, or reject a final project plan until it has received a report and recommendation from the Planning Commission on the preliminary project plan.

Comments. Our comments in this section of the memorandum will serve as the basis for an official report and recommendation to Council, following approval by the Planning Commission.

(f) As a condition of approval of a final site condominium project plan:

(1) The City Council may require that a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the Council, covering the estimated cost of improvements associated with the site condominium project for which approval is sought, be deposited with the City Clerk.

(2) The City Council may impose additional reasonable conditions of approval necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility load caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

Comments. These items may be addressed as conditions of approval for City Council during its review.

(g) Approval of a final site condominium project plan shall not constitute approval of expandable or convertible portions of a site condominium project unless the expandable or convertible areas were specifically reviewed and approved by the City Council in compliance with the procedures, standards, and requirements of this chapter.

Comments. This item may be addressed as a condition of approval for City Council during their review.

FINAL PUD REVIEW

Below is the list of PUD Development requirements from Section 1266.04 of the Ordinance. These items have previously been reviewed by the Planning Commission and are incorporated for reference. We previously offered the following comments:

a. **Density.** 84 Single-family detached homes and 12 three-unit attached single-family building (triplexes) for a total of 96 dwelling units. This project will be developed as an 85-lot site condominium project built in two phases: 47 single-family detached lots constructed in 2026–2027 and 49 units on 38 lots constructed in 2027–2030, with full build out finalization expected by the end of 2030. The original approval consisted of 108 dwelling units on 26.38 acres (4.1

dwelling units/acre). The amended proposal contains 80 dwelling units on 26.33 acres (3.65 dwelling units/acre).

b. **Dwelling Unit Composition.** The original approval contained 108 dwelling units over 26.33 acres in single, two, three, and four unit structures. The proposed plan is 96 units with 84 single-family and 4 triplex homes (12 units).

Parking. As a site condominium development, parking will be provided for each detached or attached single-family home through a combination of garage and driveway spaces. A total of 13 additional off-street parking spaces are provided near the triplexes on Otter Road, as well as where Marten Road ends to the west.

Lighting. The Austin Pines PUD does require street lighting. The applicant proposes streetlights with pole locations shown on the site plan. While the specific lighting type is not described, compliance with the lighting standards in Section 1286.03 of the zoning ordinance will be required as a condition of approval.

Landscaping. The plans show street trees, and street trees are required based on the landscaping requirements of the Austin Pines PUD. The requirements include that trees must be planted within the public right-of-way when sidewalks are installed, with the applicant providing a tree list for City approval during each phase. Other proposed landscaping will be reviewed and approved by the Planning Commission as each phase moves forward, if applicable, and all landscaping must be maintained according to the approved maintenance agreement.

Signs. No signs have been proposed for this development. However, all future signs must be in compliance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, specifically with requirements for signs in residential districts.

Final PUD Review Standards. Section 1266.06(e)(2) states that the final development plan shall contain all the information required for final site plan review, unless the same is waived by the Planning Commission as not being reasonably necessary for the consideration of the PUD, plus the following:

A. All the drawings, narrative, studies, assessments, and other information, and materials comprising the preliminary development plan, including all the recommendations of the Planning Commission thereon, or if the applicant has not incorporated all of such recommendations, the final development plan shall indicate such fact and shall state the basis or grounds upon which such recommendation has not been included.

Comments. The applicant has submitted site plans, project narratives, a traffic study, sample home designs, as well as proposed site condominium master

deeds and bylaws. The Planning Commission did not require any more information from the applicant

B. Projected time for completion of the entire PUD; proposed phasing, if any, of the PUD, and the projected time for completion of each phase.

Comments. This project will be developed in two phases: 47 single-family detached lots constructed in 2026–2027, and 49 units on 38 lots constructed in 2027–2030, with full build out finalization expected by the end of 2030. The site plan indicates the first phase generally encompasses the southeastern portion of the site with Badger Alley being the northern boundary (except for lots 35-39 on the east side of Marten Road included in this phase), and the western extent of Otter Road being the west boundary of Phase 1. Phase 2 would cover the remainder of the site, with Badger Alley serving as the southern limit, and the remainder of the site to the north and west being developed (including the triplexes). The applicant had previously indicated that the timeline for phasing and construction will largely depend on the demand for homes.

C. Any other information reasonably required by the Planning Commission in connection with its review of the PUD and consideration of the rezoning of the lands in accordance with the PUD plan.

Comments. The Planning Commission may deliberate on this matter. We have no other outstanding questions or information we would request the Planning Commission require of the applicant.

Section 66 of Act 59 of 1978. Section 66 of the Michigan Condominium Act contains items that must be contained within the Master Deed and Condominium paperwork. The applicant has submitted a Master Deed and Condominium Bylaws for review. The City Attorney has reviewed these documents and provided minor revisions, which have been incorporated into the submitted materials. Based on this review, the City Attorney has indicated that the proposed Master Deed and Bylaws are sufficient and meet the requirements of the Michigan Condominium Act and applicable City ordinances. No substantive outstanding issues remain, and the documents are acceptable for approval.

FINAL SITE PLAN REVIEW

Site Plan Review. Section 1276.05(c) of the Zoning Code contains the required information for a site plan review application, per the requirements for final site plan review (Sec. 1276.06). These standards had been previously reviewed by the Planning Commission during the preliminary review. We have once again listed these standards, along with our comments, below for the edification of the Planning Commission.

(a) General Approval Criteria: Before approving a site plan, the Planning Commission must ensure compliance with the following standards. If all applicable standards and other City ordinances are met, the site plan shall be approved.

(b) Access and Site Circulation

(1) Buildings must be arranged to follow emergency vehicle access as required by the City's Public Safety Department.

Comments. The Planning Commission may again wish to review any comments from Public Safety to confirm if there is adequate access for emergency vehicles. Access and circulation appear adequate, and the applicant has designed the roads with cul-de-sacs at the terminal end of internal streets, which should meet emergency vehicle turnaround requirements. The City Engineer has not expressed concerns with the proposed site access and circulation.

(2) The Planning Commission may:

A. Limit the number of driveways on a site.

B. Require shared driveways between contiguous parcels.

C. Require parking lots on adjacent parcels to be connected.

D. Align driveways opposite each other for improved traffic flow.

Comments. Driveways are not shown on the site plan, except for the triplexes. The developer will probably submit driveway information at the time each unit is constructed, though the Planning Commission may require certain driveway dimensions be included as a condition of approval, if desired.

(3) Public and private circulation routes must integrate with existing or planned streets, pedestrian paths, and bicycle routes.

Comments. Sidewalks are proposed on both sides of every street, in addition to unpaved walking paths in the common space.

(4) Streets and drives that are part of an existing or planned street pattern serving adjacent development shall be of a condition appropriate to the traffic volume and type of traffic they will carry.

Comments. This application does allow for future connection to future phases of development in the Austin Pines PUD and also to any potential development that may happen to the west in the future.

(5) On-site maneuvering space for trucks must be provided so that loading areas do not interfere with the public right of way.

Comments. No loading spaces are required for a residential development; this standard is inapplicable.

(c) Landscape and Site Design

(1) Landscaping must comply with the City's landscape provisions.

Comments. The applicant has provided no details on proposed landscaping other than noting the general locations where street trees would be installed and stating that proposed trees would be planted in accordance with the City's schedule of tree regulations. The open space areas are proposed to be maintained in a natural state as much as possible. Offering passive park space for the neighborhood residents.

(2) The site design must consider:

A. Topography.

B. Type and size of lot and buildings.

C. Character of adjoining property.

D. Adjoining properties to prevent negative impacts on their orderly development or improvement for uses in this Zoning Code.

Comments. Natural features are being preserved to the greatest extent possible and therefore will contribute to mitigating any negative effects on surrounding properties by creating a natural buffer area.

(3) Natural features should be preserved where practical, with minimal removal of vegetation and alterations to topography.

Comments. The plans do not propose to disturb a significant amount of natural features; they only propose to alter what is intended to be developed for housing and also for stormwater facility creation. The Planning Commission may consider this standard satisfactorily met.

(4) Areas of natural drainage, such as wetlands, ponds, and swales, must be protected to maintain natural drainage patterns and habitats.

Comments. A greater percentage of wetlands is actually planned to be preserved in this amendment than in the previously approved PUD. This is due to the discovery of more protected wetlands than what was identified as protected in the previous PUD approval.

(d) Privacy and Screening

(1) The site plan must provide reasonable visual and sound privacy for all dwelling units through the use of fences, landscaping, and other barriers where necessary.

Comments. It is unknown what privacy will be provided between lots. However, natural buffering is being preserved to provide visual and sound privacy for neighboring developments.

(2) Outdoor storage and trash collection areas must comply with Chapter 1060 and be screened appropriately.

Comments. The development will be handled by curbside waste and recycling as controlled by the HOA and served at each residence.

(e) Pedestrian and Non-motorized Transportation

(1) In recognition that a connected sidewalk system along City streets enhances pedestrian safety and conserve energy through non-motorized transportation opportunities, sidewalks shall be required as determined by the Planning Commission and must comply with City of Ionia sidewalk standards, as detailed in the City's Municipal Code.

Comments. Sidewalks are being proposed on both sides of all interior streets. The Planning Commission may consider this standard to be satisfactorily met.

(2) Factors for requiring sidewalks include:

A. Existing and future pedestrian traffic near the site.

B. Ability to enhance pedestrian safety.

C. Traffic volume on adjacent streets.

D. Potential for a connected sidewalk network.

E. Proximity to pedestrian attractors (e.g., schools, public buildings, shopping areas).

F. Location of the proposed use.

Comments. Sidewalks have been proposed, so this standard has been satisfied.

(f) Lighting

(1) Exterior lighting shall be arranged so that illumination is deflected away downward and away from adjacent properties and so that it does not interfere with the vision of motorists along adjacent streets.

Comments. Street lighting has been provided. Regardless, any property is required to maintain the outdoors in a compliant manner, according to Section 1286.03. The Commission may include this as a condition of approval.

(2) Flashing or intermittent lights shall not be permitted.

Comments. We do not believe that the applicant will propose any flashing or intermittent lighting, but this may be added as a condition of approval.

(3) Excessive lighting of buildings or structures shall be minimized to reduce light pollution.

Comments. The amount of lighting on any proposed residence is unknown and should be discussed with the applicant. This may be added as a condition of approval.

(g) Stormwater Management

(1) Stormwater drainage must be designed to prevent adverse impacts on neighboring properties and the public stormwater system.

Comments. Stormwater facilities have been designed on site, and the Planning Commission should review the City Engineer's comments.

(2) Provisions must be made for:

A. Erosion control, particularly during construction.

B. Dust prevention.

C. Retention/detention ponds, when necessary.

Comments. Erosion control permits would be required for any site work; and the existing wetland onsite will handle stormwater similar to a stormwater basin. The Planning Commission may require, as a condition of approval, stormwater permits from the County Drain Commission, since the site is located in a 425 Agreement area.

(3) Paved surfaces must be designed to prevent water pooling and maintain safe traffic flow.

Comments. All pavement, on street and off street, will be new and therefore should not collect water.

(4) The Planning Commission may require catch basins with oil filters to prevent contamination of natural drainage systems.

Comments. Catch basin filters would be required by stormwater and sedimentation control permitting for site work handled by the County. This will be included as a condition of approval.

(5) As deemed necessary, the Planning Commission may require the site plan to be reviewed by the Ionia County Drain Commissioner.

Comments. This will be included as a condition of approval if determined necessary.

(h) Compliance with Regulations

(1) Site plans must comply with all applicable County, State, and Federal laws and regulations.

Comments. This will also be included as a condition of approval.

(2) Final site plan approval and permits may be conditioned upon obtaining necessary permits from relevant agencies.

Comments. See our approval condition recommendations at the end of this review memo.

RECOMMENDATIONS AND CONDITIONS OF APPROVAL

Final Site Condominium Recommendation. At the April 29, 2026 meeting, the Planning Commission should carefully consider any public comments and comments from the applicant. Subject to these comments, the Planning Commission may conditionally approve the preliminary site condominium plan and recommend final approval by City Council. If approved, we recommend the following conditions and others deemed necessary.

1. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.
2. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request.
3. All condominium document drafts must be submitted and approved by the City Attorney and approved by the City Council. Once the documents are properly recorded, the City shall be provided with a recorded copy.
4. All easements shall be granted to the City of Ionia and approved by the City Attorney and all other applicable approving authorities representing the City.
5. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia.

Final PUD Amendment and Final Site Plan Review Recommendation. At the April 29, 2026 meeting, the Planning Commission should carefully consider any public

comments and comments from the applicant. Subject to these comments, the Planning Commission may recommend to City Council conditional approval of the final PUD amendment. If approved, we recommend the following conditions and others deemed necessary.

1. The PUD will consist of 96 dwelling units on 26.33 acres (3.65 dwelling units/acre) in the form of 84 Single-family detached homes and 12 three-unit attached single-family building (triplexes).
2. Detached single-family lots shall be no less than 3,610 square feet in area and no less than 33 feet wide.
3. Detached single-family lots shall have front and rear yard setbacks of 20 feet and shall have a 5-foot minimum side yard setback with both side yard setbacks totaling 11 feet.
4. Detached single-family lots shall have a lot coverage of no more than 45%.
5. Detached single-family site condominiums shall not be greater than 35 feet in height.
6. Attached unit buildings shall have front and rear yard setbacks of 20 feet and shall have 15-foot setbacks for the perimeter of the attached unit development area.
7. Attached unit buildings shall have a lot coverage of no more than 45%.
8. Attached unit buildings shall not be greater than 35 feet in height.
9. No demolition or earthwork shall be undertaken on the site until a building permit has been issued consistent with this site plan approval.
10. Before permits are issued, the applicant must have paid all applications, permits, and other fees related to this request. The applicant shall meet the requirements of all other applicable ordinances, codes, and requirements of the City of Ionia. Final site plan approval and permits will be conditioned upon obtaining necessary permits from relevant agencies.
11. Internal streets will be designed to the City of Ionia engineering standards, subject to review and approval by the City Engineer.
12. Compliance with the lighting standards in Section 1286.03 is required.
13. All future signs must be in accordance with the requirements of Chapter 1284 of the City of Ionia Zoning Ordinance, in accordance with requirements for signs in residential districts.
14. SESC permits will be obtained from the Ionia County Drain Commissioner.

15. The Ionia County Drain Commission approves the plan as presented; otherwise, the applicant will be required to make the appropriate alterations to the approved plan. An approval letter from the Ionia County Drain Commission shall be provided to the City of Ionia before construction commences.
16. The Ionia Department of Public Safety approves the plan as presented and is satisfied that emergency vehicles and personnel will be able to safely enter and exit the development.
17. The Ionia Department of Public Works and Department of Public Utilities approve the plan as presented and confirm that the rights of way, public roads, street lighting, sidewalks, street landscaping, water and sewer utilities, and stormwater facilities comply with all City standards.
18. Open space areas must be in perpetuity and maintained in a natural state and free of future development. The dedicated open space document shall be recorded with the Ionia County Register of Deeds, and the City shall be provided with a recorded copy.
19. A tree list shall be submitted and approved by City staff with a variety of trees to be used as street trees.
20. As noted by MDOT, the City requires the developer to widen the Foxtail Drive approach as shown on sheet 5 of GEO-650-D rather than re-striping for turn lanes.

Don’t hesitate to contact us with additional questions or comments.

Austin Pines West PUD
Single Family Residential Community
Sample Portfolio of Homes

Single Family Site Condominium – street view (51-foot wide lots)

Two-Story, Ranch & Raised Ranch Homes
1,600-2,300 Sq Ft
3-5 Bedrooms/2-3 Bathrooms
2-Stall Garage/Driveway

integrity 1610

1,607 SF

3-5 bedrooms
2-3 bathrooms
2-3 car attached garage

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Elevation A1

Elevation A2

Elevation A3

Elevation A

RESNET EnergySmart Builder Every Home is a HERS Rated Home

EQUAL HOUSING OPPORTUNITY

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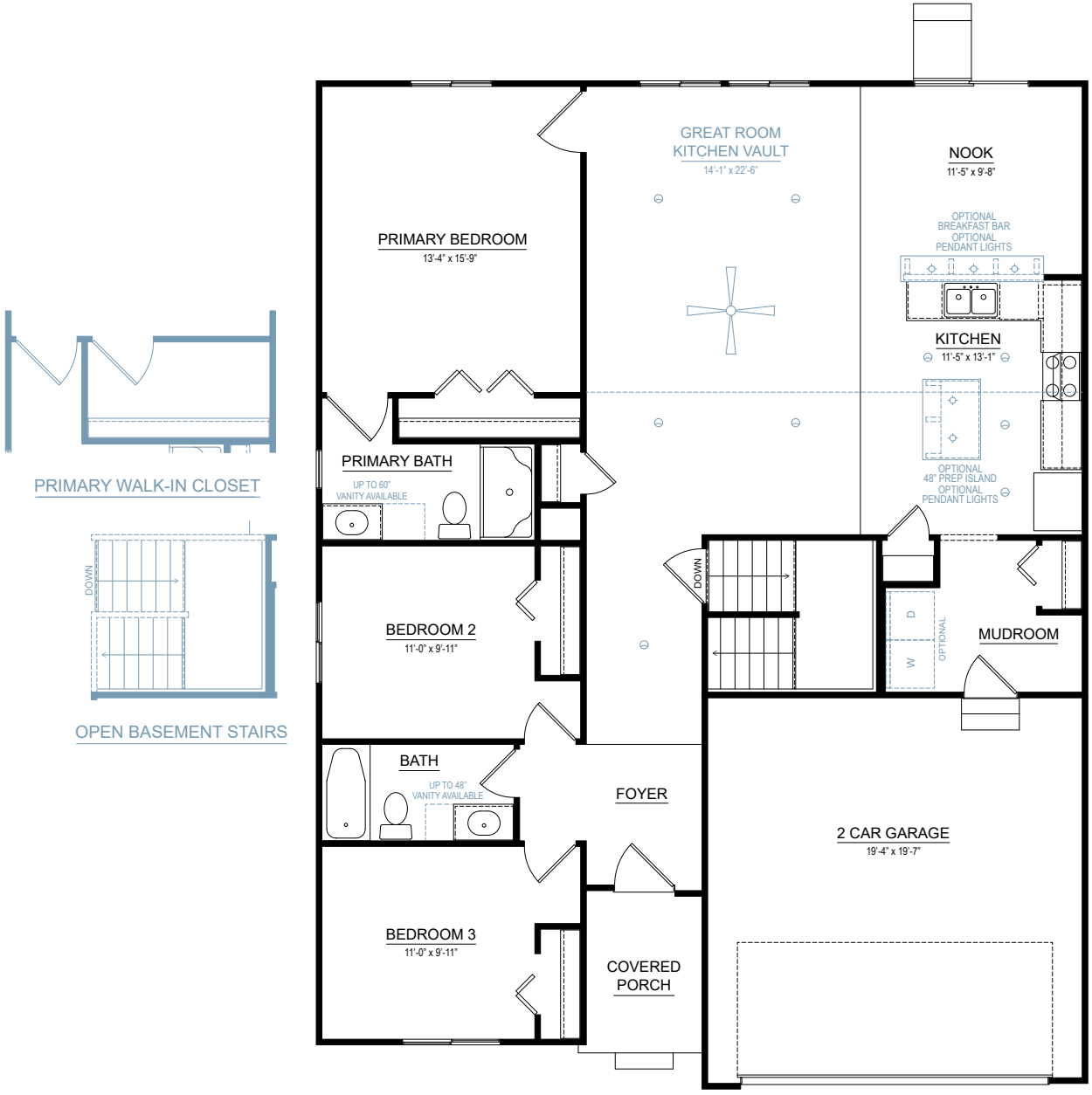
ALLEN EDWIN HOMES

collection: integrity 1610



FIRST FLOOR

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integrity 1750

1,736 SF

3-4 bedrooms
2-2.5 bathrooms
2 car attached garage

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Elevation A1

Elevation A2

Elevation A3

Elevation A

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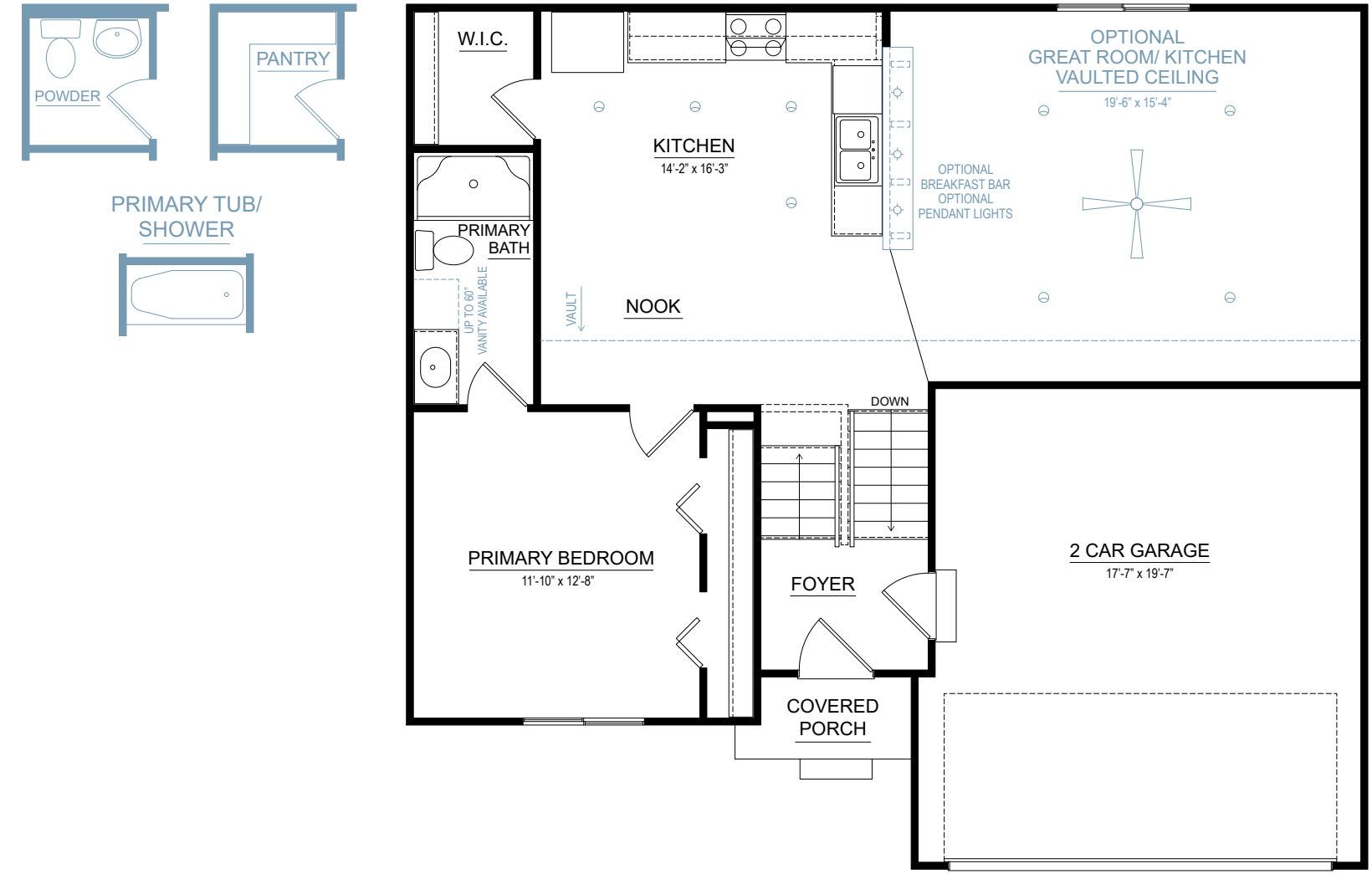
SMART SPACE POWDER ROOM

SMART SPACE PANTRY

PRIMARY TUB/ SHOWER



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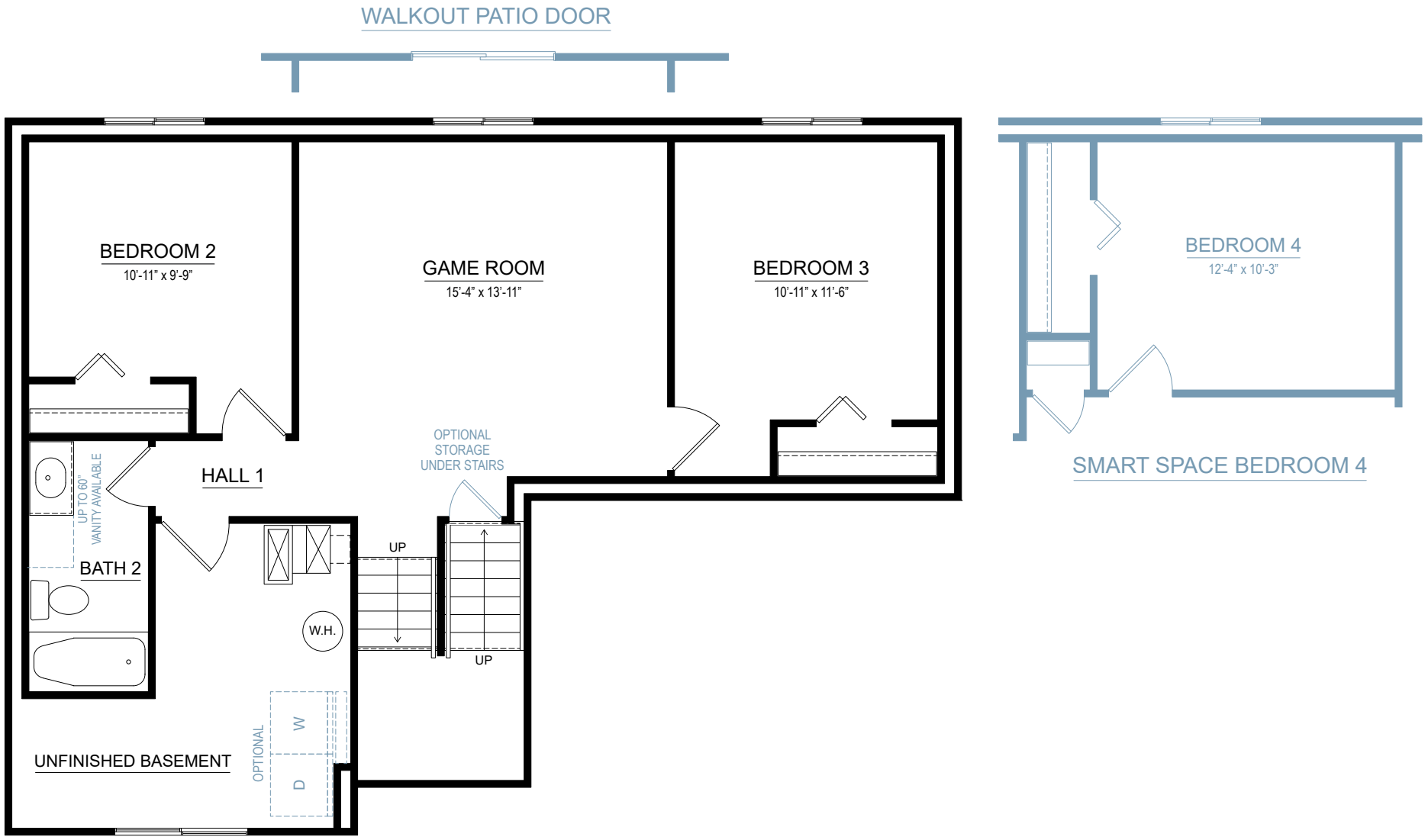

LOWER LEVEL

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integrity 1810

1,822 SF

4 bedrooms
2.5-3.5 bathrooms
2-3 car attached garage

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RESNET EnergySmart Builder

EQUAL HOUSING OPPORTUNITY

Elevation A1

Elevation A2

Elevation A3

Elevation A

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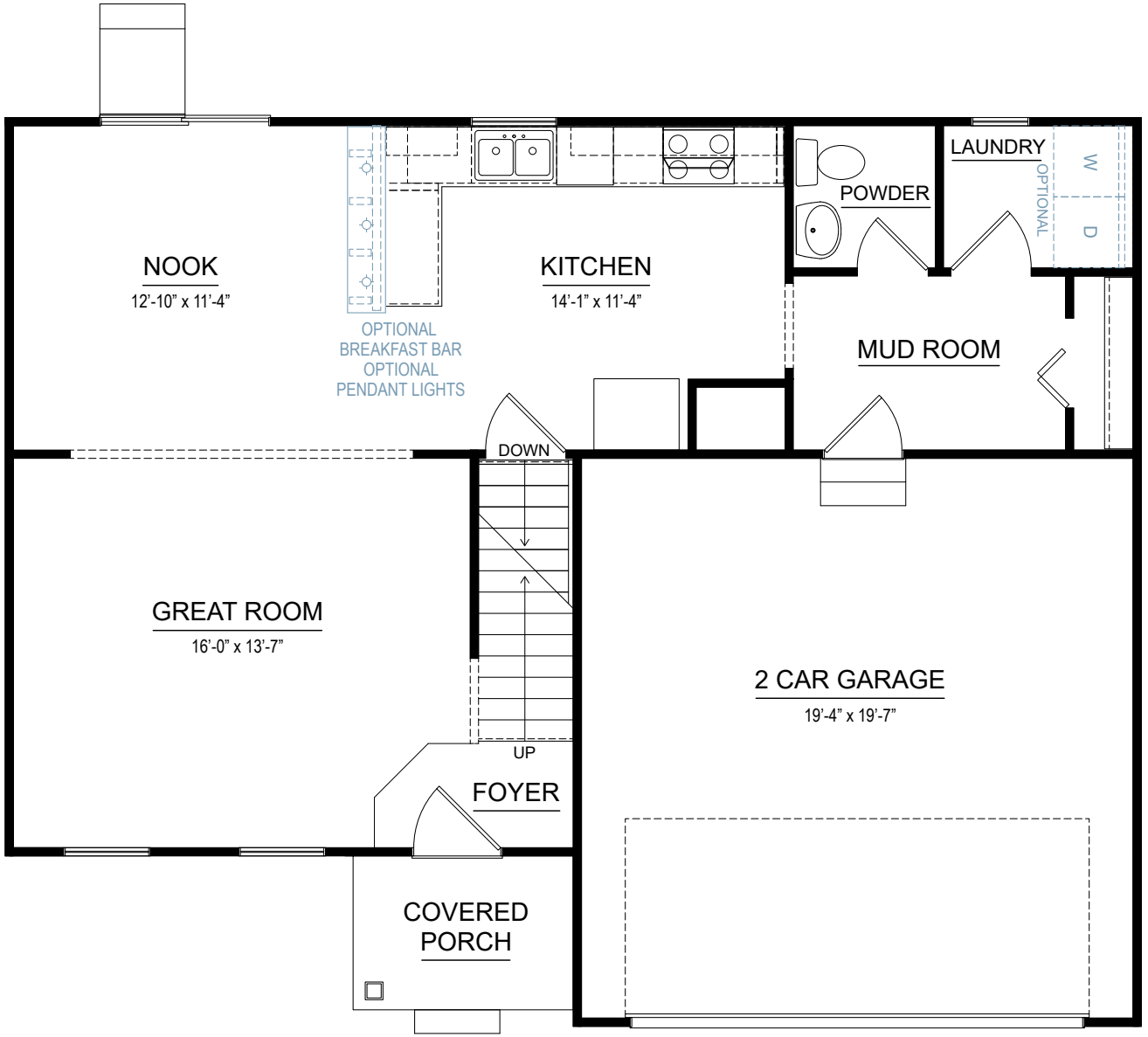

FIRST FLOOR

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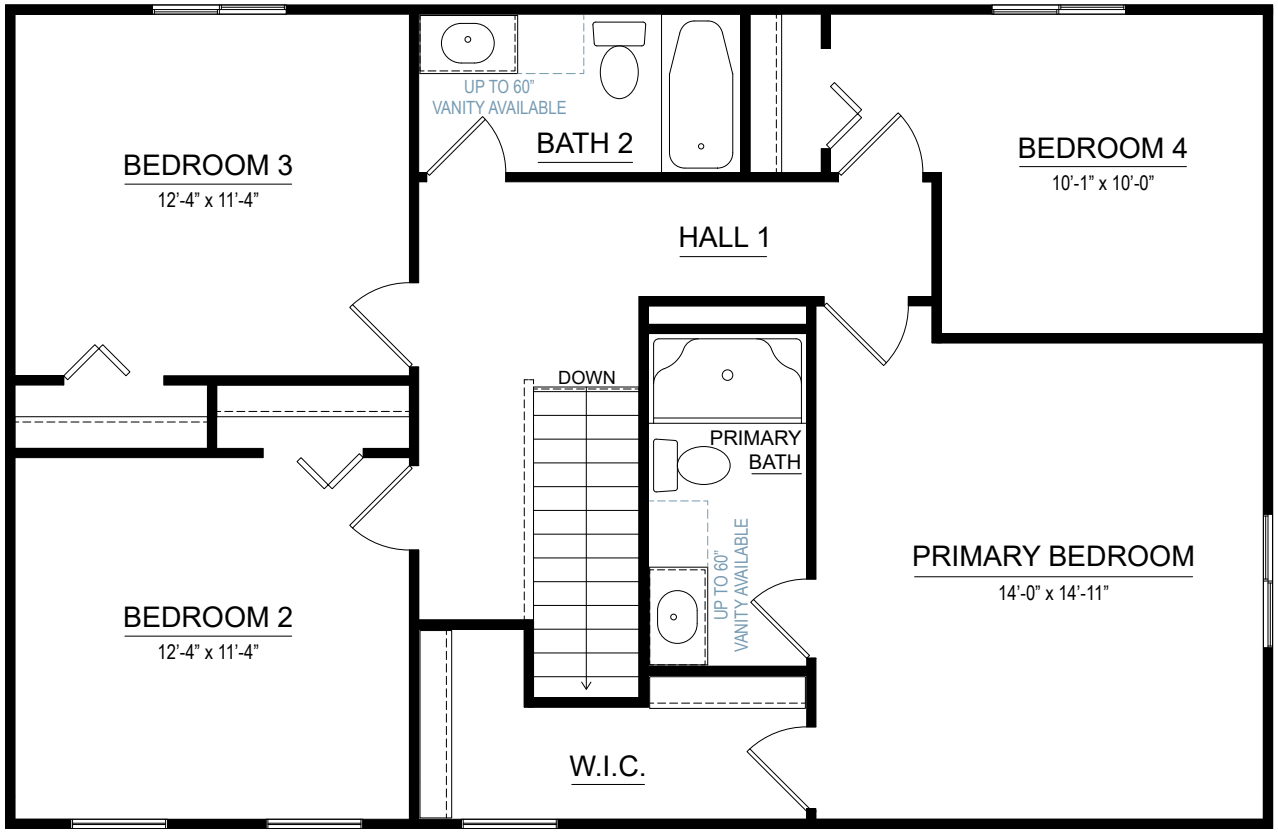

SECOND FLOOR

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integrity 1830

1,830 SF

4-5 bedrooms
2.5-3.5 bathrooms
2-3 car attached garage

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Elevation A1

Elevation A2

Elevation A3

Elevation A

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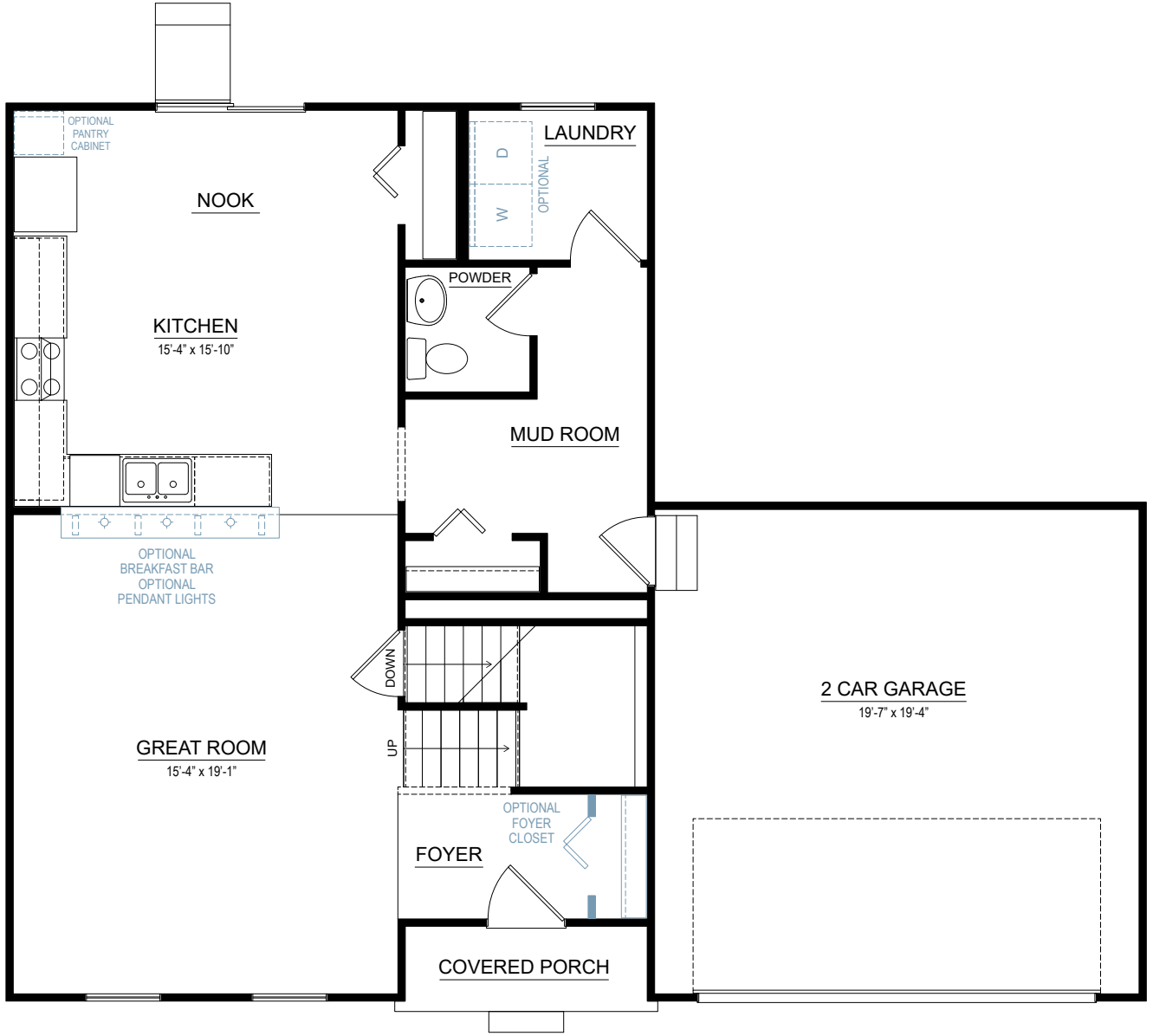

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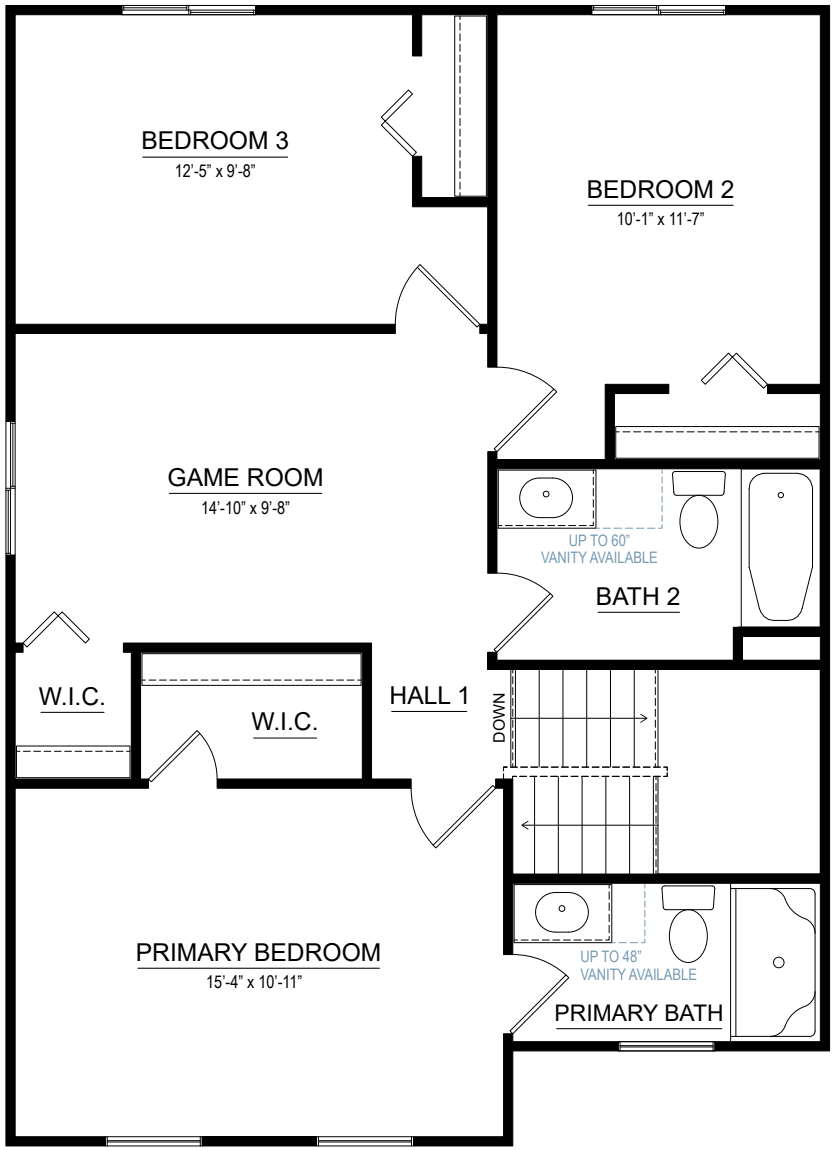
SMART SPACE BEDROOM 4



SECOND FLOOR

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integrity 2000

2,022 SF

4-5 bedrooms
2.5-3.5 bathrooms
2-3 car attached garage

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Elevation A1

Elevation A2

Elevation A3

Elevation A

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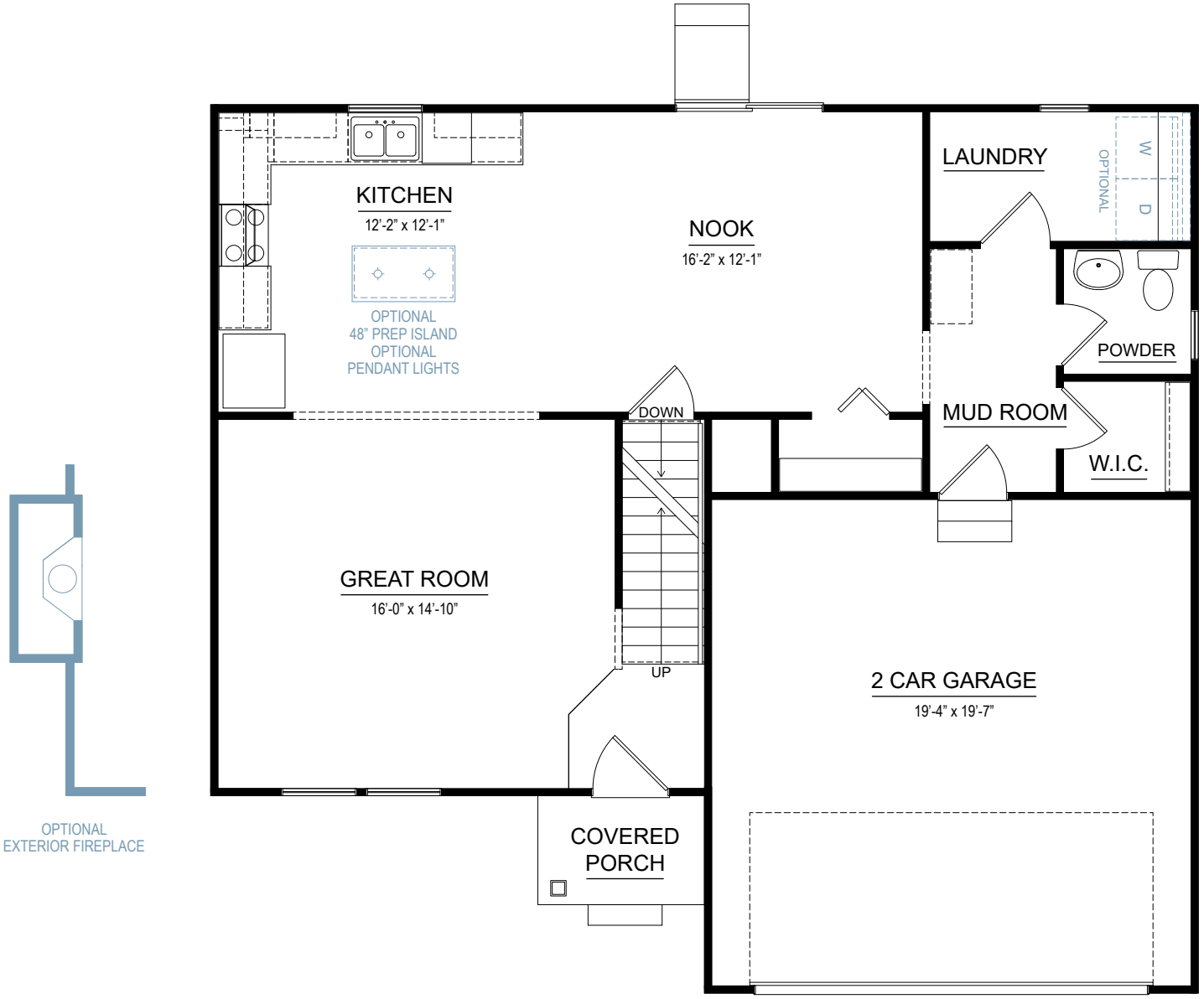

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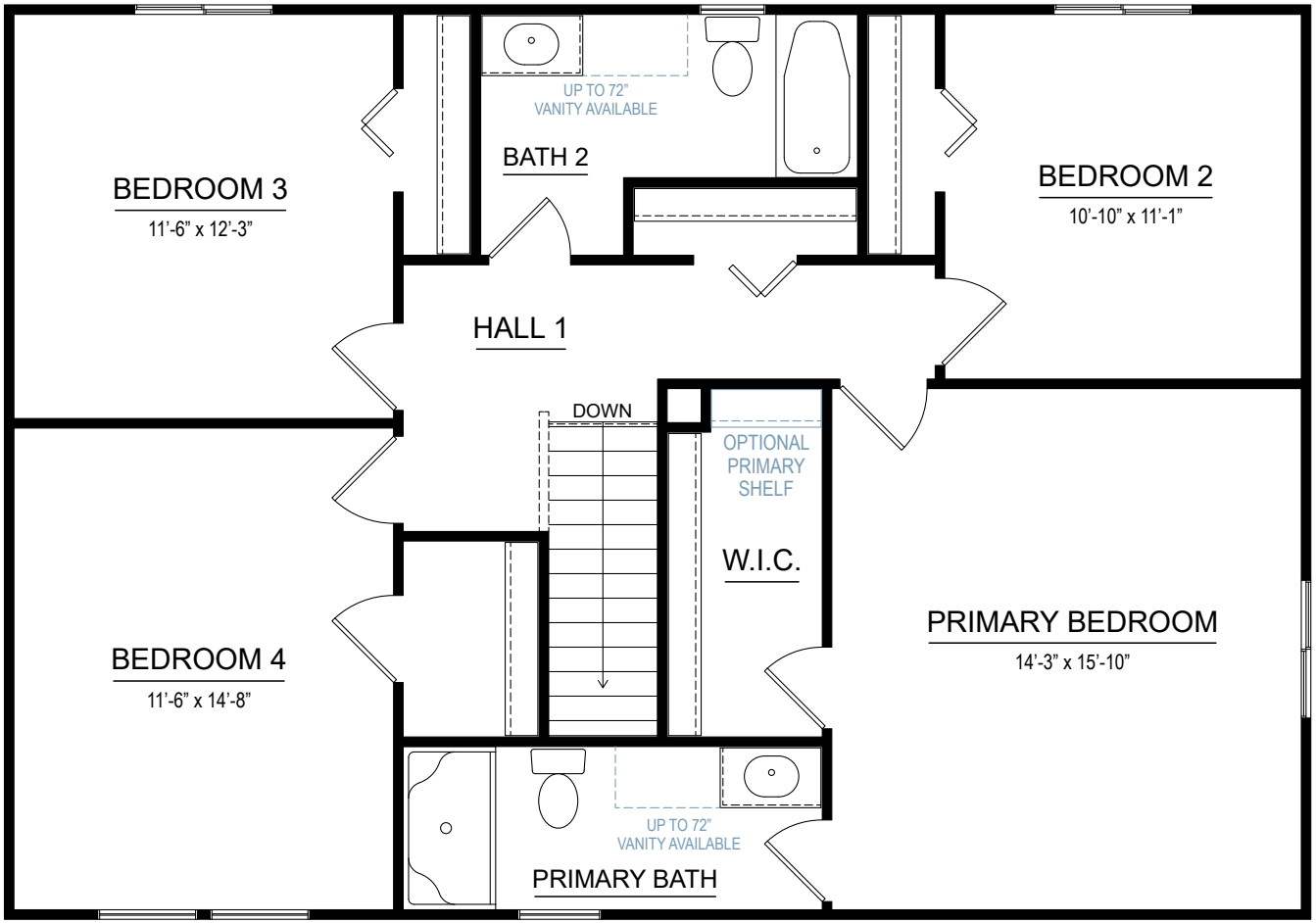

SECOND FLOOR

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integrity 2060

2,060 SF

3-4 bedrooms
2-2.5 bathrooms
2 car attached garage

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RESNET EnergySmart Builder

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Elevation A1

Elevation A2

Elevation A3

Elevation A

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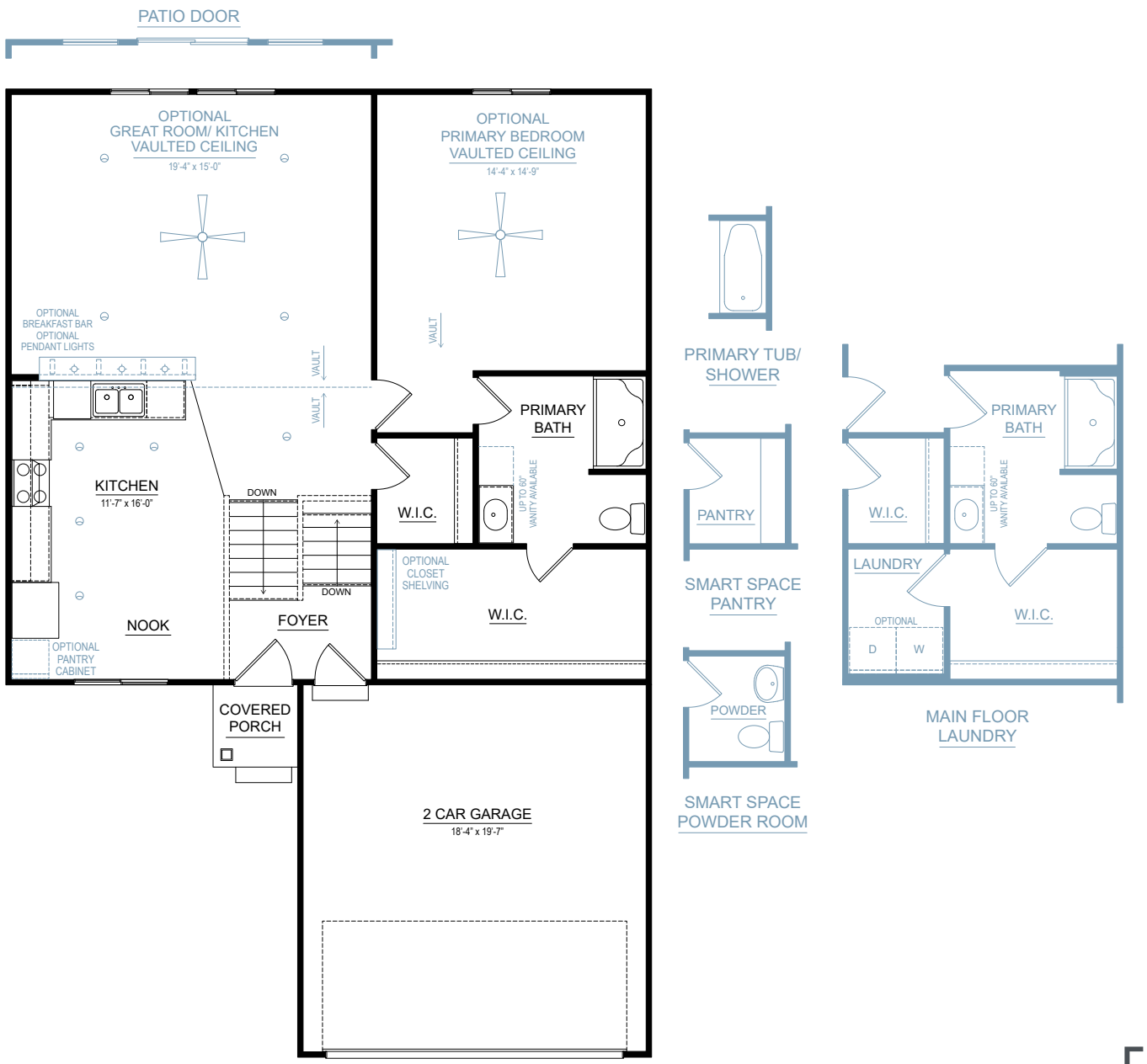

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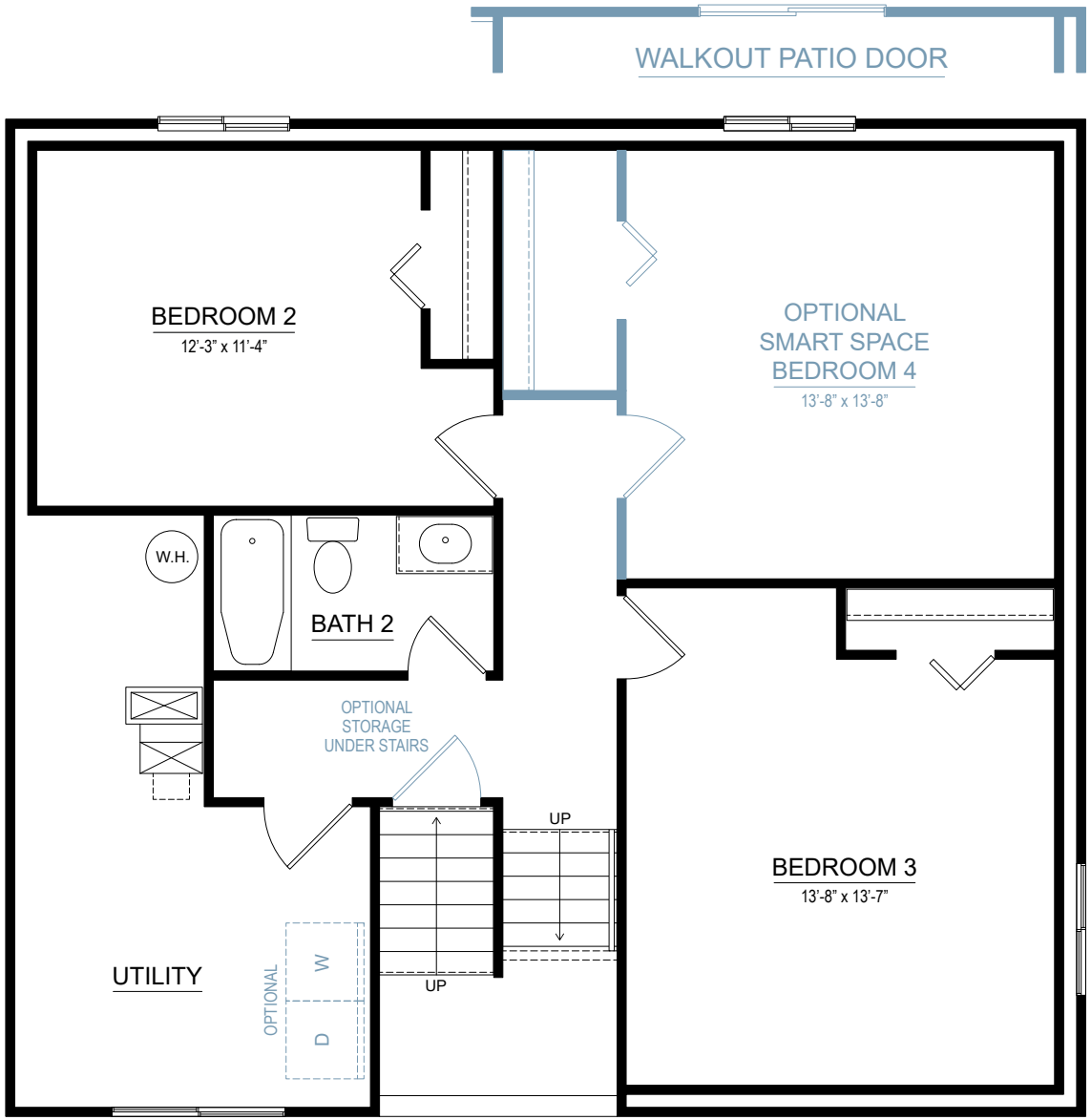

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Single Family Site Condominium – street view
(40-ft wide lots)

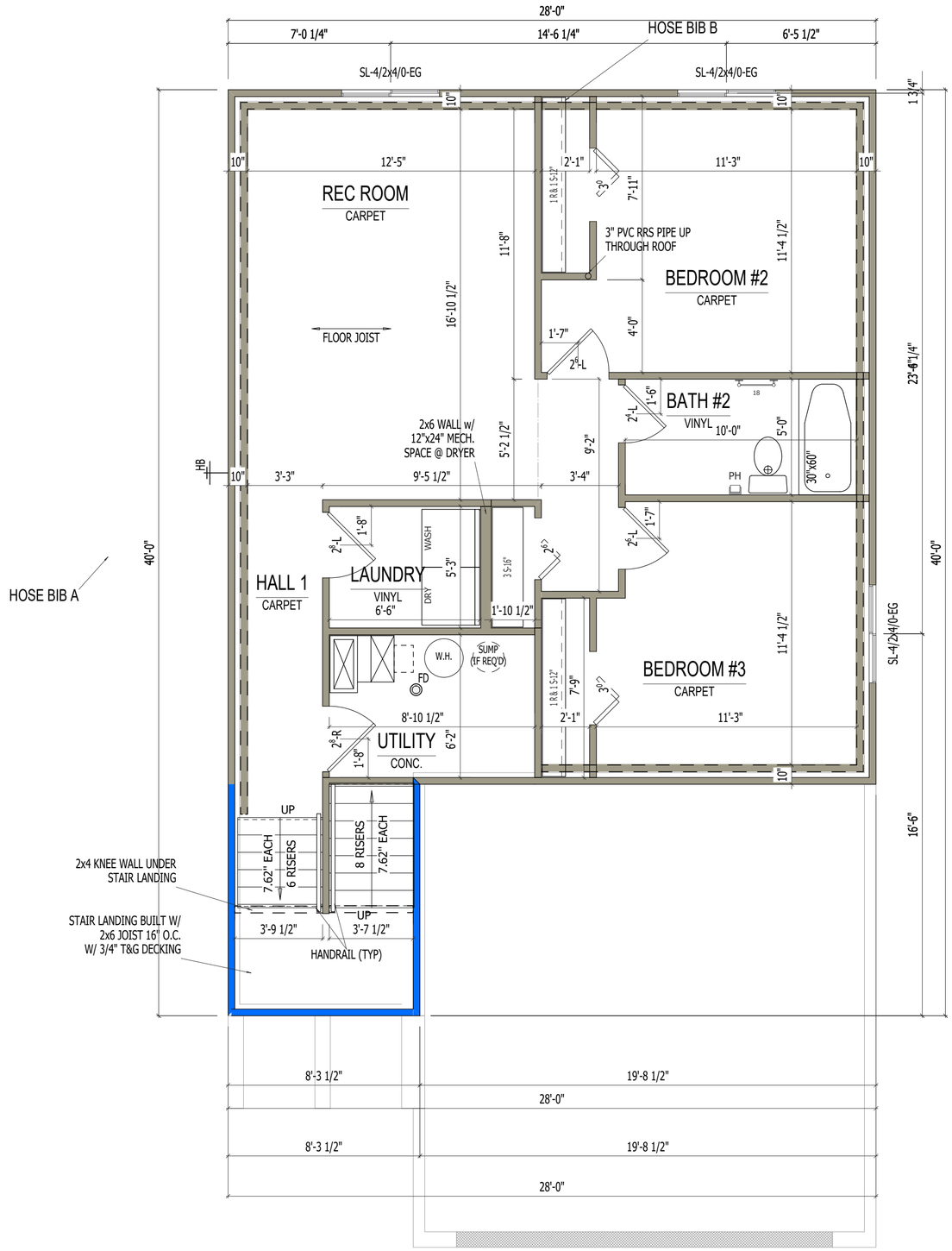
Two-Story & Raised Ranch Homes
1,800-2,085 Sq Ft
3-5 Bedrooms/2-3 Bathrooms
2-Stall Garage/Driveway

1,800 Square Foot Raised Ranch Home

3 Bedrooms, 2 ½ Bathrooms

2 Stall Garage, 2 Car Driveway

Integrity 1800



BASEMENT FLOOR PLAN

SCALE: 1/4"=1'-0"

REV. NO.	DATE	REMARKS

ELEVATION A1
GARAGE RIGHT
REVISION

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Portage, MI 49002
(269) 321-2600
www.allenedwin.com

PRINT DATE: 03/05/2024

1:1800

FOR: Allen Edwin Homes

LOT #:

LOCATION:

SHEET NUMBER

A-07.00

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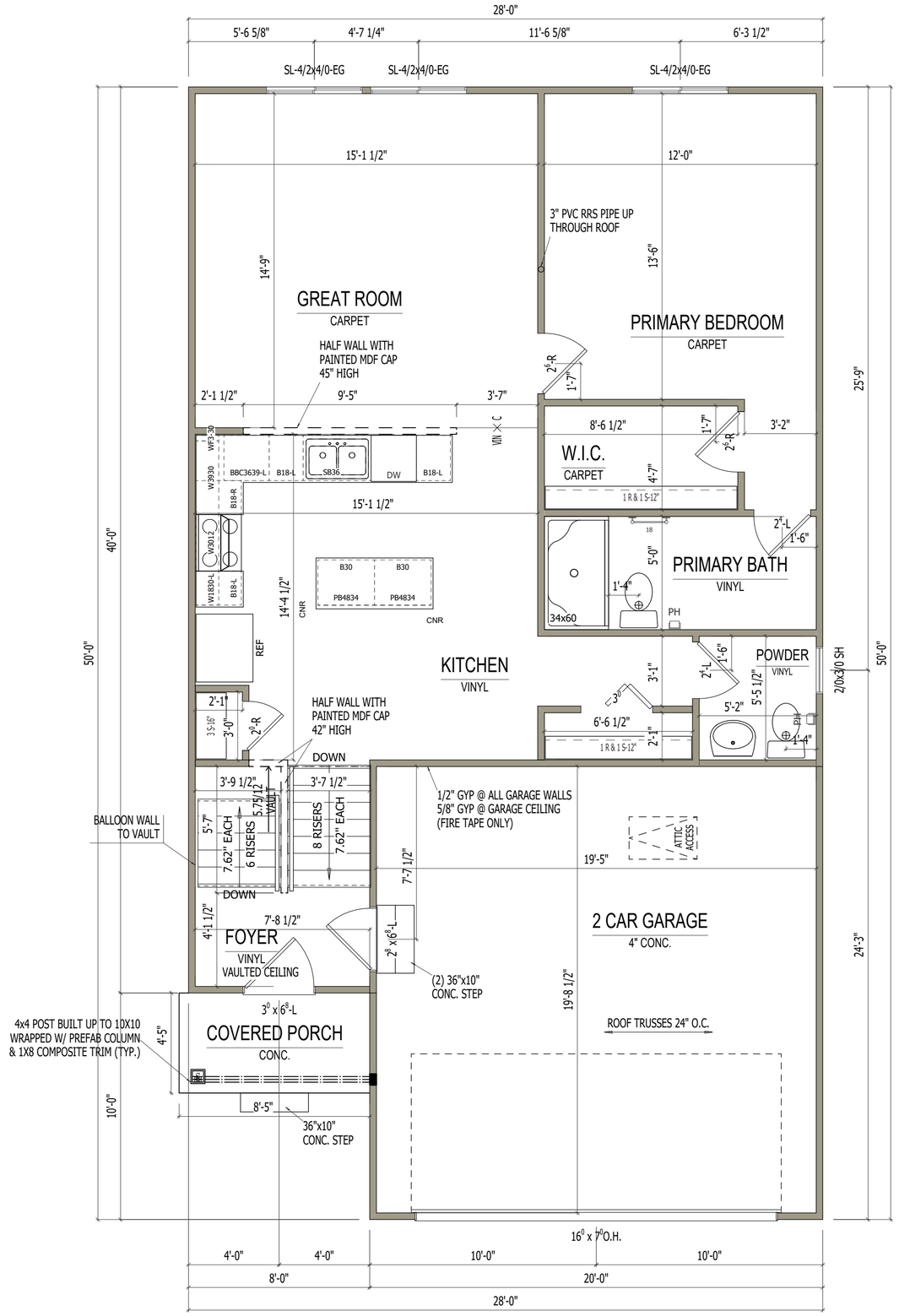

FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION ----------

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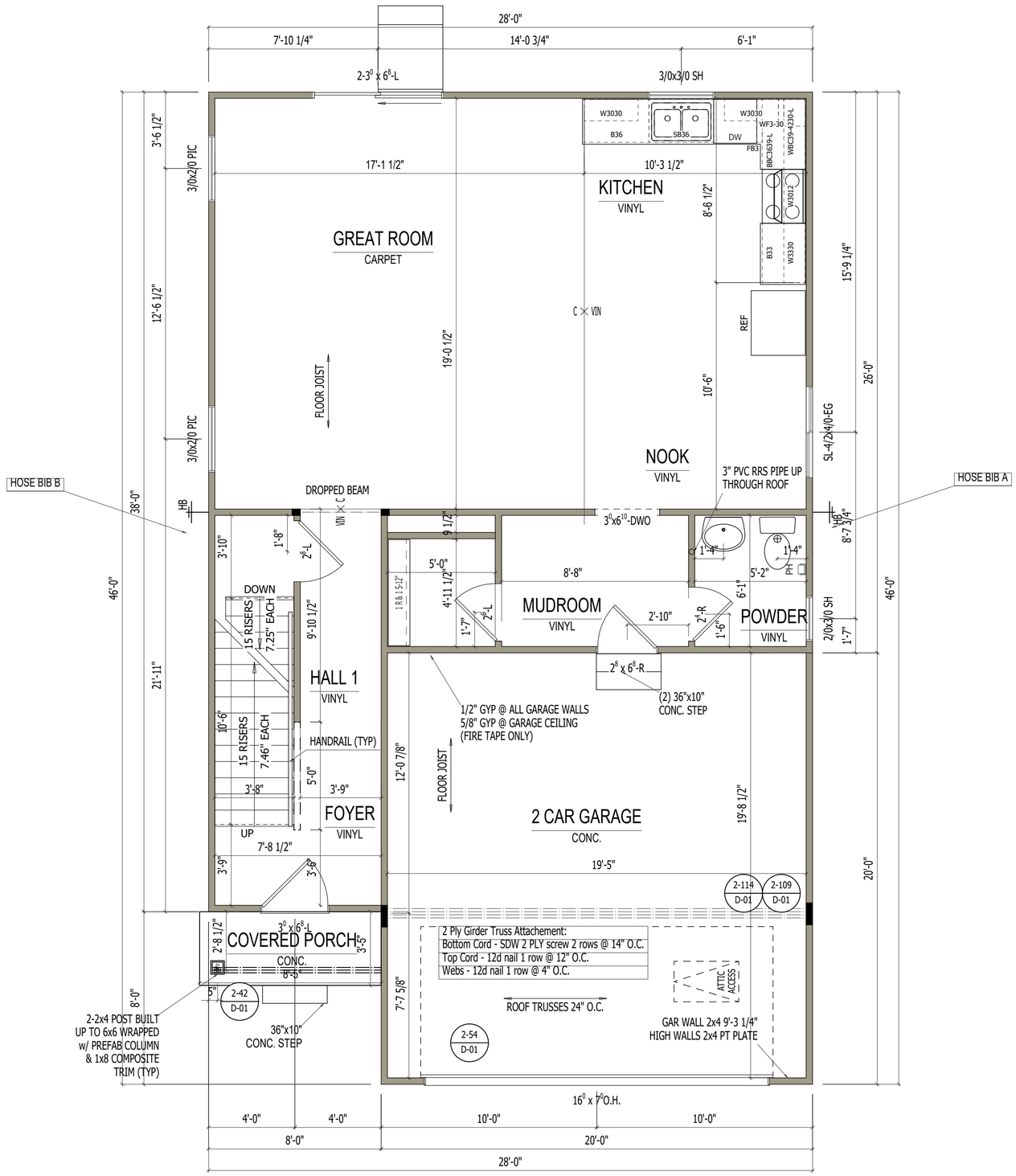
1,910 Square Foot Two-Story Home

4 Bedrooms, 2 ½ Bathrooms

2 Stall Garage, 2 Car Driveway

Integrity 1910



FIRST FLOOR i1910

SCALE: 1/4"=1'-0"

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REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION ----------

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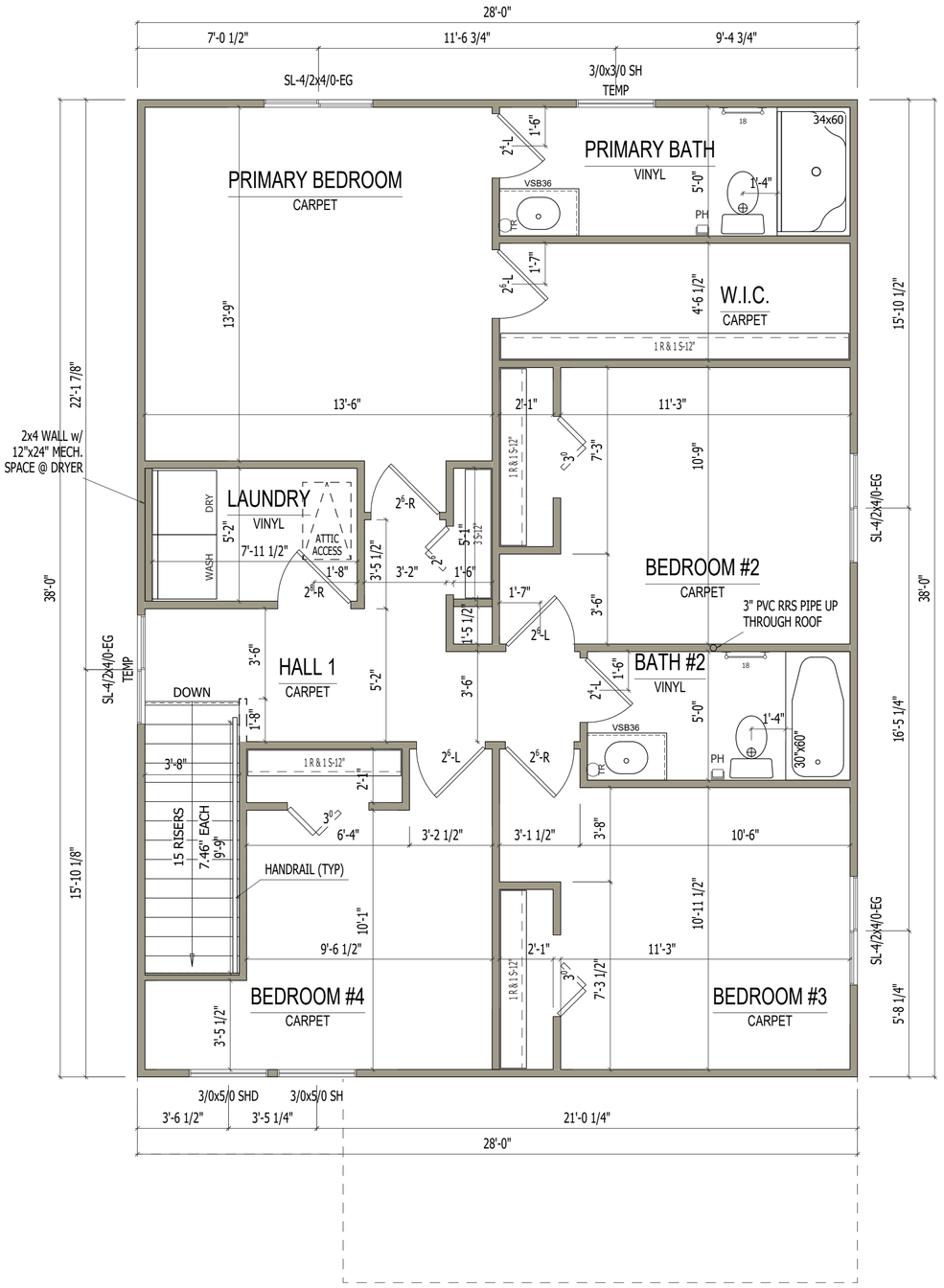

SECOND FLOOR i1910

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION ----------

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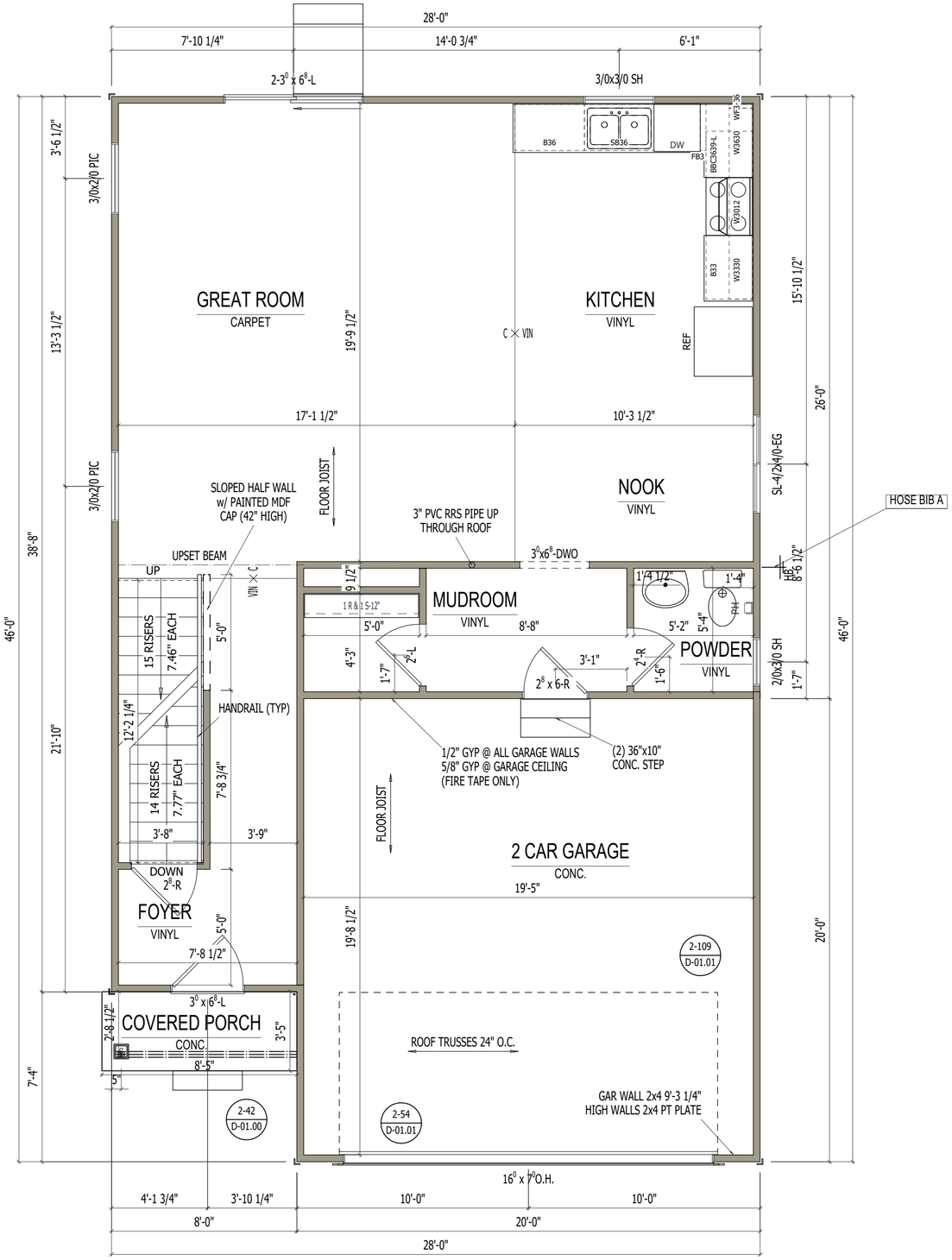
2,085 Square Foot Two-Story Home

5 Bedrooms, 2 ½ Bathrooms

2 Stall Garage, 2 Car Driveway

Integrity 2085



FIRST FLOOR i2085

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION ----------

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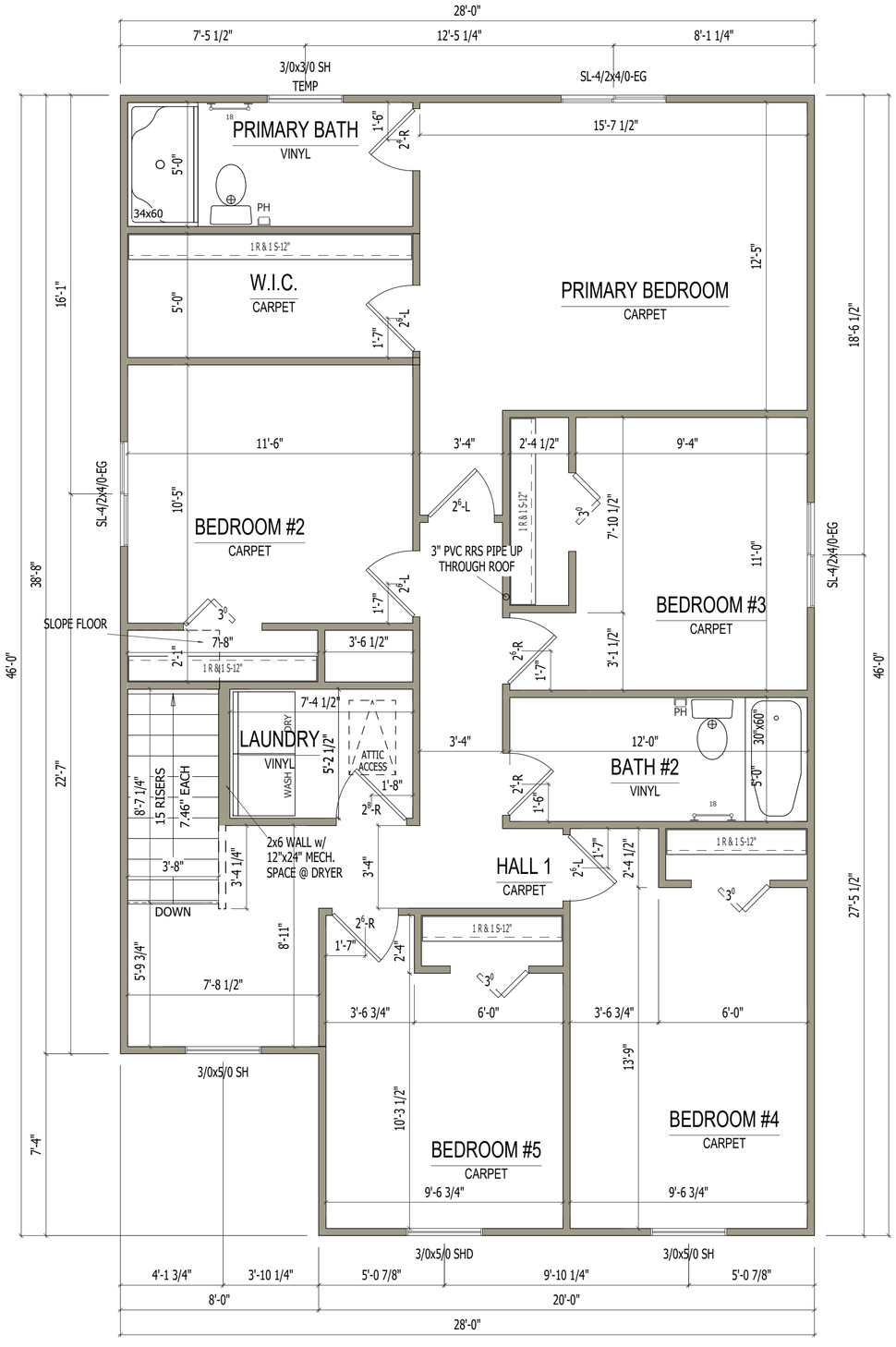

SECOND FLOOR i2085

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
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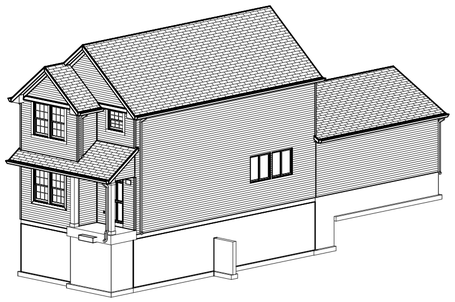
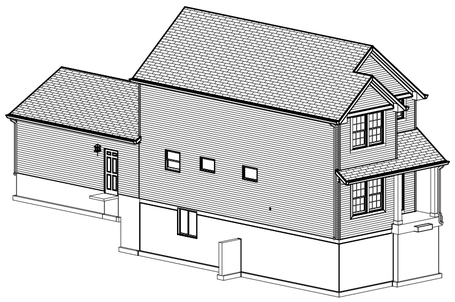
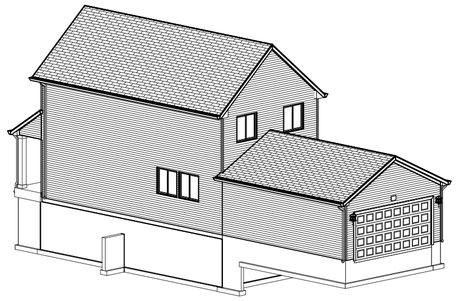
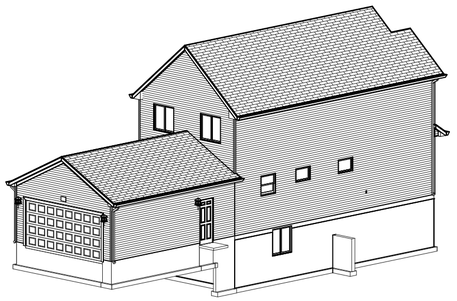
Single Family Site Condominium – street view
(33-ft wide lots – alley/rear load)

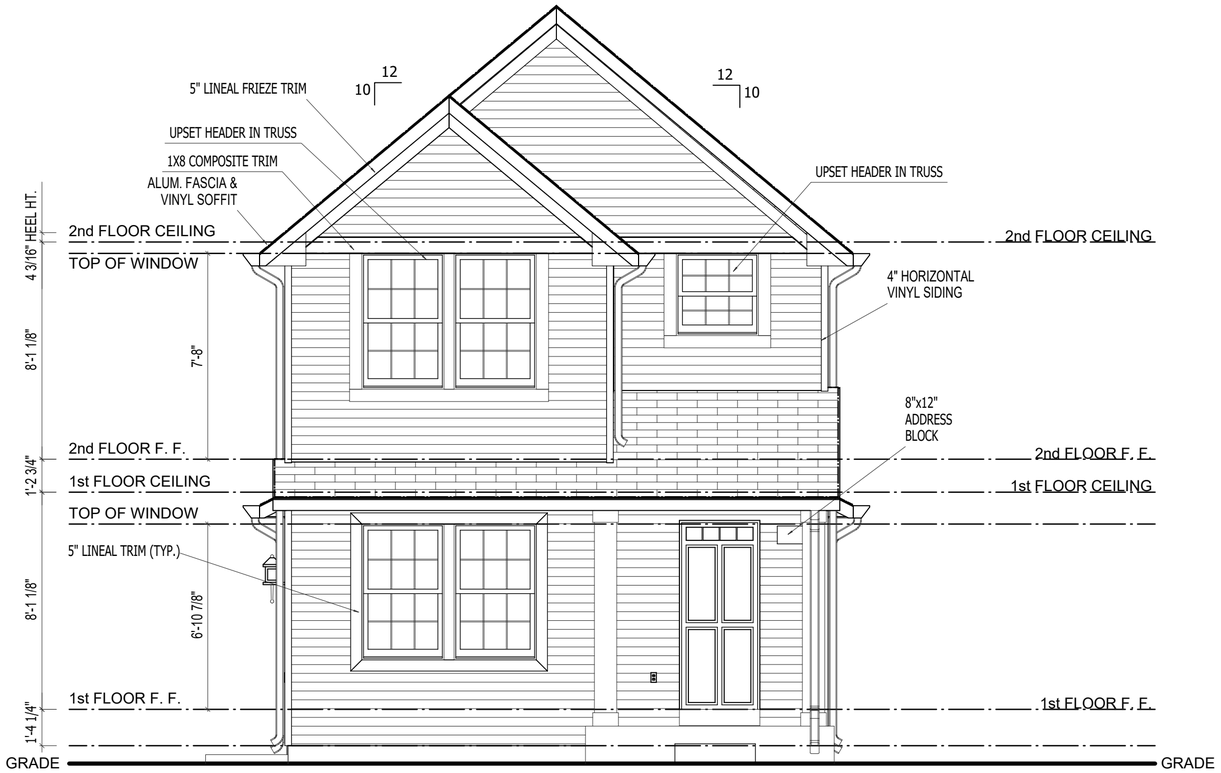
Two-Story Homes
1,640 Sq Ft
3-4 Bedrooms
2 ½ Bathrooms
2-Stall Attached Garage
(rear/alley load)











FRONT ELEVATION A1

SCALE: 1/4"=1'-0"

ELEVATION A1
GARAGE RIGHT

REV. NO.	DATE	REMARKS
REVISION	9.0a	

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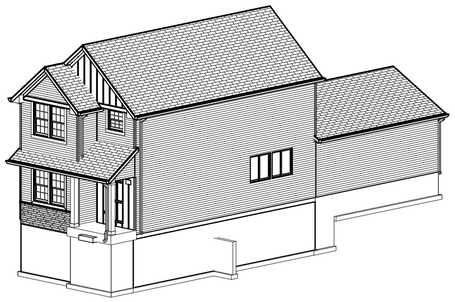

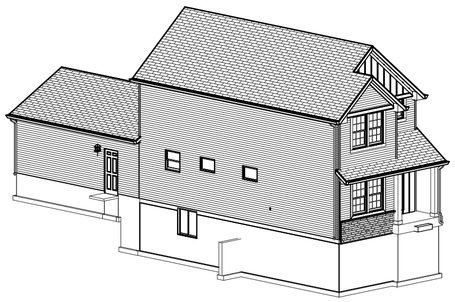

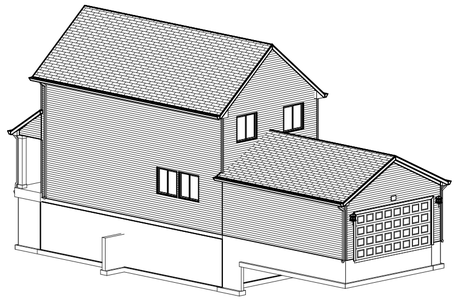

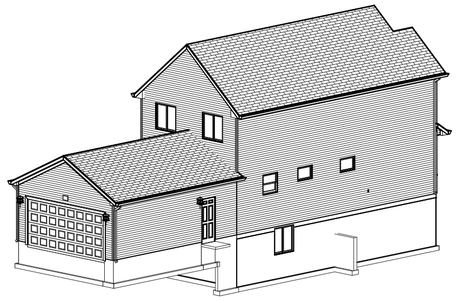

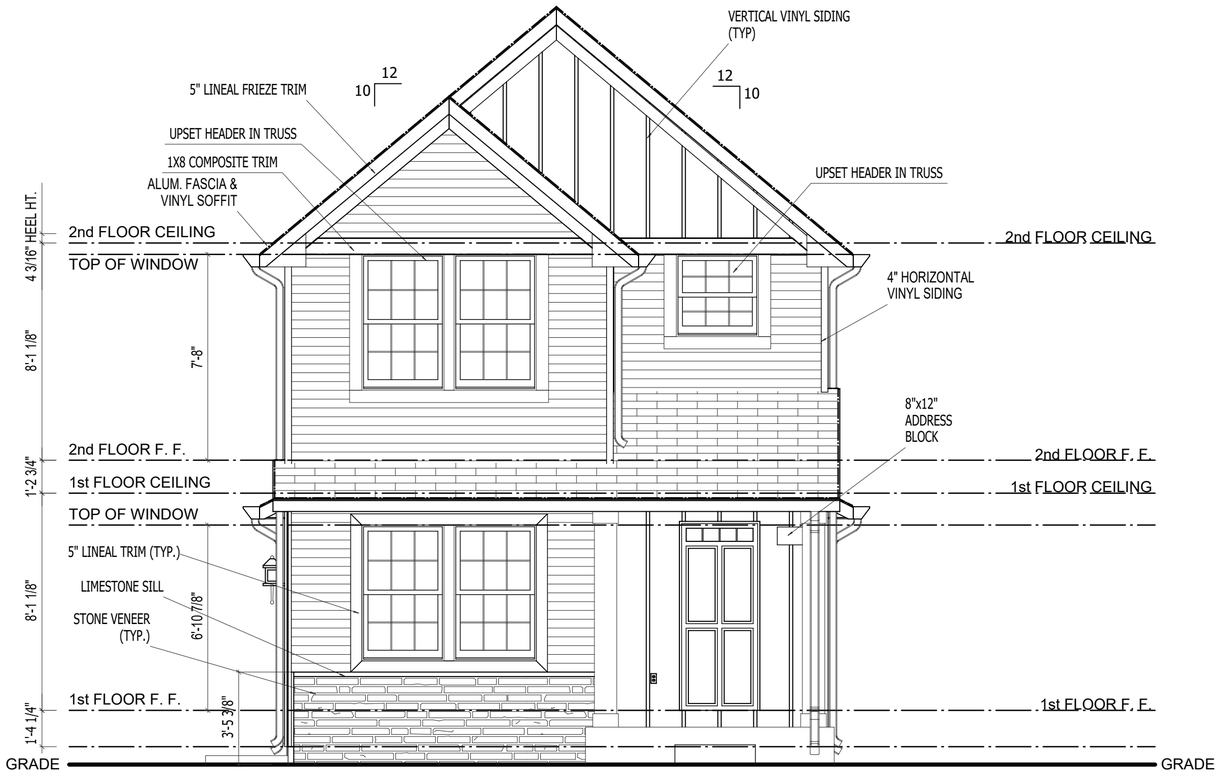

FRONT ELEVATION A3

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION 9.0a

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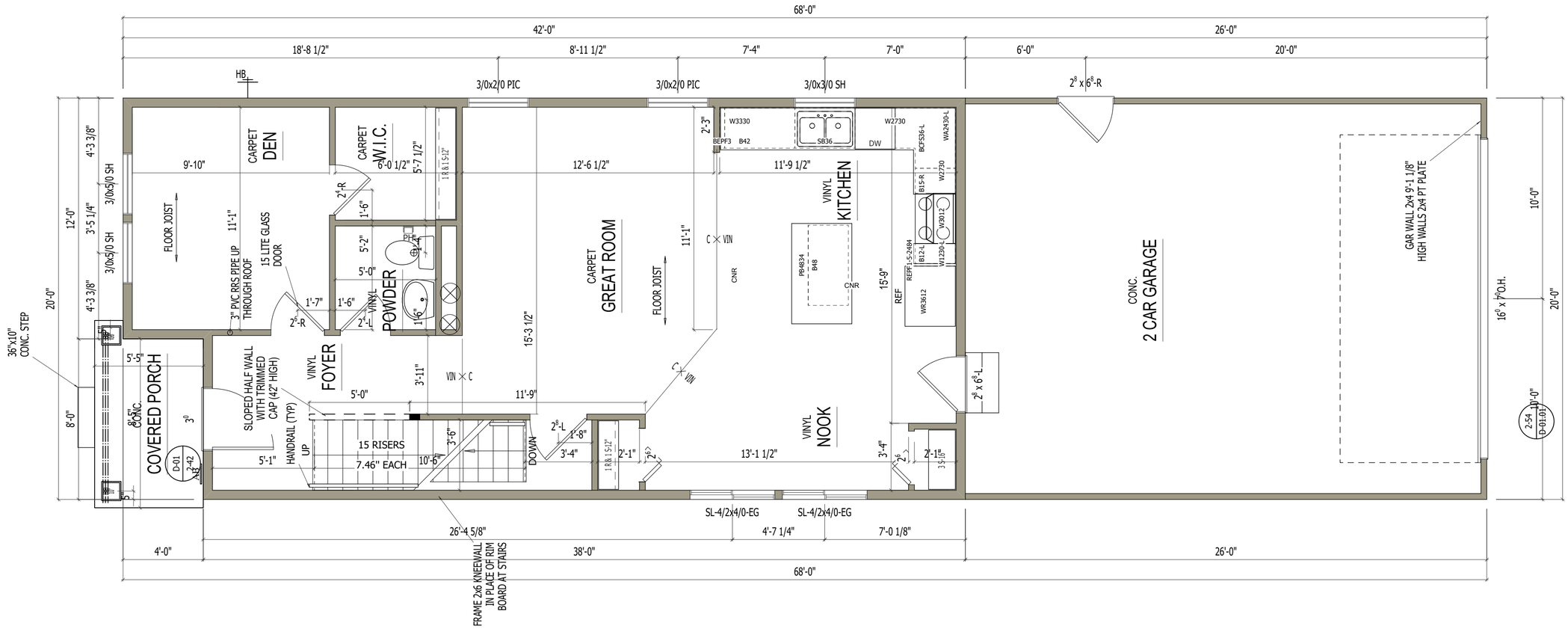

FIRST FLOOR

SCALE: 1/4"=1'-0"

REV. NO.	DATE	REMARKS

ELEVATION A1

GARAGE RIGHT

REVISION 9.0a

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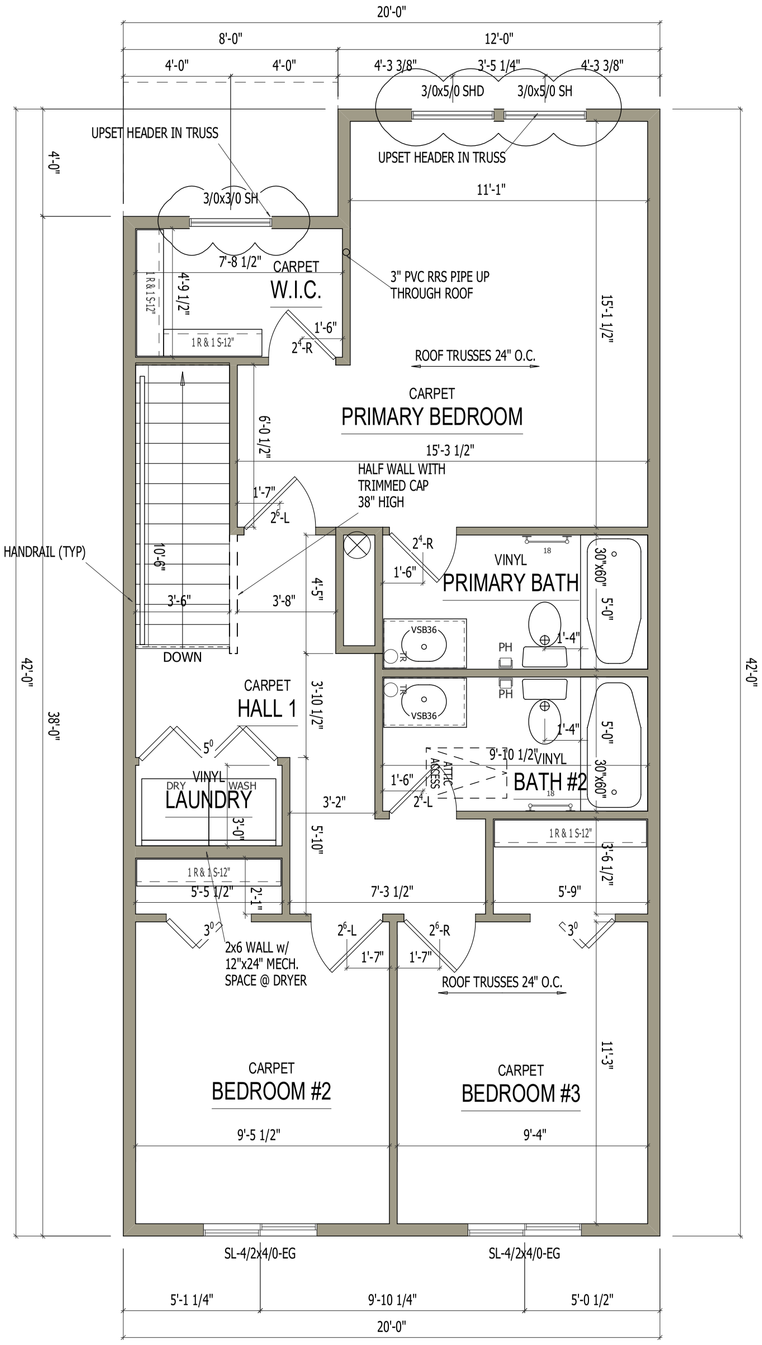
SECOND FLOOR

SCALE: 1/4"=1'-0"



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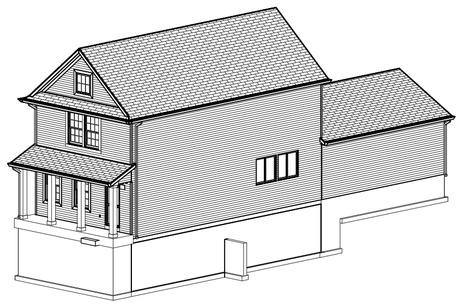
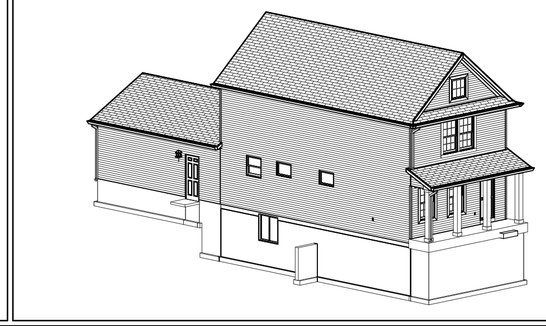
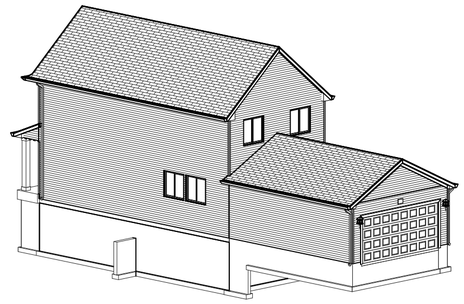
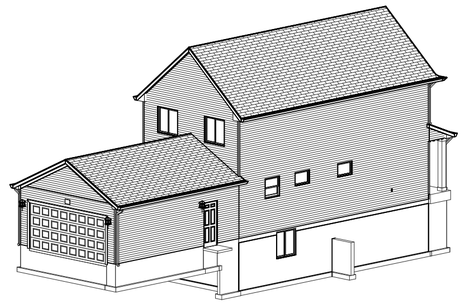
Single Family Site Condominium – street view
(32-ft wide lots – alley/rear load)

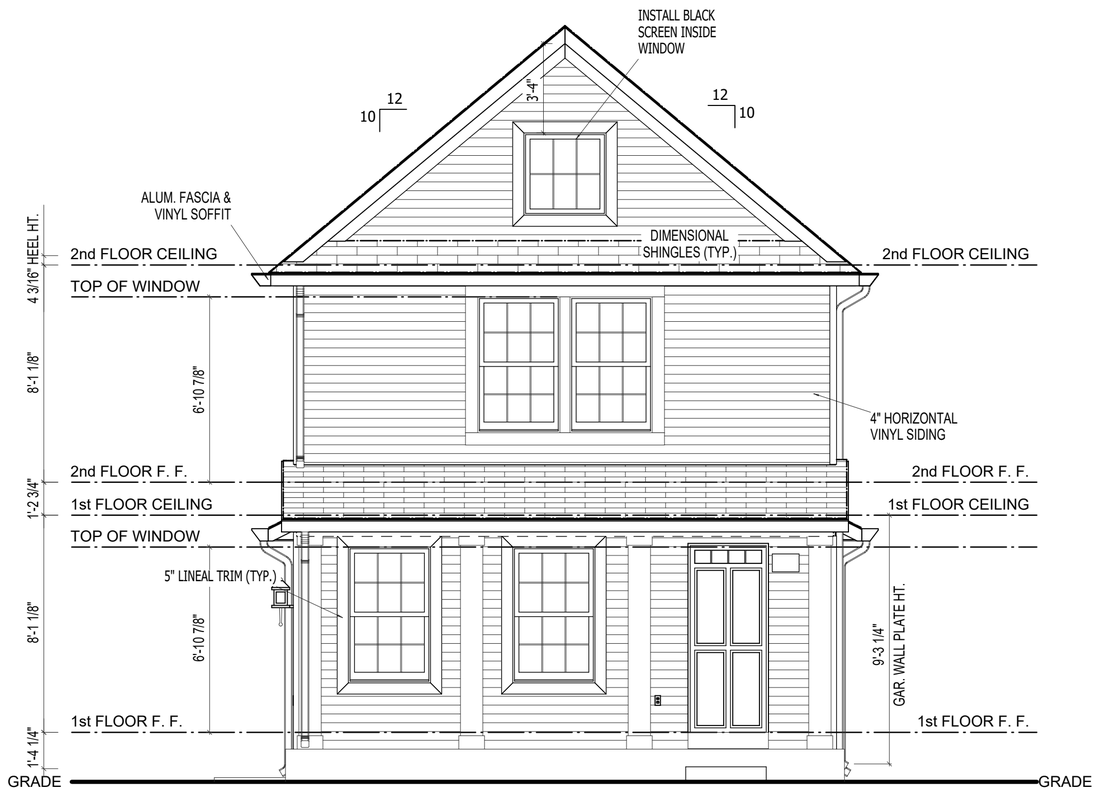
- Two-Story Homes
- 1,640 Square Feet
- 3 Bedrooms
- 2 Bathrooms
- 2 Stall Attached Garage (rear/alley load)











FRONT ELEVATION A1

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
REVISION 9.0

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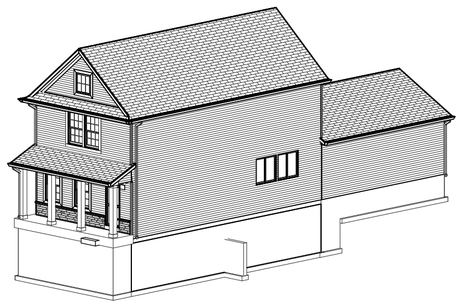

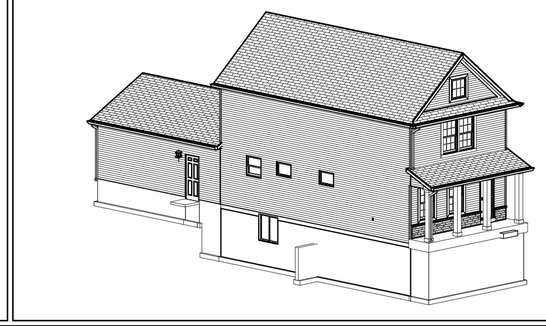

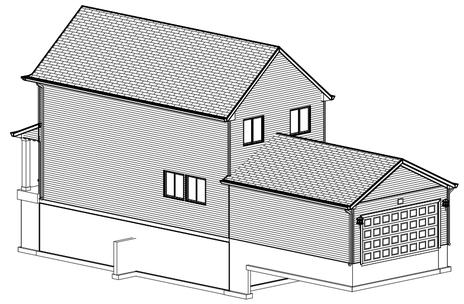

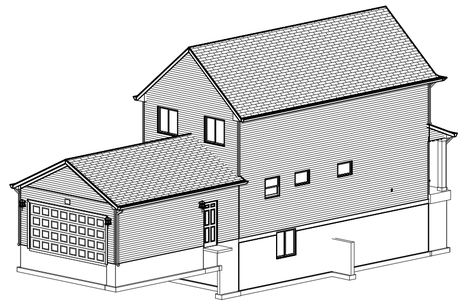

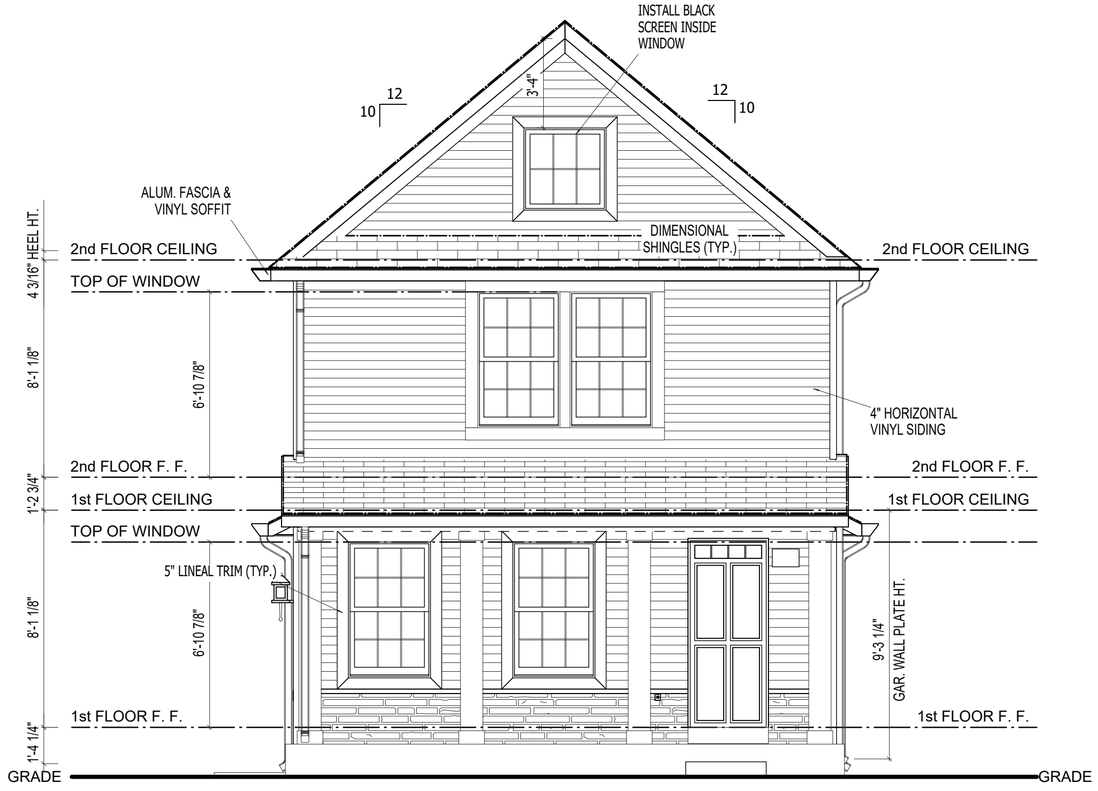

FRONT ELEVATION A3

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
GARAGE RIGHT
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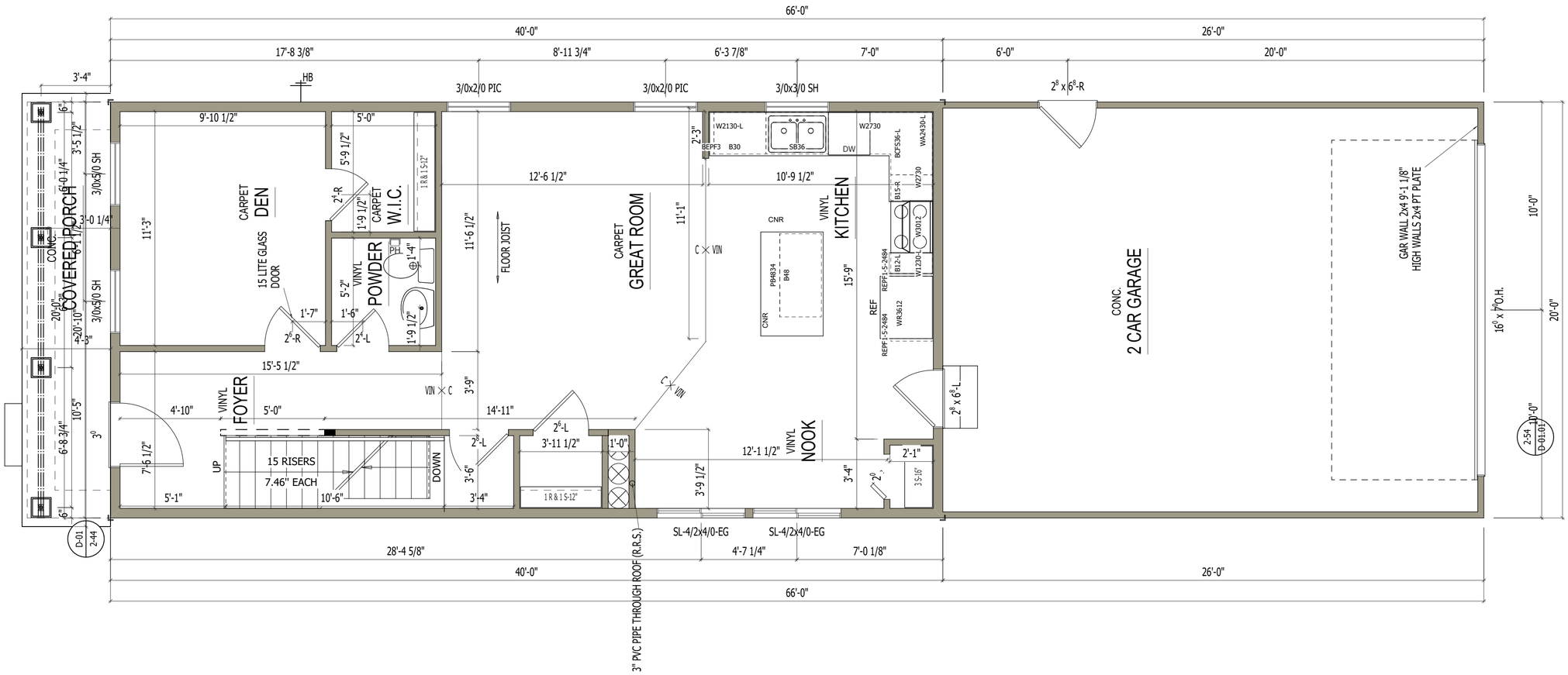

FIRST FLOOR

SCALE: 1/4"=1'-0"

REV. NO.	DATE	REMARKS

ELEVATION A1

GARAGE RIGHT

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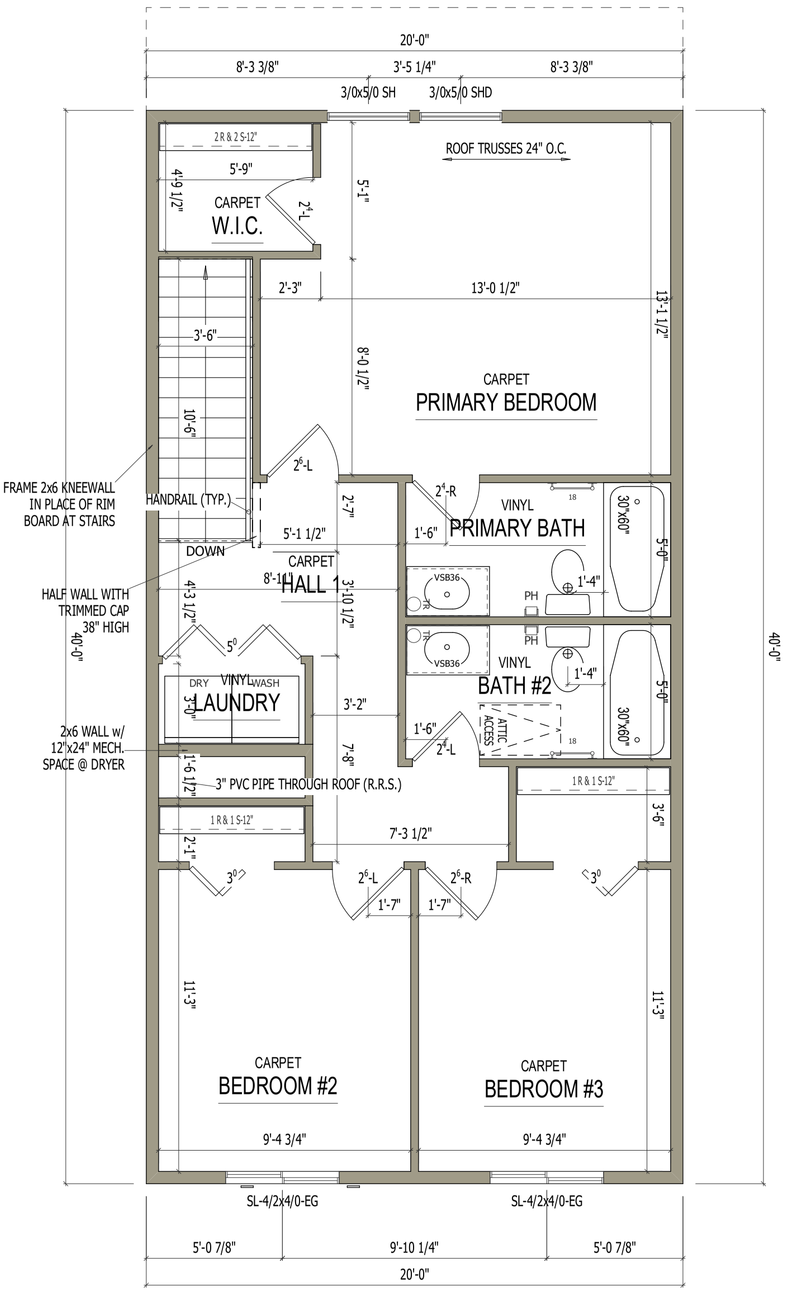
SECOND FLOOR

SCALE: 1/4"=1'-0"



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		FOR: Allen Edwin Homes	
		LOT #:	
		LOCATION:	

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ELEVATION A1	REV. NO.	DATE	REMARKS
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Traditional Condominium – street view (attached townhomes)

Two-Story Homes
1,450 Sq Ft
3 Bedrooms
2½ Bathrooms
1-2 Stall Attached Garage

FRONT ELEVATION

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.

ELEVATION A1
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V1450S
FOR: Allen Edwin Homes
LOT #:
LOCATION:

SHEET NUMBER
A-01

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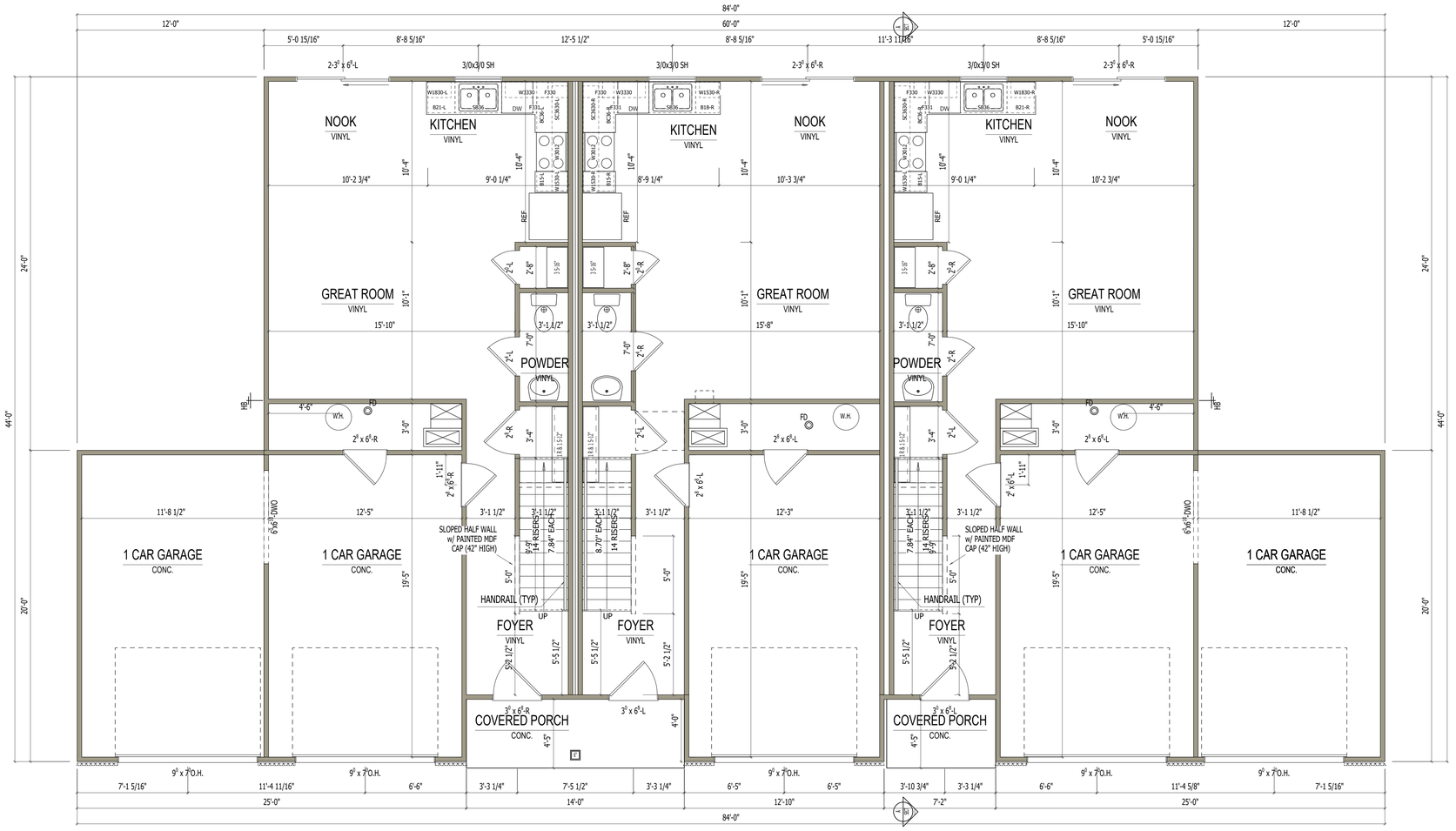
GENERAL FLOOR PLAN NOTES:

1. ALL INTERIOR NON LOAD BRG WALLS TO BE 2x4 STUDS 24" O.C.
2. WINDOWS TO BE VINYL SINGLE-HUNG, SIZE AS INDICATED BY NUMBER ON PLAN.
3. DIMENSIONS ARE FROM FACE OF STUDS.
4. PROVIDE BLOCKING ABOVE WINDOWS & DOORS 16" O.C. TYP.
5. PROVIDE EXTRA STUDS AS INDICATED AT ALL BEAM BEARING LOCATIONS.
6. ALL WINDOW HT. TO BE 6'-10 7/8" ABOVE FLOOR UNLESS OTHERWISE NOTED.
7. PROVIDE DOUBLE CRIPLES UNDER HEADERS FOR BEARING AT OPENINGS 6'-0" WIDE AND GREATER.
8. SHIM EXTERIOR DOORS & PKT. DOORS 1/2" ABOVE SUBFLOOR.
9. UPPER KITCHEN CABINETS 54" ABOVE SUBFLOOR
10. 16" O.C. STUDS AT KITCHEN WALLS w/ CABINETS.



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

REMARKS	DATE	REV. NO.
ELEVATION A1		
GARAGE RIGHT		
REVISION		

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V1450S
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LOT #:
LOCATION:

SHEET NUMBER
A-06

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GENERAL FLOOR PLAN NOTES:

1. ALL INTERIOR NON LOAD BRG WALLS TO BE 2x4 STUDS 24" O.C.
2. WINDOWS TO BE VINYL SINGLE-HUNG, SIZE AS INDICATED BY NUMBER ON PLAN.
3. DIMENSIONS ARE FROM FACE OF STUDS.
4. PROVIDE BLOCKING ABOVE WINDOWS & DOORS 16" O.C. TYP.
5. PROVIDE EXTRA STUDS AS INDICATED AT ALL BEAM BEARING LOCATIONS.
6. ALL WINDOW HT. TO BE 6'-10 7/8" ABOVE FLOOR UNLESS OTHERWISE NOTED.
7. PROVIDE DOUBLE CRIPLES UNDER HEADERS FOR BEARING AT OPENINGS 6'-0" WIDE AND GREATER.
8. SHIM EXTERIOR DOORS & PKT. DOORS 1/2" ABOVE SUBFLOOR.
9. UPPER KITCHEN CABINETS 54" ABOVE SUBFLOOR.
10. 16" O.C. STUDS AT KITCHEN WALLS w/ CABINETS.

SECOND FLOOR PLAN

SCALE: 3/16"=1'-0"

REV. NO.	DATE	REMARKS

ELEVATION A1
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A-07

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MEMO

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

VIA EMAIL mwest@allenedwin.com

To:	**Allen Edwin Home Builders, LLC**
From:	**Jacob Swanson, PE, PTOE** **Aaron Wildrick, EIT** **Fleis & VandenBrink**
Date:	**February 15, 2026**
Re:	**Austin Pines West PUD Amendment** **Ionia, Michigan** **Traffic Impact Assessment**

1 INTRODUCTION

This memorandum presents the results of the Traffic Impact Assessment (TIA) for the proposed amendment to the Austin Pines Planned Unit Development (PUD) located in Ionia, Michigan. The project site is located at the west end of Foxtail Drive, as shown in the attached **Figure 1**. The existing development in the Austin Pines PUD includes 50 residential units (26 single family homes and 24 attached multi-family units); the proposed development plan included the construction of 98 additional units (86 single family homes and 12 attached multi-family units). Site access will be provided via the existing Foxtail Drive, which is under the jurisdiction of the City of Ionia. The City has requested the completion of a TIA, as part of the site plan approval process.

The scope of work for this study was developed based on Fleis & VandenBrink's (F&V) knowledge of the study area, understanding of the development program, accepted traffic engineering practice, professional experience, and the requirements of the City of Ionia. Sources of data for this study include F&V subconsultant, Quality Counts, LLC (QC), the Michigan Department of Transportation (MDOT), the US Census Bureau American Community Survey, the City of Ionia, and ITE.

2 BACKGROUND DATA

2.1 EXISTING ROADWAY NETWORK

The lane use and traffic control at the study roadways and intersections is shown in the attached **Figure 2** and the study roadways are further described below.

State Street (M-66) generally runs in the north / south directions, east of the project site. The study section of roadway is under the jurisdiction of MDOT, is classified as a *Minor Arterial*, has a posted speed limit of 45-mph, and has an Annual Average Daily Traffic volume of approximately 18,394 (MDOT 2025) vehicles per day (vpd). The study section of State Road (M-66) provides a typical three-lane cross-section, with one (1) lane of travel in each direction and a center two-way left-turn lane (TWLTL). Additionally, State Road (M-66) widens, in order to provide an exclusive southbound right-turn lane at Foxtail Drive.

Foxtail Drive / Belleview Drive runs in the east / west directions; Foxtail Drive is west of State Road (M-66) and Belleview Drive is to the east. The intersection provides STOP-control along the minor street approaches.

- **Foxtail Drive:** Provides a typical two-lane cross-section, with one (1) lane of travel in each direction. The speed limit is unposted and therefore has a 25-mph prima-facie speed limit for a residential road. The study roadway is under the jurisdiction of the City of Ionia and is classified as a *Local Road*.
- **Belleview Drive:** Provides a typical two-lane cross-section, with one (1) lane of travel in each direction and widens at the State Road (M-66) intersection to provide an exclusive westbound left-turn lane. The roadway is under the jurisdiction of the Ionia County Road Department (ICRD), is classified as a *Local Road*, and has an unposted; therefore, the prima-facie speed limit is 55-mph.

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Grand Rapids, MI 49546
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2.2 DATA COLLECTION

F&V subconsultant QC collected existing weekday Turning Movement Count (TMC) data on Wednesday, January 21, 2026, during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak periods, at the **State Street (M-66) & Foxtail Drive / Belleview Drive** study intersection. During the collection of the TMC data, Peak Hour Factors (PHFs), pedestrian and bicycle volumes, and commercial truck percentages were recorded and used in the traffic analysis.

The weekday AM and PM peak hours for the adjacent study roadway were identified to occur between 7:00 AM to 8:00 AM and 4:00 PM to 5:00 PM, respectively. The existing 2026 peak hour traffic volumes utilized in this analysis are shown in the attached **Figure 3**. All applicable background data within this memorandum are attached for reference.

3 EXISTING OPERATIONS

Existing peak hour vehicle delays and Levels of Service (LOS) were calculated at the study intersection of State Street (M-66) & Foxtail Drive / Belleview Drive based on the existing lane use and traffic control shown in the attached **Figure 2**, the existing peak hour traffic volumes shown in the attached **Figure 3**, and the methodologies presented in the *Highway Capacity Manual, 7th Edition* (HCM7).

Descriptions of LOS "A" through "F", as defined in the HCM, are attached. Typically, LOS D is considered acceptable, with LOS A representing minimal delay and LOS F indicating failing conditions. Additionally, SimTraffic network simulations were reviewed to evaluate network operations and vehicle queues. The results of the existing conditions analysis are attached and summarized in **Table 1**.

Table 1: Existing Intersection Operations

Intersection	Control	Approach	Existing Conditions			
			AM Peak Hour		PM Peak Hour	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
State Street (M-66) & Foxtail Drive / Belleview Drive	Stop (Minor)	EB	17.1	C	35.3	E
		WBL	47.5	E	67.9	F
		WBTR	13.2	B	16.3	C
		NBL	9.2	A	8.9	A
		SBL	8.9	A	9.8	A

The results of the existing conditions analysis indicates that all approaches and movements are currently operating acceptably, at LOS D or better, during the AM and PM peak hours, with the exception of the following:

- During the AM peak hour: The westbound left-turn movement is currently operating at LOS E.
- During the PM peak hour: The westbound left-turn movement is currently operating at LOS F and the eastbound approach is currently operating at LOS E.

Review of SimTraffic network simulations indicates acceptable operations during both peak periods. Egress traffic along the stop-controlled Foxtail Drive / Belleview Drive approaches were observed to find adequate gaps within the through traffic along State Street (M-66), without experiencing significant delays or excessive vehicle queuing. Additionally, the reported 95th percentile vehicle queue length is approximately 45-feet (1-2 vehicles) or less along the minor street approaches during both peak periods, which is not significant.

4 BACKGROUND CONDITIONS (2029)

Population growth profile data was obtained for the City of Ionia, in order to calculate a background growth rate to project the existing 2026 peak hour traffic volumes to the site buildout year of 2029. Population data was obtained from the US Census Bureau American Community Survey, in order to determine a background growth rate. A review of population data indicates stagnant or negative growth in the area. Therefore, the MDOT recommended minimum annual background growth rate of **0.5%** per year was used in this analysis.

In addition to the background traffic growth, it is important to account for traffic that will be generated by approved developments within the vicinity of the study area that are currently under construction or will be

constructed within the buildout year of 2029. No background developments were identified within the vicinity of the study area. The background 2029 peak hour traffic volumes, ***without the proposed development*** are shown in the attached **Figure 3**.

5 SITE TRIP GENERATION

The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the proposed development were forecast based on the rates and equations published in the *ITE Trip Generation Manual, 12th Edition*. The site trip generation forecast utilized in this analysis is summarized in **Table 2**.

Table 2: Site Trip Generation Summary

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Single-Family Detached	210	86	DU	959	17	46	63	52	32	84
Multi-Family Housing (Low-Rise)	220	12	DU	75	1	4	5	4	3	7
Total New Trips				**1,034**	**18**	**50**	**68**	**56**	**35**	**91**

6 SITE TRIP DISTRIBUTION

The vehicular trips that would be generated by the proposed development were assigned to the study roadway network based on the proposed site access plan and the existing peak hour traffic patterns at the existing Foxtail Drive site access. The site trip distributions utilized in this analysis are summarized in **Table 3**.

Table 3: Site Trip Distribution

To/From	Via	AM Inbound	AM Outbound	PM Inbound	PM Outbound
North	State Street (M-66)	50%	29%	32%	43%
South	State Street (M-66)	50%	71%	68%	57%
Total		**100%**	**100%**	**100%**	**100%**

The site-generated vehicular traffic volumes shown in **Table 2** were distributed to the study roadway network according to the distribution shown in **Table 1**. The site-generated peak hour trips were added to the background 2029 peak hour traffic volumes, in order to calculate the future peak hour traffic volumes, ***with the addition of the proposed development***. The background, site-generated, and future peak hour traffic volumes are shown in the attached **Figure 3**.

7 FUTURE CONDITIONS

7.1 FUTURE OPERATIONS

Future peak hour vehicle delays and LOS ***with the proposed development*** were calculated at the State Street (M-66) & Foxtail Drive / Belleview Drive study intersection based on the existing lane use and traffic control shown in the attached **Figure 2**, the future peak hour traffic volumes shown in the attached **Figure 3**, and the methodologies presented in the HCM7. The results of the future conditions analysis are attached and summarized in **Table 4**.

The results of the future conditions analysis indicates that all approaches and movements are expected to operate in a manner similar to the existing conditions analysis, with the following additional impacts to LOS:

- During the AM peak hour: The westbound left-turn movement is expected to operate at LOS F.
- During the PM peak hour: The eastbound approach is expected to operate at LOS F.

Review of SimTraffic microsimulations indicates acceptable operations; egress traffic along the stop-controlled Foxtail Drive / Belleview Drive approaches were observed to find adequate gaps within the through traffic along State Street (M-66), without experiencing significant delays or excessive vehicle queuing. Additionally, the reported 95th percentile vehicle queue length was approximately 72-feet (2-3 vehicles) or less along the minor street approaches during both peak periods, which is not significant.

Table 4: Future Intersection Operations

Intersection	Control	Approach	Existing Conditions				Future Conditions				Difference			
			AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
State Street (M-66) & Foxtail Drive / Belleview Drive	Stop (Minor)	EB	17.1	C	35.3	E	29.7	D	55.8	F	12.6	C→D	20.5	E→F
		WBL	47.5	E	67.9	F	63.6	F	99.2	F	16.1	E→F	31.3	-
		WBTR	13.2	B	16.3	C	13.3	B	16.5	C	0.1	-	0.2	-
		NBL	9.2	A	8.9	A	9.3	A	9.2	A	0.1	-	0.3	-
		SBL	8.9	A	9.8	A	9.0	A	9.9	A	0.1	-	0.1	-

7.2 FUTURE (ALTERNATIVE ACCESS) – ADDITIONAL SITE DRIVEWAY

The proposed development plan will provide one (1) site access driveway, connecting to the existing Foxtail Drive access to State Street (M-66). However, the City of Ionia has expressed concerns about potential vehicle queuing and traffic congestion along Foxtail Drive, as a result of the additional site-generated traffic associated with this project. Therefore, an alternative site access scenario was evaluated, considering the following:

- Site layout with two (2) access points, including an additional connection via the stubbed-out section of Reimer Drive, to the south.

The site-generated peak hour trips were then re-distributed to the study roadway network, based on the revised site access. The site-generated trips with this alternative site access are shown in the attached **Figure 4** and were added to the background peak hour traffic volumes shown in the attached **Figure 3**, in order to calculate the future peak hour traffic volumes, with this alternative site access. The future (alternative access) peak hour traffic volumes are shown in the attached **Figure 4**.

The future (alternative access) peak hour vehicle delays and LOS ***with an additional site driveway*** were calculated at the State Street (M-66) & Foxtail Drive / Belleview Drive study intersection based on the existing lane use and traffic control shown in the attached **Figure 2**, the future (alternative access) peak hour traffic volumes shown in the attached **Figure 4**, and the methodologies presented in the HCM7. The results of the future conditions analysis are attached and summarized in **Table 4**.

Table 5: Future Intersection Operations – Alternative Access

Intersection	Control	Approach	Future Conditions				Alternative Conditions				Difference			
			AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
State Street (M-66) & Foxtail Drive / Belleview Drive	Stop (Minor)	EB	29.7	D	55.8	F	29.1	D	55.1	F	-0.6	-	-0.7	-
		WBL	63.6	F	99.2	F	56.1	F	84.2	F	-7.5	-	-15.0	-
		WBTR	13.3	B	16.5	C	13.3	B	16.5	C	0.0	-	0.0	-
		NBL	9.3	A	9.2	A	9.3	A	9.1	A	0.0	-	-0.1	-
		SBL	9.0	A	9.9	A	9.0	A	9.9	A	0.0	-	0.0	-

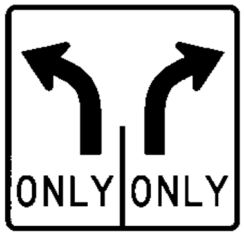
The results of the future (alternative access) conditions analysis indicates that all approaches and movements at the study intersections are expected to continue to operate in a manner similar to the future conditions analysis, with negligible decreases in delays. Review of SimTraffic network simulations also confirms similar operations and minimal change, consistent with the findings of the future conditions analysis.

- Therefore, an additional site access driveway into the project site is NOT recommended.

An additional access point via Reimer Drive is expected to have minimal impact and not provide any substantial benefit at the State Street (M-66) & Foxtail Drive / Belleview Drive intersection. Additionally, a secondary access driveway would not provide direct / convenient access to the residential units, which limits the potential utilization and overall operational benefit associated with motorists utilizing an alternative access connection.

7.3 Future Conditions with Improvements

Mitigation measures were investigated, in order to improve the future traffic operations at the study intersection of State Street (M-66) & Foxtail Drive / Belleview Drive.



A review of the Foxtail Drive intersection with State Street (M-66) indicates that Foxtail Drive provides an approximately 36-foot wide approach, which can accommodate two (2) egress lanes (left-turn lane and shared through-right lane); however, no pavement markings or signage are currently provided along Foxtail Drive, in order to designate these approach lanes for egress traffic.

7.4 Future Improvement Summary

The future peak hour vehicle delays and LOS, **with the proposed development and the recommended improvement (Foxtail Drive approach striping) implemented**, were calculated based on the recommended lane use and traffic control shown in the attached **Figure 2**, the future peak hour traffic volumes shown in the attached **Figure 3**, and the methodologies presented in the HCM7. The results of the future improvements analysis are attached and summarized in **Table 5**.

Table 6: Future Intersection Operations with Improvements

Intersection	Control	Approach	Future Conditions				Future w/ IMP				Difference			
			AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
State Street (M-66) & Foxtail Drive / Belleview Drive	Stop (Minor)	EBL	29.7	D	55.8	F	47.7	E	91.9	F	18.0	D→E	36.1	-
		EBTR					15.3	C	13.4	B	-14.4	D→C	-42.4	F→B
		WBL	63.6	F	99.2	F	63.6	F	99.2	F	0.0	-	0.0	-
		WBTR	13.3	B	16.5	C	13.3	B	16.5	C	0.0	-	0.0	-
		NBL	9.3	A	9.2	A	9.3	A	9.2	A	0.0	-	0.0	-
		SBL	9.0	A	9.9	A	9.0	A	9.9	A	0.0	-	0.0	-

The results of the future conditions with improvements analysis indicates that, with the implementation of the recommended improvements (Foxtail Drive approach striping) at the State Street (M-66) & Foxtail Drive / Belleview Drive intersection, all approaches and movements are expected to operate acceptably, at LOS D or better during both the AM and PM peak periods, with the exception of the following:

- During the AM peak hour: The westbound and eastbound left-turn movements are expected to operate at LOS F and LOS E, respectively.
- During the PM peak hour: The eastbound and westbound left-turn movement are both expected to operate at LOS F.

Although Synchro intersection LOS indicates poor/failing operations along the minor street, review of SimTraffic microsimulations indicates acceptable operations. Egress traffic along the stop-controlled Foxtail Drive / Belleview Drive approaches were observed to find adequate gaps within the through traffic along State Street (M-66), without experiencing excessive vehicle queueing. Additionally, the implementation of this recommended mitigation measure is projected to reduce the overall vehicle queueing along the minor streets.

8 Conclusions

The conclusions of this TIA are as follows:

- The existing conditions analysis indicate that all approaches and movements at the study intersection of State Street (M-66) & Foxtail Drive / Belleview Drive are currently operating acceptably, at LOS D or better, during the AM and PM peak periods, with the exception of the following:
    - During the AM peak hour: The westbound left-turn movement is currently operating at LOS E.
    - During the PM peak hour: The westbound left-turn movement is currently operating at LOS F and the eastbound approach is currently operating at LOS E.

Review of SimTraffic indicates acceptable operations; egress traffic along the stop-controlled Foxtail Drive / Belleview Drive approaches were observed to find adequate gaps within the through traffic along State Street (M-66), without experiencing significant delays or excessive vehicle queuing. Additionally, the reported 95th percentile vehicle queue length is approximately 45-feet (1-2 vehicles) or less along the minor street approaches, which is not significant.

- The future conditions analysis indicate that all approaches and movements at the study intersection of State Street (M-66) & Foxtail Drive / Belleview Drive are expected to continue to operate in a manner similar to the existing conditions analysis, with the following additional impacts to LOS:
    - During the AM peak hour: The westbound left-turn movement is expected to operate at LOS F.
    - During the PM peak hour: The eastbound approach is expected to operate at LOS F.

      Review of SimTraffic indicates acceptable operations; the reported 95th percentile vehicle queue length was approximately 72-feet (2-3 vehicles) or less along the minor street approaches during both peak periods, which is not significant.
- The results of the future (alternative access) conditions analysis indicate that the additional access point is expected to have minimal impact and not provide any substantial benefit at the State Street (M-66) & Foxtail Drive / Belleview Drive intersection. Additionally, a secondary access driveway would not provide direct / convenient access to the residential units, which limits the potential utilization and overall operational benefit associated with motorists utilizing an alternative access connection
- Review of the State Street (M-66) & Foxtail Drive intersection indicates that the Foxtail Drive approach is approximately 36-feet wide, which can accommodate two (2) egress lanes consisting of a left-turn lane and a shared through-right lane. Therefore, it is recommended that appropriate pavement markings and signage be installed to designate these lanes and guide egress traffic. The implementation of this mitigation measure is projected to reduce the overall vehicle queueing and delays along the minor street approaches.

9 RECOMMENDATIONS

The recommendations of this TIA are as follows:

- Install pavement markings and signage along the eastbound Foxtail Drive approach to State Street (M-66), in order to provide an exclusive left-turn lane and a shared through-right lane.

Any questions related to this memorandum, study, analysis, and/or results should be addressed to Fleis & VandenBrink.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

Digitally signed by Jacob Swanson
Date: 2026.02.15 12:10:15 -05'00'

Attachments: Figures 1 – 4
Proposed Site Plan
Traffic Volume Data
US Census Bureau Data
Synchro / SimTraffic Results

FIGURE 1

SITE LOCATION MAP

AUSTIN PINES WEST TIA - IONIA, MI

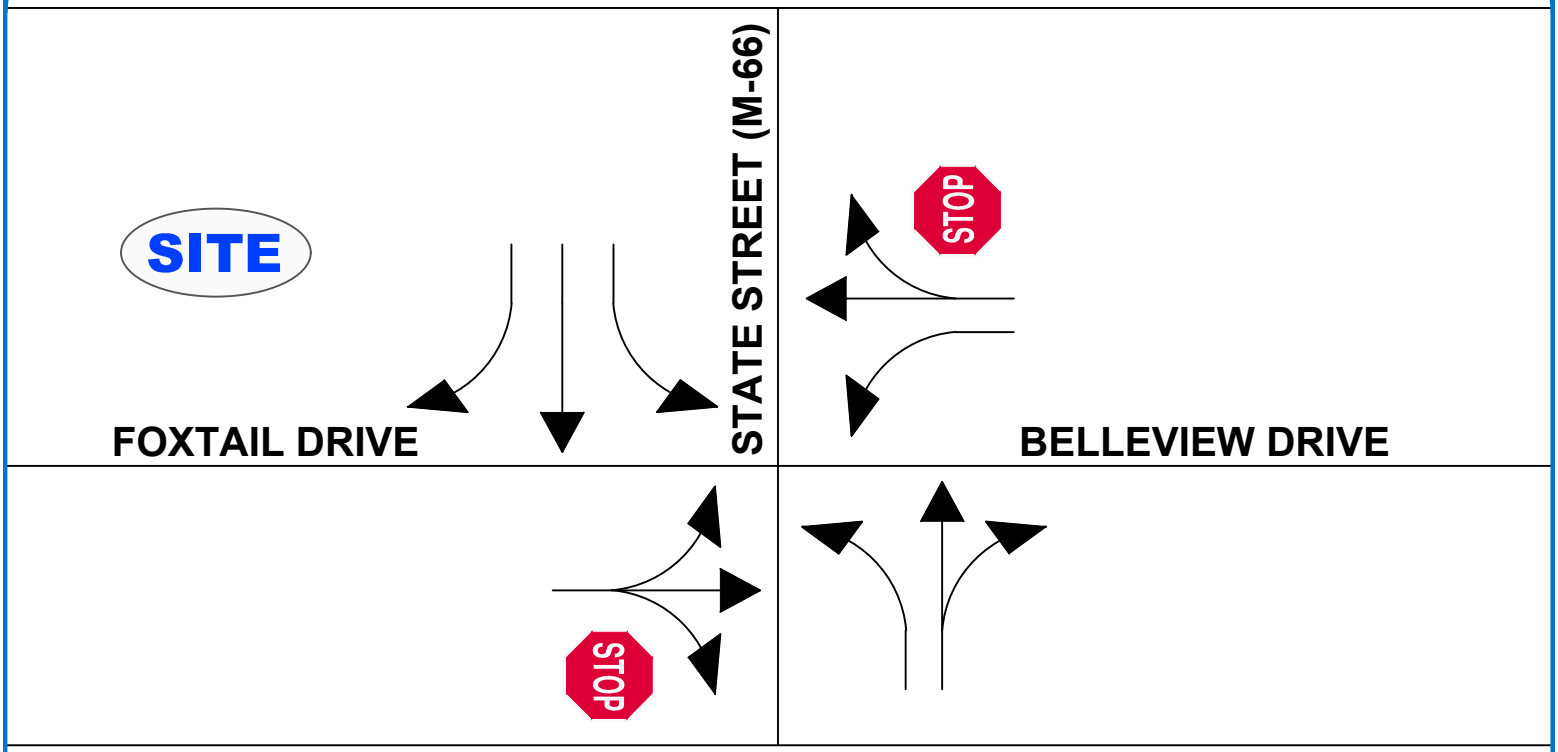
LEGEND

SITE — SITE LOCATION

NORTH

SCALE: NOT TO SCALE

EXISTING LANE USE & TRAFFIC CONTROL



RECOMMENDED LANE USE & TRAFFIC CONTROL

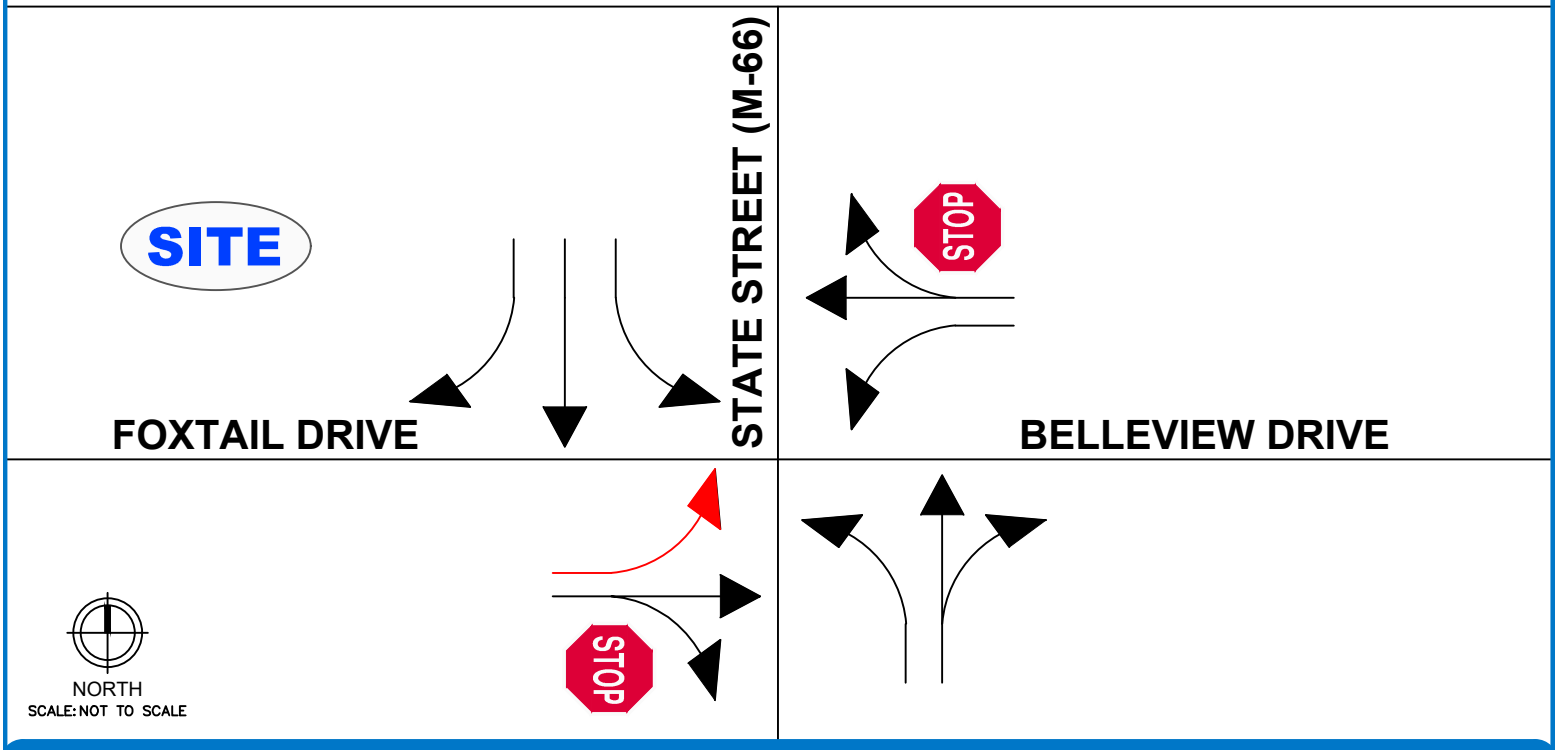


FIGURE 2

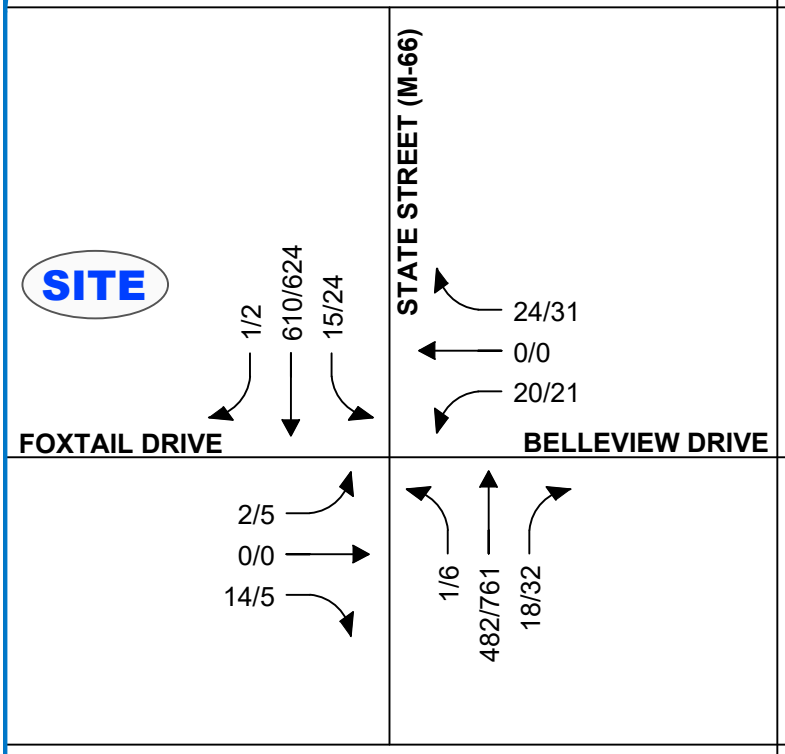
LANE USE AND TRAFFIC CONTROL

AUSTIN PINES WEST TIA - IONIA, MI

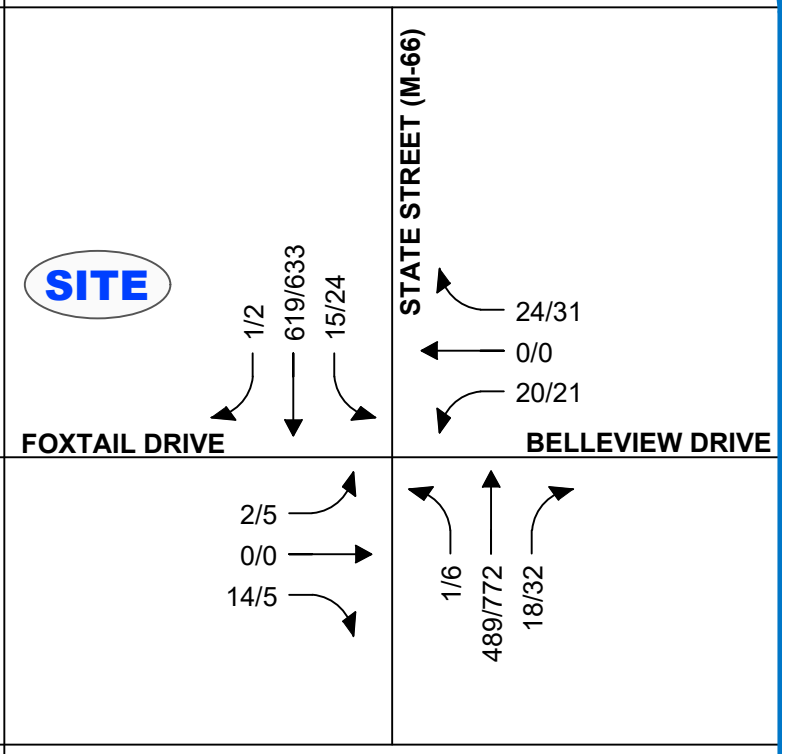
LEGEND

- ROADS
- LANE USE
- PROPOSED LANE USE
- UNSIGNALIZED INTERSECTION

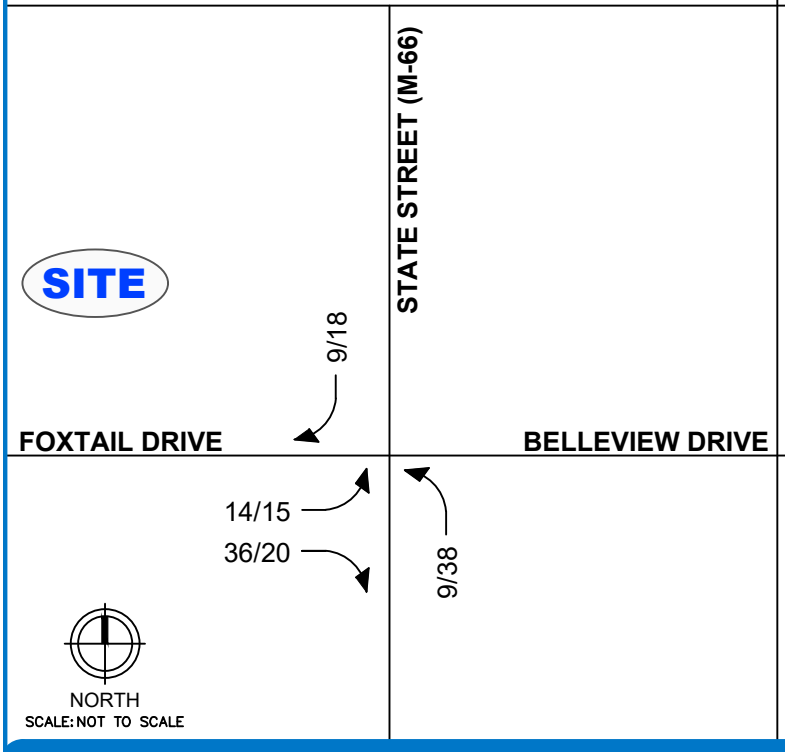
EXISTING 2026



BACKGROUND 2029



SITE-GENERATED



FUTURE 2029

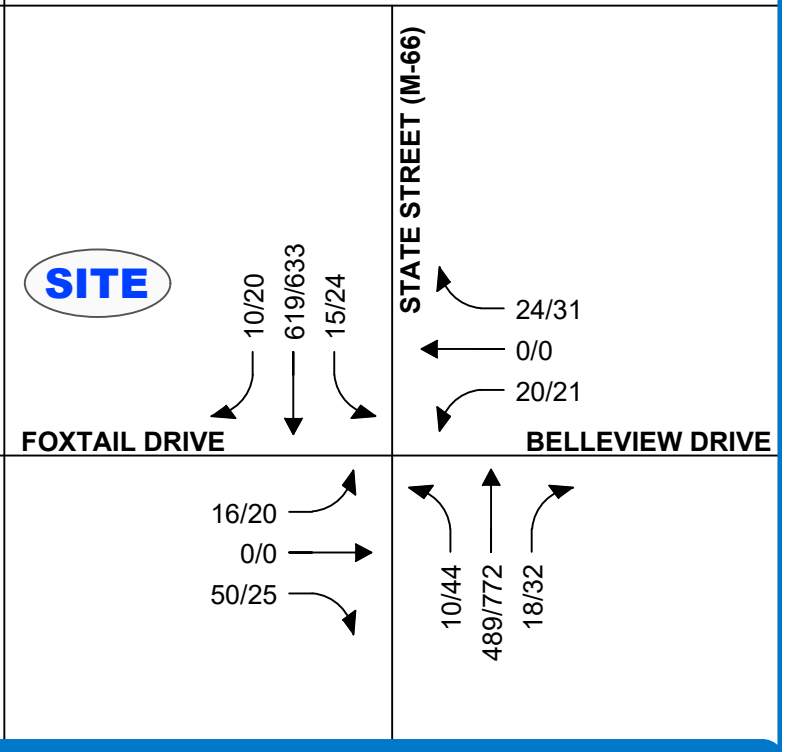


FIGURE 3

TRAFFIC VOLUMES

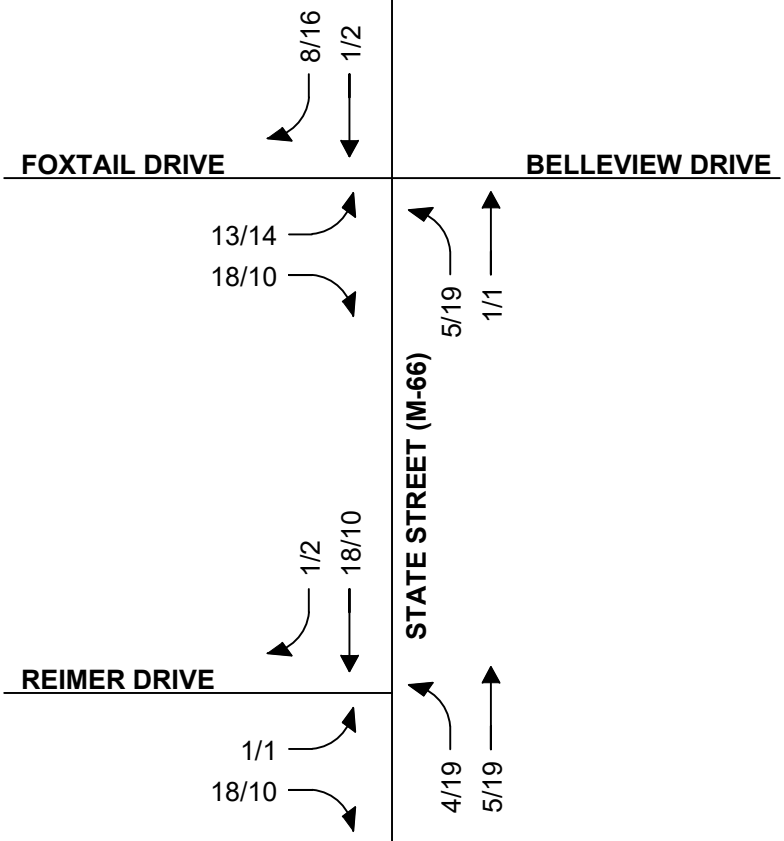
AUSTIN PINES WEST TIA - IONIA, MI

LEGEND

ROADS

TRAFFIC VOLUMES (AM/PM)

SITE-GENERATED (ALTERNATIVE ACCESS)



FUTURE (ALTERNATIVE ACCESS) 2029

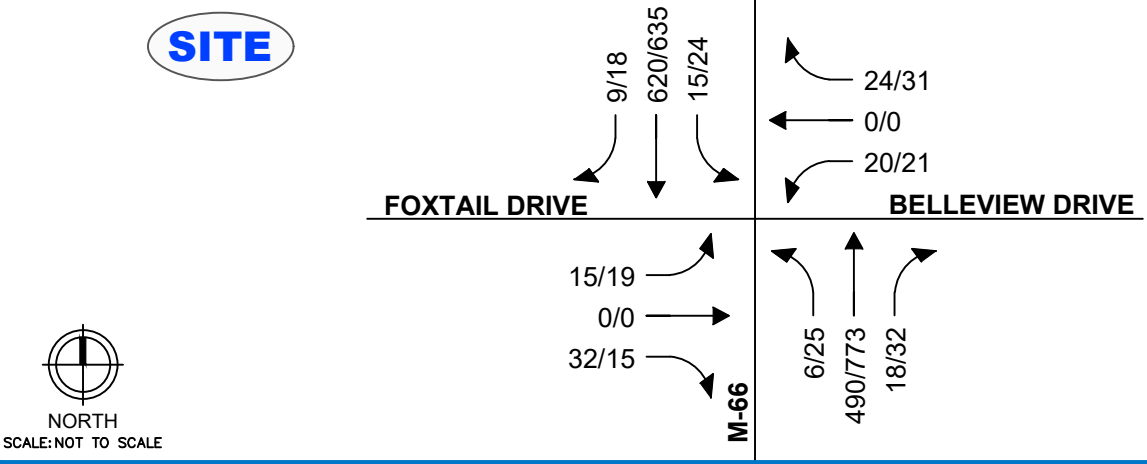


FIGURE 4
ALTERNATIVE ACCESS TRAFFIC VOLUMES

AUSTIN PINES WEST TIA - IONIA, MI

LEGEND

ROADS

TRAFFIC VOLUMES (AM/PM)

LEGEND

- EXISTING MAJOR CONTOUR (780)
- EXISTING SANITARY SEWER (SAN)
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER (STM)
- PROPOSED STORM SEWER
- EXISTING WATERMAIN (WTR)
- PROPOSED WATERMAIN
- EXISTING WETLAND
- PROPOSED OPEN SPACE
- PROPOSED SLOPE GREATER THAN 20%
- PROPOSED BIT. PAVEMENT
- PROPOSED LIGHT POLE

GENERAL NOTES:

1. P.P.N. 34-201-025-000-00-01 & 34-201-036-000-001-00
2. APPLICANT:
   GREEN DEVELOPMENT VENTURES, LLC
   2186 E. CENTRE AVE.
   PORTAGE, MICHIGAN 49002
3. CURRENT ZONING: PUD, PLANNED UNIT DEVELOPMENT
   60' PUBLIC RIGHT-OF-WAY. (FOXTAIL TO BE 66' WIDE)
   MINIMUM LOT AREA: 4,520 SF
   MINIMUM LOT WIDTH: 40'
   MINIMUM SETBACKS:
   FRONT YARD: 20'
   SIDE YARD: 5' (MIN. ONE SIDE) 11' TOTAL (BOTH SIDES)
   REAR YARD: 20'
   MAXIMUM BUILDING HEIGHT: 35'
4. CONTOUR INTERVALS = 2' (PER IONIA COUNTY)
5. ALL STREETS WILL BE PUBLIC AND WILL BE CONSTRUCTED PER THE PROPOSED PUBLIC ROAD CROSS SECTION AS SHOWN ON SHEET C-103.
6. THE SITE WILL BE SERVED BY PUBLIC UTILITIES - 8 INCH SANITARY SEWER, 12 INCH OR LARGER STORM SEWER, 8 INCH AND 12 INCH WATER MAIN, BURIED ELECTRICAL, GAS, TELEPHONE, AND CABLE TV. IT IS ALSO INTENDED TO INSTALL STREET LIGHTS WITH LOCATIONS PER PLAN.
7. STORM WATER MANAGEMENT SYSTEM SHALL CONFORM TO THE IONIA COUNTY DRAIN COMMISSIONER'S STANDARDS AND SPECIFICATIONS.
8. THIS SITE SHALL CONFORM TO THE IONIA COUNTY SOIL EROSION CONTROL ORDINANCE.
9. REGULATED WETLAND DELINEATION BY LAKESHORE ENVIRONMENTAL ON OCTOBER 2025

SUMMARY OF LAND DEVELOPMENT:

TOTAL DWELLING UNITS	98
NO. OF SINGLE FAMILY UNITS	52
NO. OF TRIPLEX UNITS	12 (4 TRIPLEXES)
NO. OF ALLEY UNITS	34

GRAPHIC SCALE
80' 0 40' 80'
(IN FEET)
1 inch = 80 ft.

REVISIONS:
FEBRUARY 13, 2026 – CONCEPT PLAN

DRAWN BY: VS
APPROVED BY: PSH
DATE: SEPTEMBER 29, 2025
REVISIONS:
NOVEMBER 5, 2025 – CLIENT REVIEW
NOVEMBER 11, 2025 – CITY SUBMITTAL
DECEMBER 10, 2025 – CITY SUBMITTAL

Roosien & Associates
SURVEYING AND ENGINEERING
5005 PLAINFIELD AVE. NE PAUL@ROOSIEN-ASSOC.COM
GRAND RAPIDS, MI 49525 TELE. (616) 361-7220

PUD AMENDMENT AND PRELIMINARY SITE PLAN
AUSTIN PINES WEST
IN PART OF SECTIONS 25 & 36, T7N, R7W
CITY OF IONIA, IONIA COUNTY, MICHIGAN

CLIENT:
ALLEN EDWIN HOMES
795 CLYDE CT. SW
BYRON CENTER, MI 49315

PROJECT NO.
250868

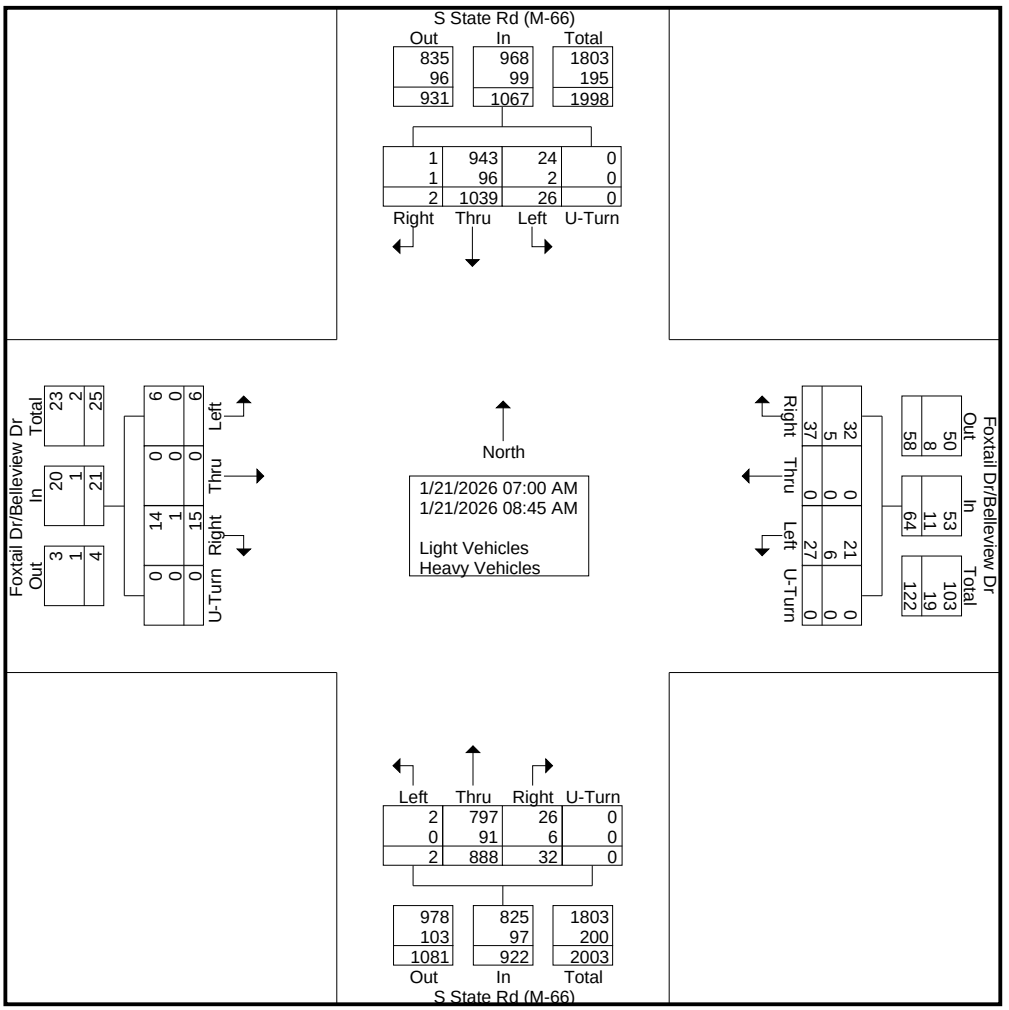
C-102

TRUE DATA TO IMPROVE MOBILITY

File Name : 17419301 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419301
Start Date : 1/21/2026
Page No : 1

Groups Printed- Light Vehicles - Heavy Vehicles

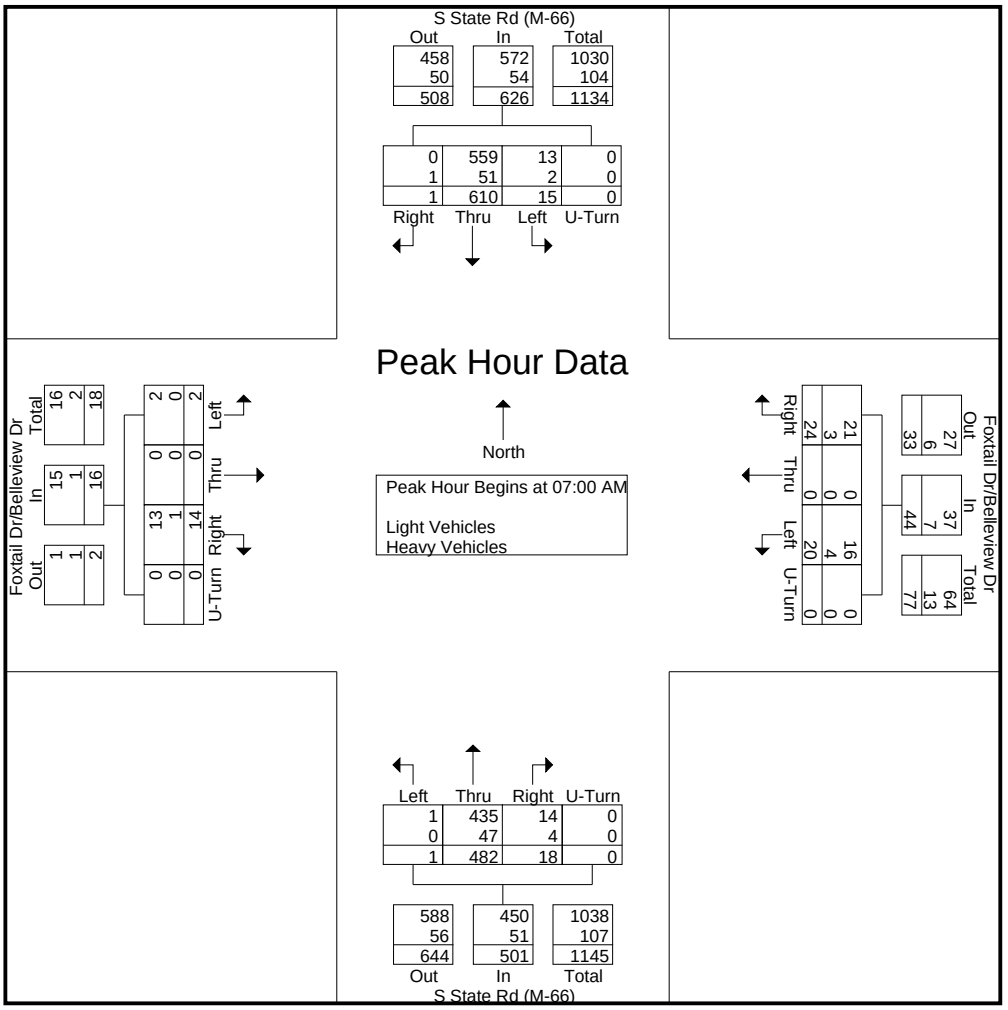
	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
07:00 AM	0	0	4	0	4	5	0	6	0	11	0	96	0	0	96	3	147	0	0	150	261
07:15 AM	1	0	6	0	7	9	0	6	0	15	0	113	4	0	117	5	175	1	0	181	320
07:30 AM	1	0	3	0	4	3	0	5	0	8	1	144	9	0	154	2	150	0	0	152	318
07:45 AM	0	0	1	0	1	3	0	7	0	10	0	129	5	0	134	5	138	0	0	143	288
Total	2	0	14	0	16	20	0	24	0	44	1	482	18	0	501	15	610	1	0	626	1187
08:00 AM	0	0	0	0	0	2	0	2	0	4	0	105	7	0	112	3	95	0	0	98	214
08:15 AM	2	0	0	0	2	2	0	2	0	4	1	100	1	0	102	1	103	1	0	105	213
08:30 AM	1	0	0	0	1	0	0	4	0	4	0	102	3	0	105	1	124	0	0	125	235
08:45 AM	1	0	1	0	2	3	0	5	0	8	0	99	3	0	102	6	107	0	0	113	225
Total	4	0	1	0	5	7	0	13	0	20	1	406	14	0	421	11	429	1	0	441	887
Grand Total	6	0	15	0	21	27	0	37	0	64	2	888	32	0	922	26	1039	2	0	1067	2074
Apprch %	28.6	0	71.4	0		42.2	0	57.8	0		0.2	96.3	3.5	0		2.4	97.4	0.2	0		
Total %	0.3	0	0.7	0	1	1.3	0	1.8	0	3.1	0.1	42.8	1.5	0	44.5	1.3	50.1	0.1	0	51.4	
Light Vehicles	6	0	14	0	20	21	0	32	0	53	2	797	26	0	825	24	943	1	0	968	1866
% Light Vehicles	100	0	93.3	0	95.2	77.8	0	86.5	0	82.8	100	89.8	81.2	0	89.5	92.3	90.8	50	0	90.7	90
Heavy Vehicles	0	0	1	0	1	6	0	5	0	11	0	91	6	0	97	2	96	1	0	99	208
% Heavy Vehicles	0	0	6.7	0	4.8	22.2	0	13.5	0	17.2	0	10.2	18.8	0	10.5	7.7	9.2	50	0	9.3	10



TRUE DATA TO IMPROVE MOBILITY

File Name : 17419301 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419301
Start Date : 1/21/2026
Page No : 2

	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:00 AM																					
07:00 AM	0	0	4	0	4	5	0	6	0	11	0	96	0	0	96	3	147	0	0	150	261
07:15 AM	**1**	0	**6**	0	**7**	**9**	0	6	0	**15**	0	113	4	0	117	**5**	**175**	**1**	0	**181**	**320**
07:30 AM	1	0	3	0	4	3	0	5	0	8	**1**	**144**	**9**	0	**154**	2	150	0	0	152	318
07:45 AM	0	0	1	0	1	3	0	**7**	0	10	0	129	5	0	134	5	138	0	0	143	288
Total Volume	2	0	14	0	16	20	0	24	0	44	1	482	18	0	501	15	610	1	0	626	1187
% App. Total	12.5	0	87.5	0		45.5	0	54.5	0		0.2	96.2	3.6	0		2.4	97.4	0.2	0		
PHF	.500	.000	.583	.000	.571	.556	.000	.857	.000	.733	.250	.837	.500	.000	.813	.750	.871	.250	.000	.865	.927
Light Vehicles	2	0	13	0	15	16	0	21	0	37	1	435	14	0	450	13	559	0	0	572	1074
% Light Vehicles	100	0	92.9	0	93.8	80.0	0	87.5	0	84.1	100	90.2	77.8	0	89.8	86.7	91.6	0	0	91.4	90.5
Heavy Vehicles	0	0	1	0	1	4	0	3	0	7	0	47	4	0	51	2	51	1	0	54	113
% Heavy Vehicles	0	0	7.1	0	6.3	20.0	0	12.5	0	15.9	0	9.8	22.2	0	10.2	13.3	8.4	100	0	8.6	9.5

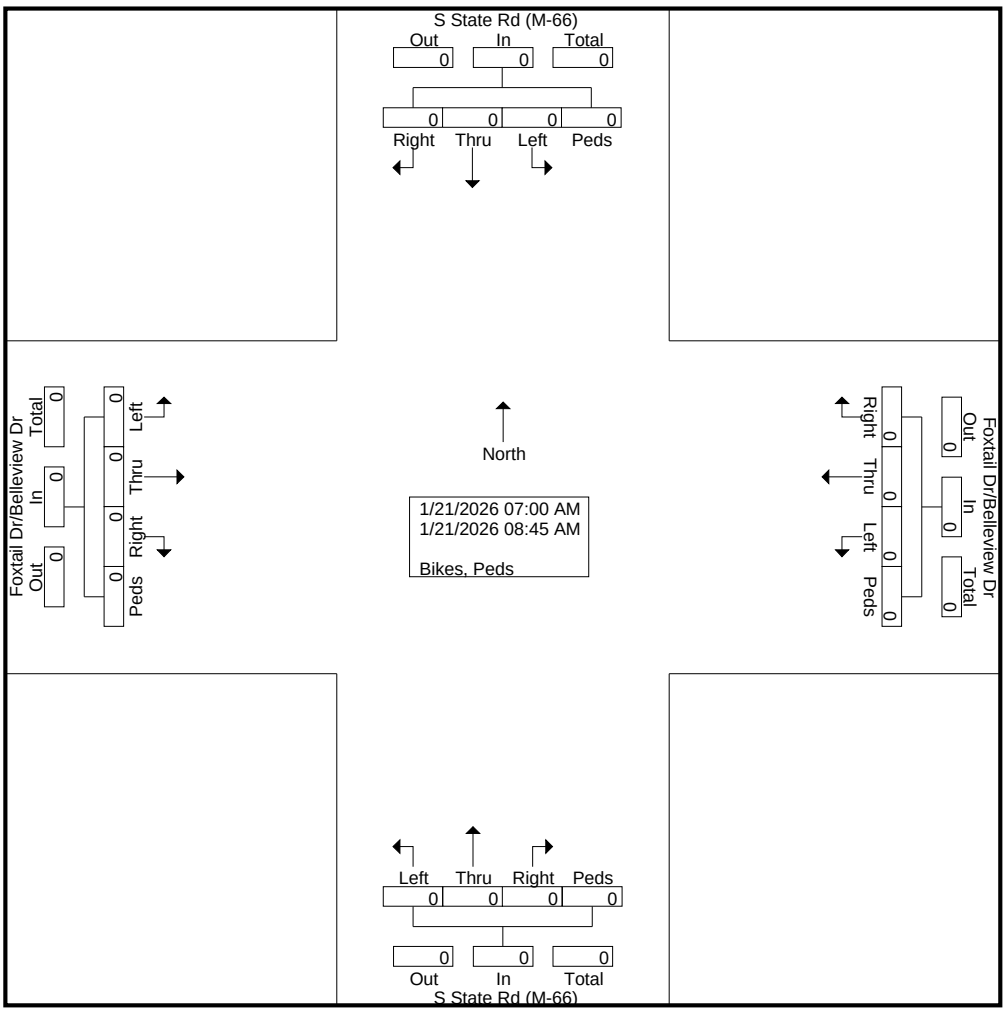


TRUE DATA TO IMPROVE MOBILITY

File Name : 17419301 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419301
Start Date : 1/21/2026
Page No : 1

Groups Printed- Bikes, Peds

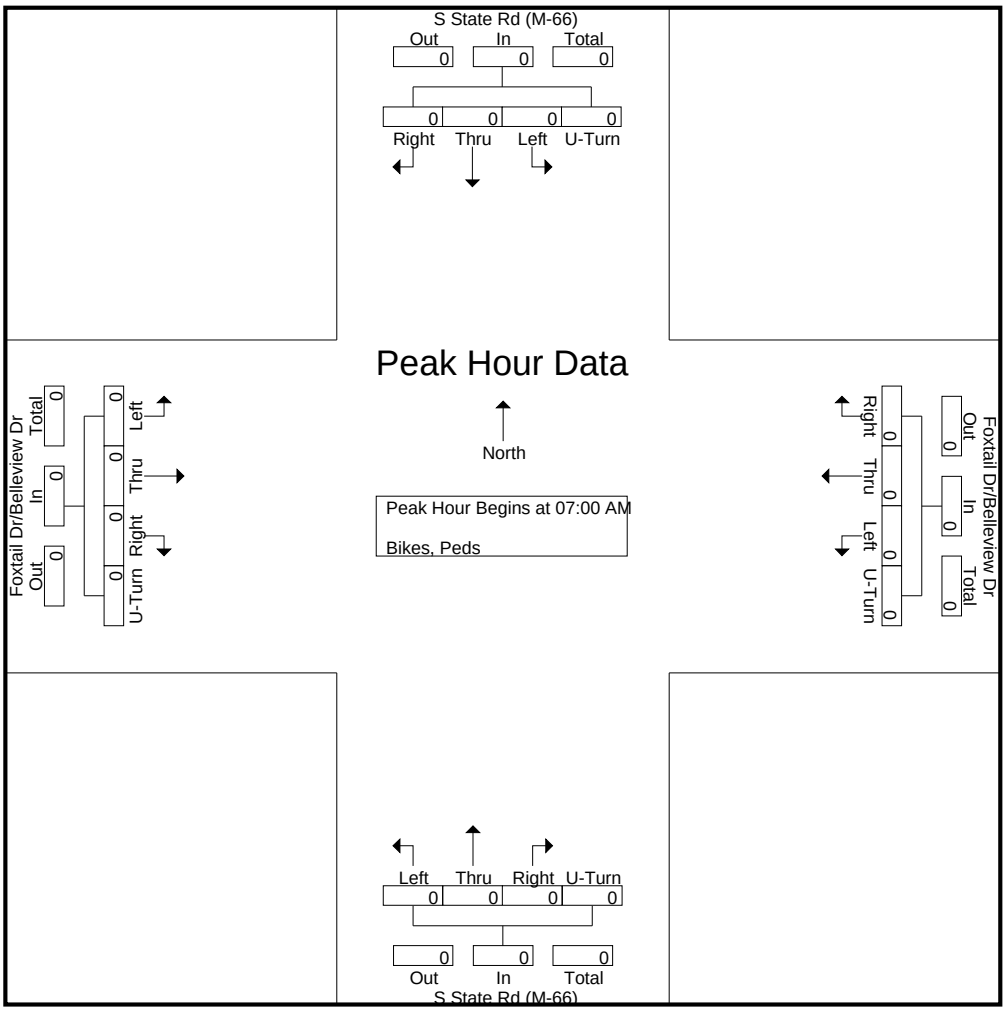
	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
Total %																					



TRUE DATA TO IMPROVE MOBILITY

File Name : 17419301 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419301
Start Date : 1/21/2026
Page No : 2

	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:00 AM																					
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% App. Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000

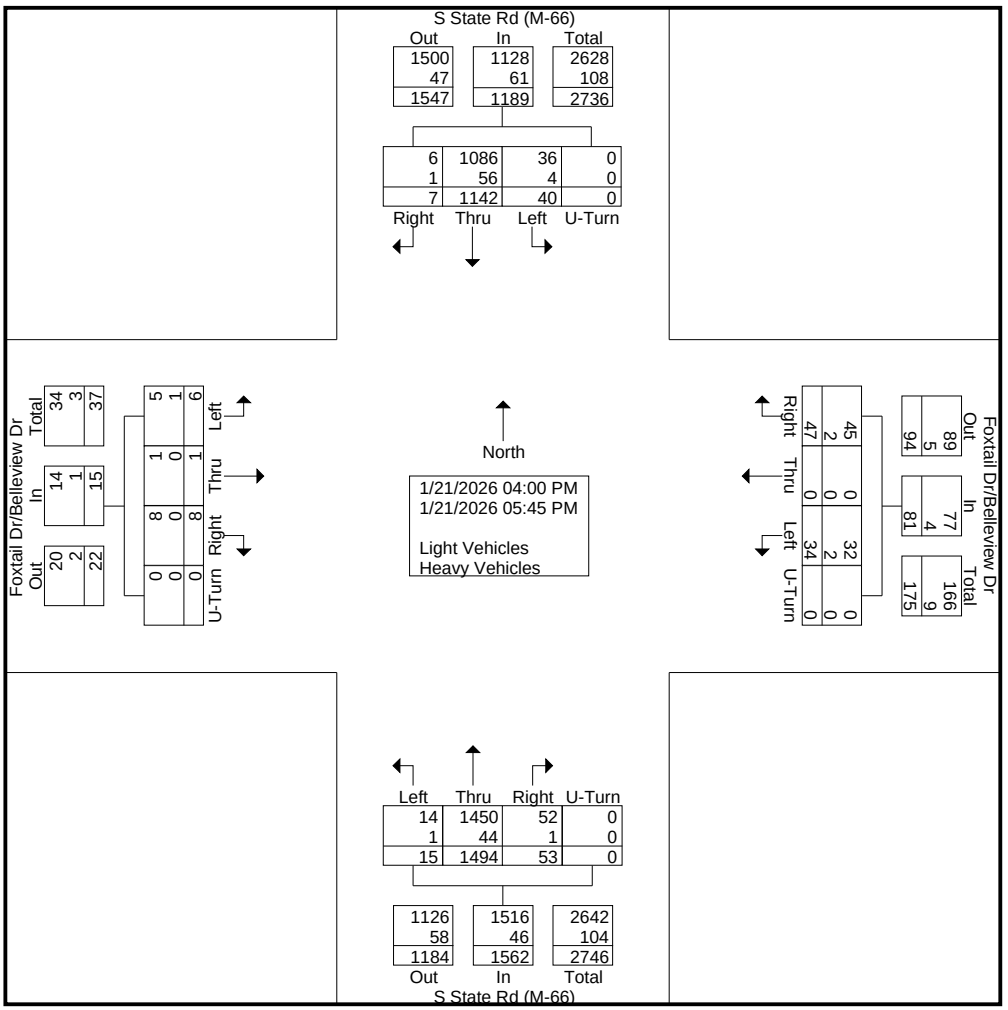


TRUE DATA TO IMPROVE MOBILITY

File Name : 17419302 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419302
Start Date : 1/21/2026
Page No : 1

Groups Printed- Light Vehicles - Heavy Vehicles

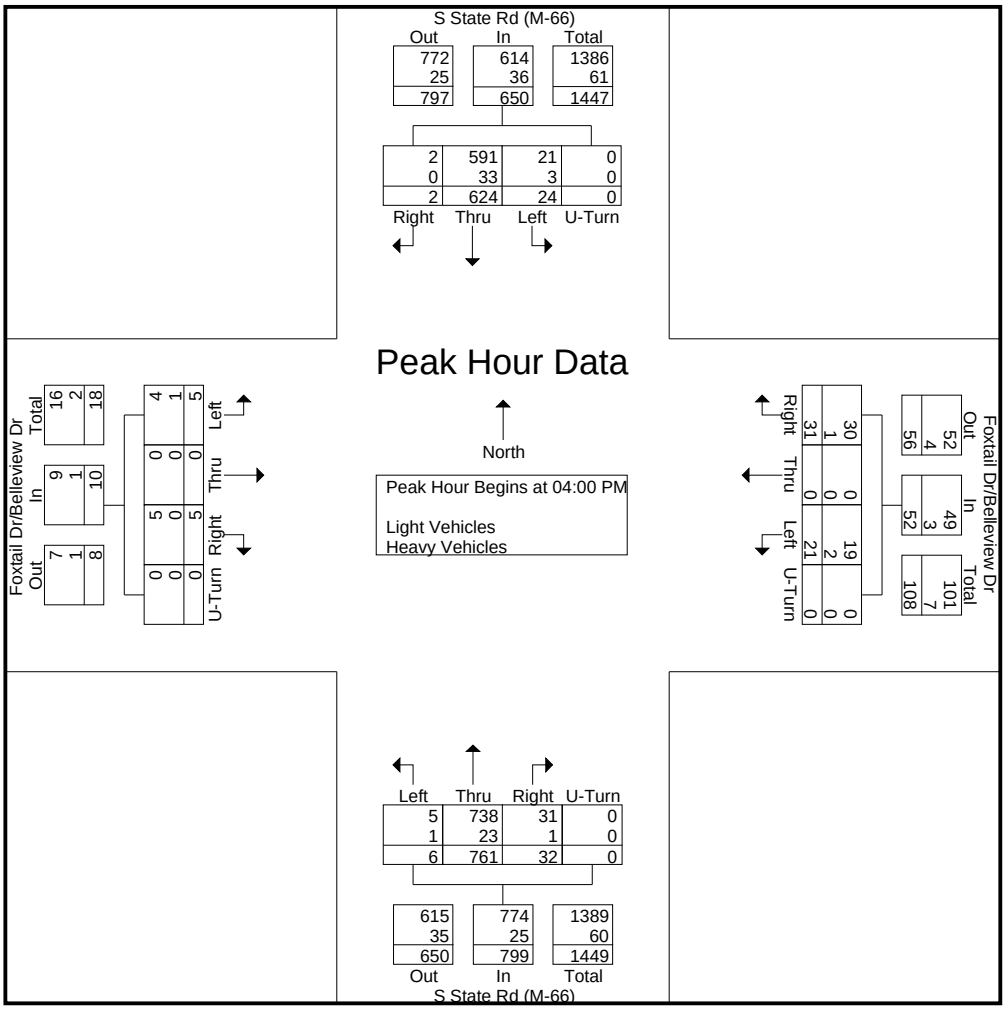
	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
04:00 PM	2	0	1	0	3	6	0	12	0	18	0	205	9	0	214	5	152	1	0	158	393
04:15 PM	0	0	2	0	2	5	0	7	0	12	4	171	5	0	180	7	149	0	0	156	350
04:30 PM	2	0	1	0	3	4	0	7	0	11	1	198	8	0	207	4	163	0	0	167	388
04:45 PM	1	0	1	0	2	6	0	5	0	11	1	187	10	0	198	8	160	1	0	169	380
Total	5	0	5	0	10	21	0	31	0	52	6	761	32	0	799	24	624	2	0	650	1511
05:00 PM	0	1	1	0	2	3	0	10	0	13	3	199	5	0	207	6	138	1	0	145	367
05:15 PM	0	0	0	0	0	5	0	3	0	8	1	189	3	0	193	2	146	1	0	149	350
05:30 PM	1	0	2	0	3	2	0	2	0	4	3	175	3	0	181	3	116	1	0	120	308
05:45 PM	0	0	0	0	0	3	0	1	0	4	2	170	10	0	182	5	118	2	0	125	311
Total	1	1	3	0	5	13	0	16	0	29	9	733	21	0	763	16	518	5	0	539	1336
Grand Total	6	1	8	0	15	34	0	47	0	81	15	1494	53	0	1562	40	1142	7	0	1189	2847
Apprch %	40	6.7	53.3	0		42	0	58	0		1	95.6	3.4	0		3.4	96	0.6	0		
Total %	0.2	0	0.3	0	0.5	1.2	0	1.7	0	2.8	0.5	52.5	1.9	0	54.9	1.4	40.1	0.2	0	41.8	
Light Vehicles	5	1	8	0	14	32	0	45	0	77	14	1450	52	0	1516	36	1086	6	0	1128	2735
% Light Vehicles	83.3	100	100	0	93.3	94.1	0	95.7	0	95.1	93.3	97.1	98.1	0	97.1	90	95.1	85.7	0	94.9	96.1
Heavy Vehicles	1	0	0	0	1	2	0	2	0	4	1	44	1	0	46	4	56	1	0	61	112
% Heavy Vehicles	16.7	0	0	0	6.7	5.9	0	4.3	0	4.9	6.7	2.9	1.9	0	2.9	10	4.9	14.3	0	5.1	3.9



TRUE DATA TO IMPROVE MOBILITY

File Name : 17419302 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419302
Start Date : 1/21/2026
Page No : 2

	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	**2**	0	1	0	**3**	**6**	0	**12**	0	**18**	0	**205**	9	0	**214**	5	152	**1**	0	158	**393**
04:15 PM	0	0	**2**	0	2	5	0	7	0	12	**4**	171	5	0	180	7	149	0	0	156	350
04:30 PM	2	0	1	0	3	4	0	7	0	11	1	198	8	0	207	4	**163**	0	0	167	388
04:45 PM	1	0	1	0	2	6	0	5	0	11	1	187	**10**	0	198	**8**	160	1	0	**169**	380
Total Volume	5	0	5	0	10	21	0	31	0	52	6	761	32	0	799	24	624	2	0	650	1511
% App. Total	50	0	50	0		40.4	0	59.6	0		0.8	95.2	4	0		3.7	96	0.3	0		
PHF	.625	.000	.625	.000	.833	.875	.000	.646	.000	.722	.375	.928	.800	.000	.933	.750	.957	.500	.000	.962	.961
Light Vehicles	4	0	5	0	9	19	0	30	0	49	5	738	31	0	774	21	591	2	0	614	1446
% Light Vehicles	80.0	0	100	0	90.0	90.5	0	96.8	0	94.2	83.3	97.0	96.9	0	96.9	87.5	94.7	100	0	94.5	95.7
Heavy Vehicles	1	0	0	0	1	2	0	1	0	3	1	23	1	0	25	3	33	0	0	36	65
% Heavy Vehicles	20.0	0	0	0	10.0	9.5	0	3.2	0	5.8	16.7	3.0	3.1	0	3.1	12.5	5.3	0	0	5.5	4.3

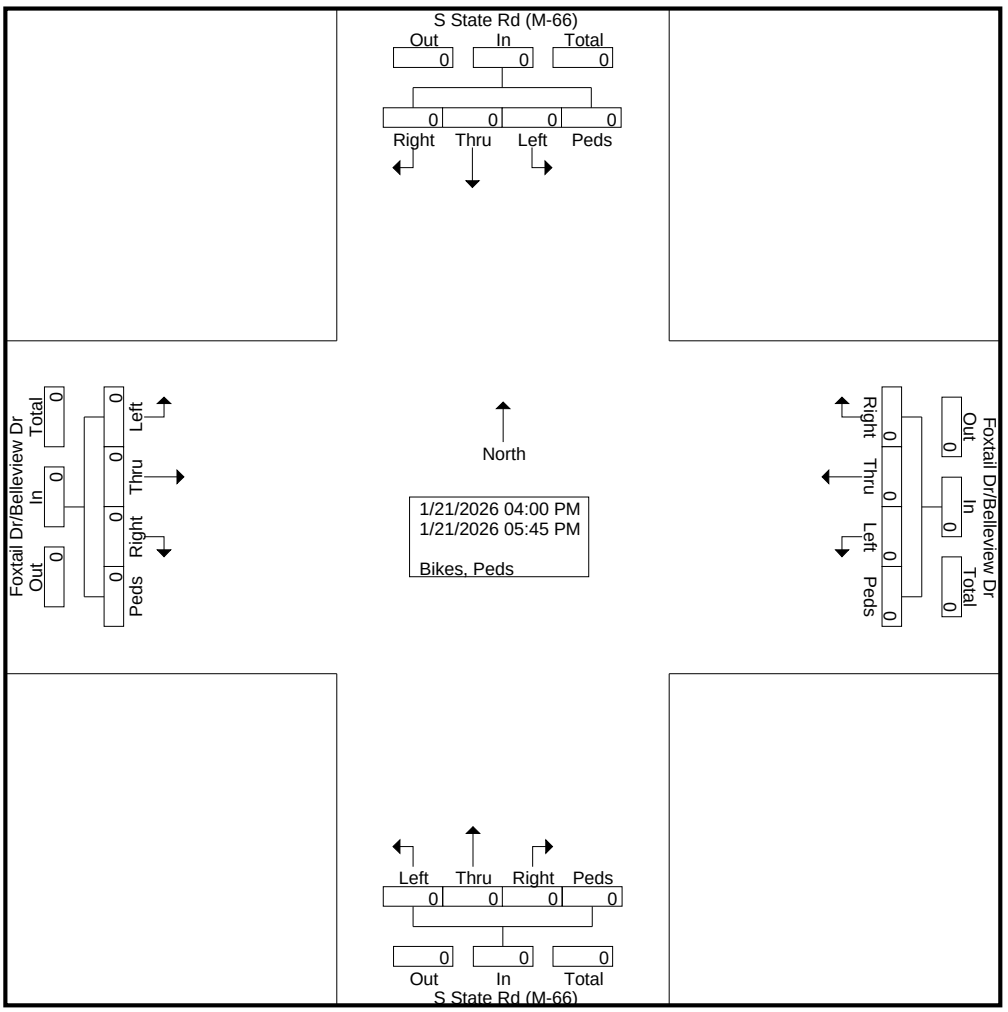


TRUE DATA TO IMPROVE MOBILITY

File Name : 17419302 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419302
Start Date : 1/21/2026
Page No : 1

Groups Printed- Bikes, Peds

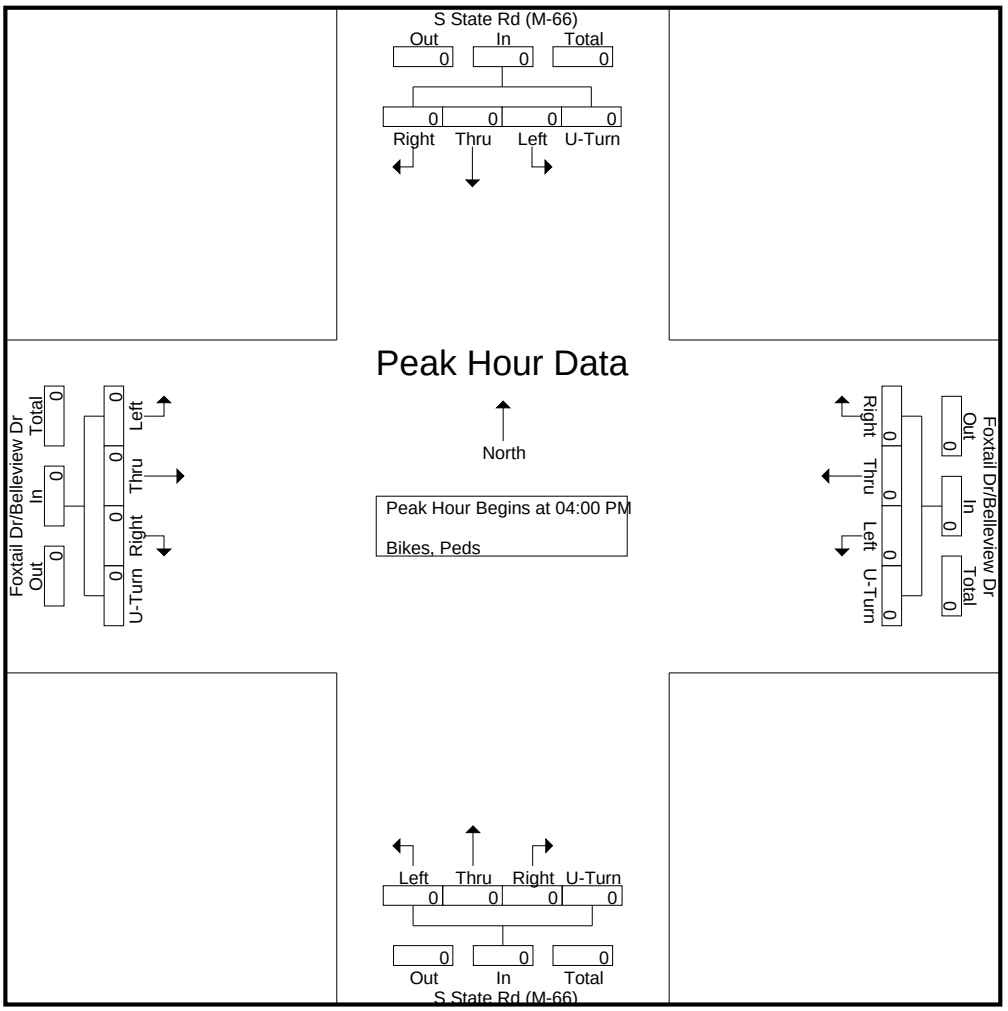
	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
Total %																					



TRUE DATA TO IMPROVE MOBILITY

File Name : 17419302 - S State Rd (M-66) -- Foxtail Dr_Belleview Dr
Site Code : 17419302
Start Date : 1/21/2026
Page No : 2

	Foxtail Dr/Belleview Dr Eastbound					Foxtail Dr/Belleview Dr Westbound					S State Rd (M-66) Northbound					S State Rd (M-66) Southbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% App. Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000



Disclaimer: The Michigan Department of Transportation (MDOT) works with individual agencies (cities/villages, counties, metropolitan planning organizations (MPOs), regional planning organizations (RPOs), and other areas of MDOT) to identify existing traffic count programs and/or traffic data. ... more

List View | Report Center

Record 1 of 1 Goto Record go

Location ID	34-0058	**MPO ID**	
Type	SPOT	**HPMS ID**	
On NHS	No	**On HPMS**	No
LRS ID	0504502	**LRS Loc Pt.**	12.962
SF Group	Urban (2025)	**Route Type**	M Rte
AF Group	South (2025)	**Route**	066
GF Group	Urban (2025)	**Active**	Yes
Class Dist Grp	2_066_015 (2025)	**Category**	Primary
Seas Clss Grp			
WIM Group			
QC Group	Default		
Fnct'l Class	(4) Minor Arterial	**Milepost**	
Located On	M-66		
Loc On Alias	M 66		
SW OF	W Riverside Dr		
More Detail			

STATION DATA

Directions: 2-WAY NB SB

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2025	18,394				17,322 (94%)	1,071 (6%)	
2024	18,403[3]		9	51	17,317 (94%)	1,086 (6%)	Grown from 2023
2023	18,385[3]		9	51	17,301 (94%)	1,084 (6%)	Grown from 2022
2022	17,919	1,691	9	51	16,853 (94%)	1,066 (6%)	
2021	16,519[3]		9	51	15,708 (95%)	811 (5%)	Grown from 2020

|<< < > >>| 1-5 of 17

VOLUME COUNT

	Date	Int	Total
	Wed 12/3/2025	15	19,019
	Tue 12/2/2025	15	19,723
	Wed 4/27/2022	15	19,952
	Tue 4/26/2022	15	19,377
	Tue 6/11/2019	15	20,489
	Mon 6/10/2019	15	20,934
	Tue 5/17/2016	60	23,021
	Mon 5/16/2016	60	22,943
	Wed 4/24/2013	60	23,496
	Tue 4/23/2013	60	22,696

VOLUME TREND

Year	Annual Growth
2025	0%
2024	0%
2023	3%
2022	8%
2021	14%
2020	-20%
2019	-7%
2018	0%
2017	1%

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An official website of the United States government Here's how you know

United States Census Bureau

QuickFacts

Ionia city, Michigan

What's New & FAQs

QuickFacts provides statistics for all states and counties. Also for cities and towns with a ***population of 5,000 or more***.

Enter state, county, city, town, or zip code -- Select a fact --

CLEAR TABLE MAP CHART MORE

Table

All Topics	Ionia city, Michigan
Population, Census, April 1, 2010	**11,394**
PEOPLE	
Population	
Population estimates, July 1, 2025, (V2025)	NA
Population estimates, July 1, 2024, (V2024)	12,265
Population estimates base, April 1, 2020, (V2025)	NA
Population estimates base, April 1, 2020, (V2024)	13,383
Population, percent change - April 1, 2020 (estimates base) to July 1, 2025, (V2025)	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	-8.4%
Population, Census, April 1, 2020	13,378
Population, Census, April 1, 2010	**11,394**
Age and Sex	
Persons under 5 years, percent	4.7%
Persons under 18 years, percent	14.8%
Persons 65 years and over, percent	12.2%
Female persons, percent	35.6%
Race and Hispanic Origin	
White alone, percent	73.9%
Black alone, percent (a)	12.8%
American Indian and Alaska Native alone, percent (a)	1.0%
Asian alone, percent (a)	0.0%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%
Two or More Races, percent	10.4%

Is this page helpful? Yes No

Level of Service Criteria for Stop Sign Controlled Intersections

The level of service criteria are given in Exhibit 20-2. As used here, control delay is defined as the total elapsed time from the time a vehicle stops at the end of the queue until the vehicle departs from the stop line; this time includes the time required for the vehicle to travel from the last-in-queue position to the first-in-queue position, including deceleration of vehicles from free-flow speed to the speed of vehicles in queue.

The average total delay for any particular controlled movement is a function three (capacity) factors: distribution of gaps in the major-street traffic stream, driver judgment in selecting gaps through which to execute the desired maneuvers, and the follow-up headways required by each driver in a queue.

The basic capacity model assumes gaps in the conflicting movements are randomly distributed. When traffic signals are present on the major street, upstream of the subject intersection, flows may not be random but will likely have some platoon structure. Although the procedures in this chapter provide a method for approximating the operations of a TWSC intersection with an upstream signal, the operations of such an intersection is arguably best handled by including it in a complete simulation

Exhibit 20-2. Level of Service Criteria for Stop-Controlled Intersections (Motor Vehciles)

LEVEL OF SERVICE	AVERAGE CONTROL DELAY (sec/veh)
A	$\leq$ 10
B	> 10 and $\leq$ 15
C	> 15 and $\leq$ 25
D	> 25 and $\leq$ 35
E	> 35 and $\leq$ 50
F	> 50

Average total delay less than 10 sec/veh is defined as Level of Service (LOS) A. Follow-up times of less than 5 sec have been measured when there is no conflicting traffic for a minor street movement, so control delays of less than 10 sec/veh are appropriate for low flow conditions. A total delay of 50 sec/veh is assumed as the break point between LOS E and F.

The LOS criteria for TWSC intersections differ somewhat from the criteria used in Chapter 19 for signalized intersections, primarily because user perceptions differ among transportation facility types. The expectation is that a signalized intersection is designed to carry higher traffic volumes and will present greater delay than an unsignalized intersection. Additionally, several driver behavior considerations combine to make delays at signalized intersections less onerous than at unsignalized intersections. For example, drivers at signalized intersections are able to relax during the red interval, where drivers on the minor approaches to unsignalized intersections must remain attentive to the task of identifying acceptable gaps and vehicle conflicts. Also, there is often much more variability in the amount of delay experienced by individual drivers at unsignalized than signalized intersections. For these reasons, it is considered that the total delay threshold for any given level of service is less for an unsignalized intersection than for a signalized intersection.

LOS F exists when there are insufficient gaps of suitable size to allow a side street demand to cross safely through a major street traffic stream. This level of service is generally evident from extremely long total delays experienced by side street traffic and by queueing on the minor approaches. The method, however, is based on a constant critical gap size - that is, the critical gap remains constant, no matter how long the side street motorist waits. LOS F may also appear in the form of side street vehicles' selecting smaller-than-usual gaps. In such cases, safety may be a problem and some disruption to the major traffic stream may result. It is important to note that LOS F may not always result in long queues but may result in adjustments to normal gap acceptance behavior. The latter is more difficult to observe on the field than queueing, which is more obvious.

Source: Highway Capacity Manual, 6th Edition. Transportation Research Board, National Research Council

Level of Service for Signalized Intersections

Level of service for signalized intersections is defined in terms of delay, which is a measure of driver discomfort and frustration, fuel consumption, and lost travel time. LOS can be characterized for the entire intersection, each intersection approach, and each lane group. Specifically, level-of-service (LOS) criteria are stated in terms of the average stopped delay per vehicle. The criteria are given in Exhibit 19-8. Delay may be measured in the field or estimated using procedures presented later in this chapter. Delay is a complex measure and is dependent on a number of variables, including the quality of progression, the cycle length, the green ratio, and the v/c ratio for the lane group in question.

LOS A describes operations with a control delay of 10 s/veh or less. This level is typically assigned when the volume-to-capacity ratio is low and either progression is extremely favorable or the cycle length is very short. If LOS A is the result of favorable progression, most vehicles arrive during a green indication and travel through the intersection without stopping.

LOS B describes operations with control delay between 10 and 20 s/veh. This level is typically assigned when the volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.

Exhibit 19.8. Level-of-Service Criteria for Signalized Intersections (Motorized Vehicles)

LEVEL OF SERVICE	STOPPED DELAY PER VEHICLE (SEC)
A	≤10.0
B	> 10.0 and ≤20.0
C	> 20.0 and ≤ 35.0
D	> 35.0 and ≤ 55.0
E	> 55.0 and ≤ 80.0
F	>80.0

1. If the v/c ratio for a lane group exceeds 1.0, a LOS F is assigned to the individual lane group. LOS for approach-based and intersection-wide assessments are determined solely by the control delay.

LOS C describes operations with control delay between 20 and 35 s/veh. This level is typically assigned when progression is favorable or the cycle length is moderate. Individual *cycle failures* (i.e. one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number if vehicle stopping is significant, although many vehicles still pass through the intersection without stopping.

LOS D describes operations with control delay between 35 and 55 s/veh. This level is typically assigned when when the volume-to-capacity ratio is high and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.

LOS E describes operations with control delay between 55 and 80 s/veh. This level is typically assigned when when the volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.

LOS F describes operations with control delay exceeding 80 s/veh or a volume-to-capacity ratio greater than 1.0. This level, considered to be unacceptable to most drivers, often occurs with over-saturation, that is, when arrival flow rates exceed the capacity of the intersection. This level is typically assigned when the volume-to-capacity ratio is high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.

Source: Highway Capacity Manual, 6th Edition. Transportation Research Board, National Research Council

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	0	14	20	0	24	1	482	18	15	610	1
Future Vol, veh/h	2	0	14	20	0	24	1	482	18	15	610	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	73	73	73	81	81	81	87	87	87
Heavy Vehicles, %	6	6	6	16	16	16	10	10	10	9	9	9
Mvmt Flow	3	0	23	27	0	33	1	595	22	17	701	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1333	1355	701	1344	1345	606	702	0	0	617	0	0
Stage 1	736	736	-	609	609	-	-	-	-	-	-	-
Stage 2	598	620	-	736	737	-	-	-	-	-	-	-
Critical Hdwy	7.16	6.56	6.26	7.26	6.66	6.36	4.2	-	-	4.19	-	-
Critical Hdwy Stg 1	6.16	5.56	-	6.26	5.66	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.16	5.56	-	6.26	5.66	-	-	-	-	-	-	-
Follow-up Hdwy	3.554	4.054	3.354	3.644	4.144	3.444	2.29	-	-	2.281	-	-
Pot Cap-1 Maneuver	129	147	432	120	142	472	859	-	-	930	-	-
Stage 1	405	419	-	459	464	-	-	-	-	-	-	-
Stage 2	482	474	-	390	405	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	117	144	432	111	139	472	859	-	-	930	-	-
Mov Cap-2 Maneuver	117	144	-	111	139	-	-	-	-	-	-	-
Stage 1	397	412	-	459	463	-	-	-	-	-	-	-
Stage 2	448	473	-	362	397	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	17.13	28.81	0.02	0.21
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	859	-	-	323	111	472	930	-	-
HCM Lane V/C Ratio	0.001	-	-	0.082	0.246	0.07	0.019	-	-
HCM Control Delay (s/veh)	9.2	-	-	17.1	47.5	13.2	8.9	-	-
HCM Lane LOS	A	-	-	C	E	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.9	0.2	0.1	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	5	21	0	31	6	761	32	24	624	2
Future Vol, veh/h	5	0	5	21	0	31	6	761	32	24	624	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	72	72	72	93	93	93	95	95	95
Heavy Vehicles, %	10	10	10	6	6	6	3	3	3	6	6	6
Mvmt Flow	6	0	6	29	0	43	6	818	34	25	657	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1539	1573	657	1556	1558	835	659	0	0	853	0	0
Stage 1	707	707	-	848	848	-	-	-	-	-	-	-
Stage 2	831	866	-	707	709	-	-	-	-	-	-	-
Critical Hdwy	7.2	6.6	6.3	7.16	6.56	6.26	4.13	-	-	4.16	-	-
Critical Hdwy Stg 1	6.2	5.6	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.2	5.6	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.59	4.09	3.39	3.554	4.054	3.354	2.227	-	-	2.254	-	-
Pot Cap-1 Maneuver	90	106	451	90	110	361	924	-	-	770	-	-
Stage 1	413	426	-	350	372	-	-	-	-	-	-	-
Stage 2	352	360	-	420	431	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	76	101	451	85	106	361	924	-	-	770	-	-
Mov Cap-2 Maneuver	76	101	-	85	106	-	-	-	-	-	-	-
Stage 1	400	412	-	348	369	-	-	-	-	-	-	-
Stage 2	308	357	-	400	417	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	35.3	37.14	0.07	0.36
HCM LOS	E	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	924	-	-	131	85	361	770	-	-
HCM Lane V/C Ratio	0.007	-	-	0.092	0.343	0.119	0.033	-	-
HCM Control Delay (s/veh)	8.9	-	-	35.3	67.9	16.3	9.8	-	-
HCM Lane LOS	A	-	-	E	F	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	1.3	0.4	0.1	-	-

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	L	TR	L	L
Maximum Queue (ft)	49	66	58	4	34
Average Queue (ft)	12	15	20	0	5
95th Queue (ft)	34	45	51	3	23
Link Distance (ft)	455	398			
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			75	500	500
Storage Blk Time (%)		0	0		
Queuing Penalty (veh)		0	0		

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	SB	SB
Directions Served	LTR	L	TR	L	L	T
Maximum Queue (ft)	54	46	71	23	46	4
Average Queue (ft)	7	14	23	2	11	0
95th Queue (ft)	31	38	54	13	35	3
Link Distance (ft)	454	398				629
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			75	500	500	
Storage Blk Time (%)		0	0			
Queuing Penalty (veh)		0	0			

Network Summary

Network wide Queuing Penalty: 0

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	0	50	20	0	24	10	489	18	15	619	10
Future Vol, veh/h	16	0	50	20	0	24	10	489	18	15	619	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	73	73	73	81	81	81	87	87	87
Heavy Vehicles, %	2	2	2	16	16	16	10	10	10	9	9	9
Mvmt Flow	27	0	83	27	0	33	12	604	22	17	711	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1374	1397	711	1385	1397	615	723	0	0	626	0	0
Stage 1	746	746	-	640	640	-	-	-	-	-	-	-
Stage 2	628	651	-	746	757	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.26	6.66	6.36	4.2	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.644	4.144	3.444	2.29	-	-	2.281	-	-
Pot Cap-1 Maneuver	123	141	433	112	132	467	844	-	-	923	-	-
Stage 1	405	421	-	441	449	-	-	-	-	-	-	-
Stage 2	471	465	-	385	396	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	110	136	433	88	127	467	844	-	-	923	-	-
Mov Cap-2 Maneuver	110	136	-	88	127	-	-	-	-	-	-	-
Stage 1	398	413	-	435	442	-	-	-	-	-	-	-
Stage 2	431	458	-	305	388	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	29.69	36.18	0.18	0.21
HCM LOS	D	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	844	-	-	253	88	467	923	-	-
HCM Lane V/C Ratio	0.015	-	-	0.434	0.312	0.07	0.019	-	-
HCM Ctrl Dly (s/v)	9.3	-	-	29.7	63.6	13.3	9	-	-
HCM Lane LOS	A	-	-	D	F	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	2.1	1.2	0.2	0.1	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	20	0	25	21	0	31	44	772	32	24	633	20
Future Vol, veh/h	20	0	25	21	0	31	44	772	32	24	633	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	72	72	72	93	93	93	95	95	95
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	6	6	6
Mvmt Flow	24	0	30	29	0	43	47	830	34	25	666	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1642	1676	666	1659	1680	847	687	0	0	865	0	0
Stage 1	717	717	-	942	942	-	-	-	-	-	-	-
Stage 2	925	959	-	717	738	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.16	6.56	6.26	4.13	-	-	4.16	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.554	4.054	3.354	2.227	-	-	2.254	-	-
Pot Cap-1 Maneuver	79	95	457	76	93	356	902	-	-	762	-	-
Stage 1	419	432	-	310	336	-	-	-	-	-	-	-
Stage 2	321	334	-	415	418	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	64	87	457	65	85	356	902	-	-	762	-	-
Mov Cap-2 Maneuver	64	87	-	65	85	-	-	-	-	-	-	-
Stage 1	405	418	-	294	319	-	-	-	-	-	-	-
Stage 2	268	317	-	374	404	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	55.83	49.91	0.48	0.35
HCM LOS	F	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	902	-	-	123	65	356	762	-	-
HCM Lane V/C Ratio	0.052	-	-	0.442	0.448	0.121	0.033	-	-
HCM Ctrl Dly (s/v)	9.2	-	-	55.8	99.2	16.5	9.9	-	-
HCM Lane LOS	A	-	-	F	F	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1.9	1.8	0.4	0.1	-	-

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	NB	SB
Directions Served	LTR	L	TR	L	TR	L
Maximum Queue (ft)	103	64	59	32	4	33
Average Queue (ft)	27	14	19	3	0	4
95th Queue (ft)	72	42	50	18	3	22
Link Distance (ft)	455	398			631	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			75	500		500
Storage Blk Time (%)		0	0			
Queuing Penalty (veh)		0	0			

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	L	TR	L	L
Maximum Queue (ft)	58	50	69	31	44
Average Queue (ft)	22	16	24	11	11
95th Queue (ft)	48	41	57	31	33
Link Distance (ft)	454	398			
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			75	500	500
Storage Blk Time (%)		0	0		
Queuing Penalty (veh)		0	0		

Network Summary

Network wide Queuing Penalty: 0

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	15	0	32	20	0	24	6	490	18	15	620	9
Future Vol, veh/h	15	0	32	20	0	24	6	490	18	15	620	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	73	73	73	81	81	81	87	87	87
Heavy Vehicles, %	2	2	2	16	16	16	10	10	10	9	9	9
Mvmt Flow	25	0	53	27	0	33	7	605	22	17	713	10

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1367	1389	713	1378	1388	616	723	0	0	627	0	0
Stage 1	747	747	-	631	631	-	-	-	-	-	-	-
Stage 2	620	642	-	747	757	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.26	6.66	6.36	4.2	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.644	4.144	3.444	2.29	-	-	2.281	-	-
Pot Cap-1 Maneuver	124	142	432	114	133	466	844	-	-	922	-	-
Stage 1	405	420	-	446	453	-	-	-	-	-	-	-
Stage 2	476	469	-	384	396	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	112	139	432	97	130	466	844	-	-	922	-	-
Mov Cap-2 Maneuver	112	139	-	97	130	-	-	-	-	-	-	-
Stage 1	397	412	-	442	449	-	-	-	-	-	-	-
Stage 2	438	465	-	330	388	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	29.09	32.76	0.11	0.21
HCM LOS	D	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	844	-	-	226	97	466	922	-	-
HCM Lane V/C Ratio	0.009	-	-	0.346	0.282	0.071	0.019	-	-
HCM Ctrl Dly (s/v)	9.3	-	-	29.1	56.1	13.3	9	-	-
HCM Lane LOS	A	-	-	D	F	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	1.5	1.1	0.2	0.1	-	-

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	0	15	21	0	31	25	773	32	24	635	18
Future Vol, veh/h	19	0	15	21	0	31	25	773	32	24	635	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	72	72	72	93	93	93	95	95	95
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	6	6	6
Mvmt Flow	23	0	18	29	0	43	27	831	34	25	668	19

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1604	1638	668	1621	1640	848	687	0	0	866	0	0
Stage 1	719	719	-	902	902	-	-	-	-	-	-	-
Stage 2	885	919	-	719	738	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.16	6.56	6.26	4.13	-	-	4.16	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.554	4.054	3.354	2.227	-	-	2.254	-	-
Pot Cap-1 Maneuver	84	100	456	81	98	355	902	-	-	761	-	-
Stage 1	418	431	-	327	351	-	-	-	-	-	-	-
Stage 2	338	349	-	413	418	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	70	94	456	73	92	355	902	-	-	761	-	-
Mov Cap-2 Maneuver	70	94	-	73	92	-	-	-	-	-	-	-
Stage 1	404	417	-	317	341	-	-	-	-	-	-	-
Stage 2	288	338	-	384	404	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	55.14	43.87	0.27	0.35
HCM LOS	F	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	902	-	-	111	73	355	761	-	-
HCM Lane V/C Ratio	0.03	-	-	0.368	0.401	0.121	0.033	-	-
HCM Ctrl Dly (s/v)	9.1	-	-	55.1	84.2	16.5	9.9	-	-
HCM Lane LOS	A	-	-	F	F	C	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.5	1.6	0.4	0.1	-	-

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	NB	SB
Directions Served	LTR	L	TR	L	TR	L
Maximum Queue (ft)	67	64	54	32	4	33
Average Queue (ft)	21	13	20	2	0	4
95th Queue (ft)	51	42	50	14	3	22
Link Distance (ft)	455	398			631	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			75	500		500
Storage Blk Time (%)		0	0			
Queuing Penalty (veh)		0	0			

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	WB	WB	NB	SB	SB
Directions Served	LTR	L	TR	L	L	T
Maximum Queue (ft)	58	42	74	28	44	4
Average Queue (ft)	17	15	23	8	11	0
95th Queue (ft)	42	39	56	26	34	3
Link Distance (ft)	454	398				629
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			75	500	500	
Storage Blk Time (%)		0	0			
Queuing Penalty (veh)		0	0			

Network Summary

Network wide Queuing Penalty: 0

Intersection	
Int Delay, s/veh	3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	0	50	20	0	24	10	489	18	15	619	10
Future Vol, veh/h	16	0	50	20	0	24	10	489	18	15	619	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	75	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	73	73	73	81	81	81	87	87	87
Heavy Vehicles, %	2	2	2	16	16	16	10	10	10	9	9	9
Mvmt Flow	27	0	83	27	0	33	12	604	22	17	711	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1374	1397	711	1385	1397	615	723	0	0	626	0	0
Stage 1	746	746	-	640	640	-	-	-	-	-	-	-
Stage 2	628	651	-	746	757	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.26	6.66	6.36	4.2	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.26	5.66	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.644	4.144	3.444	2.29	-	-	2.281	-	-
Pot Cap-1 Maneuver	123	141	433	112	132	467	844	-	-	923	-	-
Stage 1	405	421	-	441	449	-	-	-	-	-	-	-
Stage 2	471	465	-	385	396	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	110	136	433	88	127	467	844	-	-	923	-	-
Mov Cap-2 Maneuver	110	136	-	88	127	-	-	-	-	-	-	-
Stage 1	398	413	-	435	442	-	-	-	-	-	-	-
Stage 2	431	458	-	305	388	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	23.16	36.18	0.18	0.21
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	844	-	-	110	433	88	467	923	-	-
HCM Lane V/C Ratio	0.015	-	-	0.242	0.193	0.312	0.07	0.019	-	-
HCM Ctrl Dly (s/v)	9.3	-	-	47.7	15.3	63.6	13.3	9	-	-
HCM Lane LOS	A	-	-	E	C	F	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.9	0.7	1.2	0.2	0.1	-	-

Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	20	0	25	21	0	31	44	772	32	24	633	20
Future Vol, veh/h	20	0	25	21	0	31	44	772	32	24	633	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	75	0	-	75	500	-	-	500	-	150
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	72	72	72	93	93	93	95	95	95
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	6	6	6
Mvmt Flow	24	0	30	29	0	43	47	830	34	25	666	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1642	1676	666	1659	1680	847	687	0	0	865	0	0
Stage 1	717	717	-	942	942	-	-	-	-	-	-	-
Stage 2	925	959	-	717	738	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.16	6.56	6.26	4.13	-	-	4.16	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.16	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.554	4.054	3.354	2.227	-	-	2.254	-	-
Pot Cap-1 Maneuver	79	95	457	76	93	356	902	-	-	762	-	-
Stage 1	419	432	-	310	336	-	-	-	-	-	-	-
Stage 2	321	334	-	415	418	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	64	87	457	65	85	356	902	-	-	762	-	-
Mov Cap-2 Maneuver	64	87	-	65	85	-	-	-	-	-	-	-
Stage 1	405	418	-	294	319	-	-	-	-	-	-	-
Stage 2	268	317	-	374	404	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	48.29	49.91	0.48	0.35
HCM LOS	E	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	902	-	-	64	457	65	356	762	-	-
HCM Lane V/C Ratio	0.052	-	-	0.376	0.066	0.448	0.121	0.033	-	-
HCM Ctrl Dly (s/v)	9.2	-	-	91.9	13.4	99.2	16.5	9.9	-	-
HCM Lane LOS	A	-	-	F	B	F	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1.4	0.2	1.8	0.4	0.1	-	-

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	EB	WB	WB	NB	NB	SB
Directions Served	L	TR	L	TR	L	TR	L
Maximum Queue (ft)	44	60	64	59	36	4	33
Average Queue (ft)	10	19	14	19	4	0	4
95th Queue (ft)	34	44	42	50	20	3	21
Link Distance (ft)	455		398			631	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		75		75	500		500
Storage Blk Time (%)	0	0	0	0			
Queuing Penalty (veh)	0	0	0	0			

Network Summary

Network wide Queuing Penalty: 0

Intersection: 1: State Street (M-66) & Foxtail Drive/Belleview Drive

Movement	EB	EB	WB	WB	NB	SB
Directions Served	L	TR	L	TR	L	L
Maximum Queue (ft)	41	52	50	69	34	43
Average Queue (ft)	12	13	16	24	12	10
95th Queue (ft)	34	35	41	57	34	32
Link Distance (ft)	455		398			
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		75		75	500	500
Storage Blk Time (%)		0	0	0		
Queuing Penalty (veh)		0	0	0		

Network Summary

Network wide Queuing Penalty: 0

MASTER DEED

AUSTIN PINES WEST TOWNHOMES
A Condominium Project

Pursuant to the Condominium Act, Act 59, Public Acts of 1978
as amended, MCL 559.101, et seq.

Ionia County Condominium Subdivision Plan No. _____

(1) Master Deed establishing Austin Pines West Townhomes, a Condominium Project.

(2) Exhibit A to Master Deed: Austin Pines West Townhomes Condominium Bylaws.

(3) Exhibit B to Master Deed: Austin Pines West Townhomes Condominium Subdivision Plan.

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

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

Drafted By:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:
Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

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MASTER DEED

AUSTIN PINES WEST TOWNHOMES
A Condominium Project

(Act 59, Public Acts of 1978
as amended)

This Master Deed is signed on the _____ day of _____, 2026 by Green Development Ventures, LLC, a Michigan limited liability company, d.b.a. Allen Edwin Homes of 2186 East Centre Avenue, Portage, Michigan 49002 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing a residential attached conventional condominium project to be known as Austin Pines West Townhomes (the "Project"), according to development plans on file with the City of Ionia on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located thereon, as a condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act"). Developer declares that on the recording of this Master Deed, Austin Pines West Townhomes shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential attached conventional condominium. The twelve (12) Units that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan, Exhibit B. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

1.2 Co-Owner Rights. Each owner of a Unit (“Co-Owner” or “Owner”) shall have an exclusive property right to Co-Owner’s Unit, an undivided and inseparable right to the limited common elements which are appurtenant to that Unit, and an undivided and inseparable right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

1.3 Planned Unit Development. The Project is situated in a Planned Unit Development and is being developed consistent with a Planned Unit Development Ordinance for Austin Pines West Community approved by the City of Ionia on _____, 20__, which is fully incorporated by reference.

1.4 Master Declaration. This Project is part of the Austin Pines West Community and is subject to a Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, recorded in Ionia County Records on _____, 20__, as Document No. _____ which is fully incorporated by reference.

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ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the City of Ionia, County of Ionia, and State of Michigan, and described as follows:

[INSERT LEGAL DESCRIPTION]

2.2 Easements. The Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Condominium Subdivision Plan, Exhibit B and as described in Article VIII hereof.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Association, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) Act. "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) Austin Pines West and Austin Pines West Community. "Austin Pines West" and "Austin Pines West Community" each mean and include the lands described in the Master Declaration, which the Developer is developing, or hereafter may develop, for single-family residential purposes as, including, without limitation: (a) this Condominium;; and (b) Austin Pines West Place.

(c) Austin Pines West Community Association. "Austin Pines West Community Association" or "Master Association" means Austin Pines West Community Association, being the nonprofit corporation organized under Michigan law of which each of the Condominium Associations for the Condominium Projects developed in Austin Pines West, including, without limitation, this Condominium, and Austin Pines West Place, shall be members. Austin Pines West Community Association is the master community association which shall be responsible to: (a) own, insure, administer, operate, manage, maintain, repair and replace the non-public Austin Pines West improvements and amenities which are intended for the common use and benefit of this Condominium, and Austin Pines West Place, including, without limitation, certain of their individual Common Elements; (b) to establish from time to time such rules and regulations which are expected to promote the general welfare of Austin Pines West residents; and (c) to represent the interests of Austin Pines West before governmental and quasi-governmental bodies. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Austin Pines West Community Association Articles of Incorporation or Corporate Bylaws, or by the laws of Michigan.

(d) Association. "Association" or "Association of Co-owners" means Austin Pines West Townhomes Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(e) Association Bylaws. "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

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(f) 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 of this Master Deed.

(g) Condominium Bylaws. "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(h) Condominium Documents. "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(i) Condominium Property. "Condominium Property" or "Condominium Premises" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

(j) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(k) Condominium Unit. "Condominium Unit" or "Unit," means a condominium residence which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(m) Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community. "Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community" or "Master Declaration" means and refers to the Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community recorded in Ionia County Records on _____, 20__, as Document No. _____, which is fully incorporated by reference, which contains building and use restrictions, covenants and conditions which the Developer has imposed upon Austin Pines West in order to establish the Austin Pines West Community Association and provide for the administration, operation, insurance, maintenance, repair, replacement and, where applicable, ownership of the amenities and improvements in Austin Pines West which are intended for the common use and benefit of all residential developments in Austin Pines West, including, without limitation, this Condominium and Austin Pines West Place. This Master Deed is subordinate and subject to the Master Declaration in all respects thereto.

(n) Developer. "Developer" means Green Development Ventures, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(o) Development and Sales Period. "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that

was previously conveyed by Developer and then repurchased by Developer.

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

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

(r) Master Deed. "Master Deed" means this document, together with the exhibits attached to it, and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(s) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the General Common Elements of the Project.

(t) Planned Unit Development Ordinance. "Planned Unit Development Ordinance" or "PUD Agreement" means the Planned Unit Development Ordinance for Austin Pines West Community approved by the City of Ionia on _____, 20__, which is fully incorporated by reference.

(u) Project. "Project" or "Condominium" means Austin Pines West Townhomes, a residential condominium development established in conformity with the provisions of the Act.

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

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Section 4.2 or in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to beneficial easements for ingress, egress, and utility installation over, across and through non-Condominium property or individual Units in the Project;

(b) Driveways, Walkways and Landscaping. The private drive and the common walkways, lawns, trees, shrubs, screen fencing and other improvements or landscaped areas not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed.

(c) Street Lights. The street lighting system throughout the Project;

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(d) Improvements. The following elements, facilities, structures, improvements and features to be located in the Project, as listed:

(1) the pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services throughout the Project up to the point of entry for each Condominium Unit;

(2) foundations, supporting columns, perimeter walls and roofs, exterior surfaces such as siding, trim, facia, soffit and gutters of each Condominium Unit, but excluding windows and doors therein

(3) such elements, facilities, grounds, areas or other matters that are identified as a General Common Element on the Condominium Subdivision Plan, as amended; and

(4) such other elements not herein designated as General Common Elements and which are intended for the common use or are necessary to the existence, upkeep and safety of the Condominium Units.

(e) Gas. The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) Storm Drainage. The storm drainage and/or retention system throughout the Project;

(g) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Telecommunications. The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) Water. The underground sprinkling system (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries.

(j) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point where a sewer drain pipe enters the specific Condominium Unit which it exclusively serves.

(k) Entry Improvements. The entry signage and other improvements located at the entry to the Project (if any);

(l) Open Space. The Open Spaces throughout the Project, as depicted on the Condominium Subdivision Plan, Exhibit B;

(m) Mailbox. The cluster mailbox area serving the units.

(n) Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, 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, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority

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or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, 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 and Air Space. The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet below the surface, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and the space located within Unit boundaries, from and above a height of forty (40) feet above the surface, as shown on Exhibit B;

(c) Subsurface Improvements. The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) Water Wells/Water Service. The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit. The water service beginning at the stop box servicing each individual unit;

(e) Septic Systems/Sewer Service. The portion of a sewer drain pipe beginning at the point where such sewer drain pipe enters the specific Condominium Unit which it exclusively serves.

(f) Yard Areas. The portion of any yard area located between the Unit and the paved common roadway or otherwise designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) Individual Unit Improvements. The following elements, facilities, structures, grounds and improvements:

(1) Porches, Patios, Sunrooms, and Decks. Each porch, patio, sunroom, and deck is restricted in use to the Co-owner of the Units they serve.

(2) Air Conditioner Compressors. Each individual air conditioner compressor, its pad and other equipment and accessories related thereto together with the ground surface immediately below the pad, are restricted in use to the Unit which such air conditioner compressor serves.

(3) Windows, Screens and Doors. The windows, screens and doors which serve a Condominium Unit, are restricted in use to the Condominium Unit to which such windows, screens and doors are appurtenant.

(4) Fireplace and Chimney. Each individual fireplace combustion chamber and associated chimney, if any, are restricted in use to the specific Condominium Unit(s) they serve.

(5) Interior Surfaces. The interior surfaces of Condominium Unit perimeter walls, insulation, ceiling and floors shall be subject to the exclusive use and enjoyment of the Condominium Unit it serves.

(6) Utility Meters. Utility meters serving any Condominium Unit are

restricted in use to the Condominium Unit they serve.

(7) Electric, Gas and Water. The electric, gas and water systems from the point of the meter into the Condominium Unit which they serve are restricted in use to the Condominium Unit they serve.

(8) Heating and Cooling Systems. Each heating and cooling system including, without limitation, all equipment and ductwork related thereto are limited to the Condominium Unit served thereby.

(9) Driveways, Walkways and Garages. Driveways and garages (garage doors and opening mechanisms, if any) and walkways from a Condominium Unit that connect with a driveway or paved roadway shall be restricted in use to the Condominium Unit they serve.

(10) Sump Pumps. The sump pump, pit, and all sump related equipment shall be restricted in use to the Condominium Unit they serve.

(h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) Maintenance Responsibilities of the Condominium Units - Limited Common Elements. The Condominium Owner shall be responsible for the cost of repairing, replacing, maintaining, decorating, cleaning, related to the Condominium Units and all of its Limited Common Elements. Such responsibilities expressly include the cost of maintenance and repair of the driveways and sidewalks, water heaters, garage door systems, internal plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting and other items servicing a Condominium Unit that are not General Common Elements. Notwithstanding the previous sentences, the Condominium Association shall be responsible for snow plowing the driveways and clearing the front steps and walkways of each Condominium Unit.

Each Condominium Owner shall be responsible for payment of the utilities attributable to their Condominium Unit. In the event that certain utility services are not separately metered, the billings for such utilities shall be equally divided among all Condominium Owners; provided, however, that if any Condominium Owner uses a larger than normal amount of any utility service, that Condominium Owner shall be assessed a higher cost in pro-ration to that Condominium Owner's usage.

(b) Maintenance Responsibilities of General Common Elements. The Association shall be responsible for maintaining, landscaping, decorating, cleaning and snow removal of all General Common Elements, including, without limitation, the exterior and roof of the Condominium Buildings, snow removal from roadways throughout the Project, grass mowing, landscaping and grounds maintenance of the Condominium Property. The Association shall not be responsible for maintaining, decorating, cleaning, repairing, and replacing any item which is the responsibility of a Co-owner, as described in Sections 4.3 (a).

Except as set forth herein, the responsibility for Maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible. In addition to the foregoing, any common expenses incurred by the Association which are associated with the Maintenance of a Limited Common Element (where, for example, the Co-Owner fails to Maintain the Limited Common Elements) shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the percentage of value for each affected Unit.

(c) Unit Improvements. Unless otherwise stated in this Master Deed, Unit owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements within the boundaries of a Unit. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

4.4 Oversight Authority. While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(b) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner’s Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the City of Ionia.

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of such value which is assigned to each of the twelve (12) Condominium Units of the Project is described below. The determination of the Percentage of value Factor for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value Factor assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value Factor will be the same for each Unit. Therefore, based on twelve (12) Units, the percentage of value for each Unit is 8.4%.

5.3 Unit Modification. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors and assigns without the consent of any Co-owner, mortgagee or other interested 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 of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

5.4 Conditions Precedent. Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed 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 such amendments, and to have granted a Power of Attorney to the Developer and its successors for such

purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

ARTICLE VI

NON-EXPANDABILITY OF CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of twelve (12) Condominium Units and may, at the election of the Developer, be contracted to any lesser number of units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article 2.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII and Article X hereof, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units 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.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project 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 as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, 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.

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ARTICLE VIII

EASEMENTS

8.1 Encumbrances. The Condominium is established and exists subject to a Planned Unit Development Agreement, the Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, this Master Deed, all valid easements, rights-of-way and building and use restrictions, if any, of record in the Ionia County Register of Deeds on the date this Master Deed is recorded, and all valid governmental limitations as are applicable to the Condominium and/or the Condominium Premises. The Developer intends, and expressly reserves the rights, to: (a) if the Developer has not yet done so, record against the Condominium Premises in the Ionia County Records a Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, in such form and with such content as the Developer, in its sole discretion, shall determine, provided that its terms, covenant and conditions are consistent herewith and with the Disclosure Statement provided to Unit purchasers pursuant to the Act, together with a subordination of this Master Deed thereto; and (b) convey all individual Units by warranty deed subject to the foregoing exceptions.

8.2 Easements for Encroachments. 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 the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all of any portion of the land described in the Master Declaration; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

(c) for any other purpose beneficial to the Condominium Project.

Developer further reserves the right to grant additional easements on, over, under, across, and through the Condominium Property for utilities, amenities, improvements, and access purposes or as may otherwise be necessary or desirable in furtherance of the development, use, maintenance, or operation of the Project in the sole discretion of the Developer. All of the Co-owners and mortgagees of Units, and any other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment to this Master Deed or separate instrument intended by the Developer to effect the grant of any such easement, and the execution and recording thereof. Further, by accepting title, a mortgage, or any other interest in a Unit or the Project, all such interested persons shall be deemed to have irrevocably appointed the Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or instrument and all other documents necessary to effectuate the foregoing.

8.4 Easement Retained by Developer Over General Common Elements for Development, Construction and Sale. Unless and until dedicated to and accepted by the City or another municipal authority, the Developer, its successors and assigns, shall have a private non-exclusive easement for the unrestricted use of all unsold Units and the General Common Element land, parking areas and pedestrian walks for the purpose of: (a) developing, constructing and selling unsold Units and Condominium improvements; and (b) developing, constructing and erecting improvements upon, and selling condominium units and dwellings within any portion of the Contractible Area which is located outside this Condominium and/or any other portion(s) of Austin Pines West. The Developer's reserved rights include but are not limited to, the right, in furtherance of such development, construction and sales activities, to: (i) maintain and operate a sales office in the Condominium; (ii) post and maintain on Common Element lands, subject to compliance with any applicable City ordinance, sales advertising signs describing this Condominium and/or any other development within Austin Pines West; (iii) invite onto unsold Units and Common Element lands, and provide thereon temporary parking for, construction personnel and members of the general public who are interested in the purchase of a condominium unit or subdivision lot within Austin Pines West; (iv) utilize, and permit its invitees, contractors and construction personnel to utilize the utilities in the Condominium; and (v) generally, do all such things and utilize such of the Common Elements, not inconsistent with the use and enjoyment rights of existing Co-owners, as are necessary or beneficial to the efficient and orderly development, construction and sale of improvements within this Condominium and all other portions of Austin Pines West.

8.5 Easement Reserved for Developer for Contracted or Withdrawn Areas. If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project.

8.6 Developer Responsibility. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

8.7 Easement for Maintenance and Repair. Perpetual easements shall exist to, through, over, under and across the Condominium Property, including all Condominium Units, (i) in favor of the Developer, the Association and all Condominium Owners for the maintenance and repair (including replacement) of Common Elements of the Condominium Units, and (ii) in favor of the various utility companies providing service, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention, and communications, which utilities are sometimes collectively referred to in this Article VIII as "utilities" or "utility services." These easements include, without limitation, the right to obtain access to Common Elements located within any Condominium Unit or the appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.

Every portion of a Condominium Unit which contributes to the structural support of another Unit shall be burdened with an easement of structural support for the benefit such other Unit.

8.8 Repair and Replacement. The Developer retains for the benefit of itself, its agents, employees, independent contractors, successors and assigns and designated representatives and for the benefit of any appropriate utility company and to the burden of the Condominium, the right of ingress and egress to the Condominium Property and any Unit and the Limited Common Elements appurtenant thereto, for the purpose of exercising any of the Developer's rights described herein, including the right to (i) do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of its responsibilities, and (ii) such other access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

8.9 Connection of Utilities. The Developer reserves for the benefit of itself, its agents,

employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and across the Condominium Property and Condominium Unit and lay pipes, wires and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Condominium Property to service all or any portion of the condominium project.

8.10 Future Utility Easements. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Property to (i) appropriate governmental agencies or public utility companies, (ii) any property hereafter contracted out of the Condominium, or any other land adjacent to or in the vicinity of the Condominium now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the responsible use of, any Condominium Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Condominium Owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed, which amendment shall be recorded in the Ionia County Records. All of the Condominium Owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of their Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

8.11 Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way 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.

8.12 Modification of Easements. No easements or rights established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Condominium Owner and Mortgagee benefiting from such easement or right.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the County where the Project is located.

9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. An amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) Material Changes. An amendment may be made 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 of the Co-owners and to the extent required by

law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of expansion, contraction conversion, or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each first mortgage held.

(c) Compliance With Law. Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development and Sales Period, or for so long as there is any further possibility of expansion, contraction, or conversion of the Project, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.

(e) Consolidating Master Deed. An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

(f) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record (when required) shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

(b) Real Property Ownership. Upon recording a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property

which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recording a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

9.4 City Approval. No amendment may be made to this Master Deed or to other Condominium Documents for the purpose of modifying or eliminating the requirement for City approval of a matter which the City is required to approve, without the prior approval of the Planning Commission and City Council. The use of the Project is subject to the PUD Ordinance notwithstanding anything to the contrary in the Master Deed or Bylaws.

ARTICLE X

WITHDRAWAL OF PROPERTY

10.1 Withdrawal of Property.

(a) Withdrawal by Developer. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) Withdrawal by Association. If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units 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 register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

(c) Undeveloped Land. For purposes of this Section **Error! Reference source not found.**, "undeveloped land" does not include Units that are depicted or described on the Condominium Subdivision Plan pursuant to Section 66 as containing no vertical improvements.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

11.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

Green Development Ventures, LLC,
A Michigan limited liability company

By:_____
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the _____ day of _____, 2026, by Thomas M. Larabel, Vice President of Green Development Ventures, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

_____

Notary Public
_____ County, MI
Acting in the County of _____
My commission expires:

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EXHIBIT A

CONDOMINIUM BYLAWS

AUSTIN PINES WEST TOWNHOMES

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Austin Pines West Townhomes, a residential attached conventional condominium project located in the City of Ionia, Ionia County, Michigan (the "Project") is being developed in a single phase to comprise a maximum of twelve (12) Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

2.3 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 written evidence of ownership of a Condominium Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. The Developer shall be entitled to vote only those Units to which it still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

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2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project; or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 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 in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project.

3.5 Owner Control. If seventy-five percent (75%) of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

3.8 Electronic Participation. Electronic participation in meetings is governed by Article XIV below and the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

(a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;

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(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws, the PUD Ordinance or the Master Declaration, interpreting the covenants, conditions, and restrictions contained the Master Deed or these Bylaws, or setting the procedures governing the Association's enforcement of such covenants, conditions, and restrictions, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents and the imposition of late charges for nonpayment of assessments;

(e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with the Articles and Section XIII of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such records shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public

accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of $20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of these Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit, who must first obtain the written consent of the Association. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not

inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

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

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding $3,000 or $100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than $3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without

the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, assessments received from the Austin Pines West Community Association, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such containing common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the

purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest, late charges, and fines charged, imposed, or levied in accordance with the Condominium Documents; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The responsibility of Developer for assessments is as follows:

(a) Pre-Turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.

(c) Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.

5.7 Closing Assessments. At the time of transfer of ownership of any Unit by deed, land contract or other method, the purchaser of the Unit shall pay a non-refundable fee to the Condominium Association which shall initially be equal to twenty-five percent (25%) of the assessments for the applicable Unit in the year immediately preceding the sale, but which may be adjusted from time to time by the Board of Director, in its sole discretion. If and when the Board of Directors changes the amount of the Closing Assessment, notice of the change shall be delivered to all Co-owners and shall be effective ten (10) days after the date of such notice. This assessment shall not be refundable upon the resale of a Unit nor shall it be credited toward any future monthly assessments to be paid by a Co-owner on his or her Unit. The Closing Assessment provided for in this section shall not apply to the initial purchaser of brand new homes, but shall be applicable to all subsequent owners.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. 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 applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. It shall be the responsibility of each Co-owner to obtain casualty insurance coverage at his own expense for the personal property located within their Unit, or elsewhere on the Condominium, for personal liability and property damage for occurrences within their Unit or on the Limited Common Elements appurtenant to such Unit, and for alternative living expenses in the event of fire or casualty causing temporary loss of their Unit. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of right of subrogation as to any claims against any Co-owner of the Association for issued losses.

(b) Association Responsibility. The Association shall obtain and maintain insurance for damage or loss to the Units based upon the retail price of the Unit when purchased from the Developer. Each Co-owner shall be billed by the Association for the costs of such insurance for each individual Unit. If the Co-owner desires to maintain coverage in an amount greater than the scheduled policy amounts, such Co-owners shall so notify the Association in writing of such higher desired coverage, which will only be effective upon receipt of written confirmation of such increased coverage from the insurance carrier, and the Co-owner shall be responsible for the increased costs.

(c) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

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(d) Fidelity Insurance. The Association may obtain, if desired, 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.

(e) Power of Attorney. The Board of Directors is irrevocably appointed as 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 Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(f) Indemnification. 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 an 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, which rights are waived.

(g) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, however, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Association alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property. The Co-owner shall be responsible for the cost of any reconstruction or repair. The Co-owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of

reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the

proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

7.4 Architectural Review. Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of an approved common color asphalt shingles determined by the Review Committees or other approved constructions and materials. Driveways may be of cement and decorative fencing shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements. All residences will also meet or exceed all requirements of the City of Ionia.

(c) Improvements and Outbuildings. Each residence must be equipped with an attached garage of not less than one stall.

(d) Fencing. Fencing shall only be permitted in limited locations approved by the Review Committee.

(e) Lawn Care. All lawn care shall be performed by the Association.

(f) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage except for short periods of time reasonably necessary to permit collection. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

(g) Letter and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

(h) Rules and Regulations. The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

7.7 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

7.9 Committee Appointment. Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

7.10 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. While the City of Ionia residential zoning standards may permit uses other than single-family residential uses, the

Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. 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 or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws. Notwithstanding the foregoing, all rentals shall be subject to Section 10.5 of these Bylaws.

(c) Nuisances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, 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 Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere 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 violate any law.

(e) Signs. No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

(f) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of Developer or the Review Committee.

(g) Satellite Dishes and Solar Panels. No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

(h) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction 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 appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

(i) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

(j) Pets and Animals. No animals, or birds or fowl may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the

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Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(k) Recreational Vehicles. No recreational vehicles, boats or trailers shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(l) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(m) Application of Restrictions. Absent an election to arbitrate pursuant to 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 in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(n) Vehicle Parking. Disabled or unlicensed vehicles may not be parked outside. Vehicles (limited in number to the number of garage stalls) may be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

(o) Commercial Vehicles. No Unit Owner may park any vehicle with commercial or business identification, or any vehicle other than one normally and commonly used for personal transportation on any Unit, except in the garage.

(p) Registered Sex Offenders. No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

8.6 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Co-owner in the Project, consistent with Article XIII of the Articles of Incorporation.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction, including actual attorneys' fees. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

8.9 Developer Approvals. During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer.

The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Project as a whole.

8.10 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

8.11 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the register of deeds office for the County where the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

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ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) Inspection and Notice. Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) Exemption from Restrictions. A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

10.2 Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

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10.3 Remedies of Association. If the Association determines that any tenant or non Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate 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 Section may be by summary proceeding. 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 the Condominium Project.

10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

10.5 Reserved Rights of Developer. The Developer may lease any number of Units in the Project in its discretion without approval by the Association.

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

11.3 Association Purchase Option. If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or

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between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

12.2 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) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner 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) Association's Option. 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.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

CIVIL ACTIONS

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(a) It is in the best interests of the corporation to file a lawsuit;

(b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(c) Litigation is the only prudent, feasible and reasonable alternative; and

(d) The Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(a) The number of years the Litigation Attorney has practiced law; and

(b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.

(3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The Litigation Attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board consults for that purpose. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement

alternatives. The independent expert opinion shall be sent to the members with the written notice of the Litigation Evaluation Meeting.

(d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board is not retained, the Litigation Special Assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("reporting period").

(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation;

(2) The status of settlement efforts, if any; and

(3) The Attorney's Written Report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

ARTICLE XIV

ELECTRONIC PARTICIPATION

A shareholder, member, or proxy holder may participate in a meeting of shareholders or members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

(a) All participants shall be advised of the means of remote communication.

(b) Participation in a meeting under this section constitutes presence in person at the meeting.

(c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.

(d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:

(1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.

(2) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.

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(3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XV

DEFAULT AND REMEDIES

15.1 General. In the event of any default by a Co-owner, including any breach, violation, or failure to comply with any of the terms or provisions of the Condominium Documents arising out of the condition of a Co-owner's Unit or the acts or neglects of a Co-owner or any of their family, tenants, invitees, or guests on or about the Condominium Property, the Association, acting through its Board of Directors, may:

(a) subject to **Error! Reference source not found.**, if applicable, bring an action against the Co-owner to recover sums for damages, injunctive relief, foreclosure of a lien (if the default is in the payment of an assessment), or any combination thereof;

(b) if the Association is successful in a proceeding arising because of the default, recover the costs of the proceeding and actual attorneys' fees from the Co-owner;

(c) impose late charges against the Co-owner for nonpayment of assessments; and

(d) levy fines against the Co-owner after notice and an opportunity for a hearing thereon.

15.2 Procedures. Any levying of fines shall only be to the extent established by duly adopted Rules and Regulations of the Association.

15.3 Notice & Hearing. On any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Section 2.4 above.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice. The offending Co-owner may, at their option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to a notice of violation constitutes a default.

(d) Hearing and Decision. On appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

15.4 Continuous or Recurring Defaults. If a fine has been levied by the Board in accordance with the Rules and Regulations of the Association for a continuous or recurring default, then each day from the levying of the fine until the correction of the default to the Board's satisfaction may be deemed a separate instance of the same default, and fines may be levied by the Board in accordance with the Rules and Regulations of the Association for each such instance without further notice or opportunity for a hearing.

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15.5 Collection. Any late charge imposed against a Co-owner or fine levied against a Co-owner shall be deemed to have been specially assessed against the Co-owner's Unit. Any failure to pay such late charge, fine, or assessment when due will subject the Co-owner to all of the liabilities set forth in the Condominium Documents, including, without limitation, those described in **Error! Reference source not found.**.

15.6 Developer Exempt from Late Charges and Fines. The Association shall not be entitled to impose late charges or levy fines against the Developer for any violation of the Condominium Documents.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

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

16.3 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

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

16.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed. No amendment may be made to these Bylaws or to other Condominium Documents for the purpose of modifying or eliminating the requirement for City approval regarding a matter which the City is required to approve, without the prior approval of the City Planning Commission and City Council. The use of the Project is subject to the Planned Unit Development Ordinance notwithstanding anything to the contrary in the Master Deed or these Bylaws.

16.5 Conflicting Provisions. In the event of a conflict between 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 a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

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

(2) these Condominium Bylaws;

(3) the Articles of Incorporation of the Association;

(4) the Association (Corporate) Bylaws; and

(5) the Rules and Regulations of the Association.

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MASTER DEED

AUSTIN PINES WEST PLACE

A Site Condominium Project

Pursuant to the Condominium Act, Act 59, Public Acts of 1978
as amended, MCL 559.101, et seq.

Ionia County Condominium Subdivision Plan No. _____

(1) Master Deed establishing Austin Pines West Place, a Site Condominium Project.

(2) Exhibit A to Master Deed: Austin Pines West Place Condominium Bylaws.

(3) Exhibit B to Master Deed: Austin Pines West Place Condominium Subdivision Plan.

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

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

Drafted By:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:
Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

MASTER DEED

AUSTIN PINES WEST PLACE

A Site Condominium Project

(Act 59, Public Acts of 1978
as amended)

This Master Deed is signed on the _____ day of _____, 2026 by Green Development Ventures, LLC, a Michigan limited liability company, d.b.a. Allen Edwin Homes of 2186 East Centre Avenue, Portage, Michigan 49002 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing a site condominium project to be known as Austin Pines West Place (the "Project"), according to development plans on file with the City of Ionia on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located thereon, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential site condominium project. The forty-seven (47) building sites (the "Units") that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

1.2 Co-Owner Rights. Each owner of a Unit ("Co-Owner" or "Owner") shall have an exclusive property right to Co-Owner's Unit, an undivided and inseparable right to the limited common elements which are appurtenant to that Unit, and an undivided and inseparable right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

1.3 Planned Unit Development. The Project is situated in a Planned Unit Development and is being developed consistent with a Planned Unit Development Ordinance for Austin Pines West Community approved by the City of Ionia on _____, 20___, which is fully incorporated by reference.

1.4 Master Declaration. This Project is part of the Austin Pines West Community and is subject to a Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, recorded in Ionia County Records on _____, 20__, as Document No. _____, which is fully incorporated by reference.

ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the City of Ionia, County of Ionia, and State of Michigan, and described as follows:

[PHASE 1 LEGAL DESCRIPTION]

2.2 Easements. The Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Condominium Subdivision Plan, Exhibit B and as described in Article VIII hereof.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Association, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) Act. "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) Austin Pines West and Austin Pines West Community. "Austin Pines West" and "Austin Pines West Community" each mean and include the lands described in the Master Declaration, which the Developer is developing, or hereafter may develop, for single-family residential purposes as, including, without limitation: (a) this Condominium; and (b) Austin Pines West Townhomes.

(c) Austin Pines West Community Association. "Austin Pines West Community Association" or "Master Association" means Austin Pines West Community Association, being the nonprofit corporation organized under Michigan law of which each of the Homeowners Associations for the Condominium Projects developed in Austin Pines West, including, without limitation, this Condominium, and Austin Pines West Townhomes, shall be members. Austin Pines West Community Association is the master community association which shall be responsible to: (a) own, insure, administer, operate, manage, maintain, repair and replace the non-public Austin Pines West improvements and amenities which are intended for the common use and benefit of this Condominium and Austin Pines West Townhomes, including, without limitation, certain of their individual Common Elements; (b) to establish from time to time such rules and regulations which are expected to promote the general welfare of Austin Pines West residents; and (c) to represent the interests of Austin Pines West before governmental and quasi-governmental bodies. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Austin Pines West Community Association Articles of Incorporation or Corporate Bylaws, or by the laws of Michigan.

Commented [GS1]: In light of HEPA, I would avoid using "Homeowners Association" in the name of the Association or in reference to the Association.

(d) Association. "Association" or "Association of Co-owners" means Austin Pines West Place Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

Commented [GS2]: In light of HEPA, I would avoid using "Homeowners Association" in the name of the Association or in reference to the Association.

(e) Association Bylaws. "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(f) 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 of this Master Deed.

(g) Condominium Bylaws. "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(h) Condominium Documents. "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(i) Condominium Property. "Condominium Property" or "Condominium Premises" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

(j) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(k) Condominium Unit. "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(m) Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community. "Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community" or "Master Declaration" means and refers to the Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community recorded in Ionia County Records on _____, 20__, as Document No. _____, which is fully incorporated by reference, which contains building and use restrictions, covenants and conditions which the Developer has imposed upon Austin Pines West in order to establish the Austin Pines West Community Association and provide for the administration, operation, insurance, maintenance, repair, replacement and, where applicable, ownership of the amenities and improvements in Austin Pines West which are intended for the common use and benefit of all residential developments in Austin Pines West, including, without limitation, this Condominium and Austin Pines West Townhomes. This Master Deed is subordinate and subject to the Master Declaration in all respects thereto.

(n) Developer. "Developer" means Green Development Ventures, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(o) Development and Sales Period. "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

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

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

(r) Master Deed. "Master Deed" means this document, together with the exhibits attached to it, and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(s) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(t) Planned Unit Development Ordinance. "Planned Unit Development Ordinance" or "PUD Agreement" means the Planned Unit Development Ordinance for Austin Pines West Community approved by the City of Ionia on _____, 20__, which is fully incorporated by reference.

(u) Project. "Project" or "Condominium" means Austin Pines West Place, a residential site condominium development established in conformity with the provisions of the Act.

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

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to beneficial easements for ingress, egress and utility installation over, across and through non-Condominium property or individual Units in the Project;

(b) Improvements. The private roadways; the common walkways (if any); and the lawns, trees, shrubs, and other improvements or landscaped areas not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed.

(c) Electrical. The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) Gas. The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Storm Drainage. The storm drainage and/or retention system throughout the Project;

(f) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) Telecommunications. The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Water. The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) Sanitary Sewer. The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) Entry Improvements. The entry signage and other improvements located at the entry to the Project (if any);

(k) Mailbox. The cluster mailbox area, if any, serving the Units.

(l) Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, 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, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, 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 and Air Space. The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet below the surface, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and the space located within Unit boundaries, from and above a height of forty (40) feet above the surface, as shown on Exhibit B;

(c) Subsurface Improvements. The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) Water Wells/Water Service. The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(e) Septic Systems. The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit. The Sewer Service beginning at the point of lateral connection for service to an individual Unit;

(f) Yard Areas. The portion of any yard area located between the Unit and the paved common roadway or otherwise designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) Delivery Boxes. The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;

(h) Driveways and Sidewalks. The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and

(i) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) Limited Common Elements. Except as provided in this Subsection, each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's Unit.

(b) Unit Improvements. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. Unless otherwise stated in this Master Deed, each Co-owner shall be responsible for the maintenance, repair, and replacement of all structures and improvements within their Unit, the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit, and the maintenance and mowing of all yard areas within their Unit. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(c) General Common Elements. Except as set forth herein, the responsibility for maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible for the cost and, at the option of the Association, the performance thereof. In addition to the foregoing, any common expenses incurred by the Association which are associated with the maintenance of a Limited Common Element (where, for example, the Co-Owner fails to maintain the Limited Common Elements) shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the Percentage of Value for each affected Unit.

4.4 Oversight Authority. While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(b) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT, SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the City of Ionia. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of such value which is assigned to each of the forty-seven (47) Condominium Units of the Project is described below. The determination of the Percentage of Value for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value will be equal and the same for each Unit. Therefore, based on forty-seven (47) Units, the percentage of value for each Unit is 2.13%.

5.3 Subdivision, Consolidation and Other Modifications of Units. Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(i) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(ii) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which it owns which are separated only by a Unit perimeter boundary. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iii) Relocate Boundaries. Relocate any boundaries between adjoining Units which it owns. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iv) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be according to the method or formula used to determine the Percentages of Value in Section 5.2, but otherwise within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may

determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

(b) By Co-owner. The Co-owner(s) of one or more Units may take the following actions:

(i) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating Percentages of Value if and to the extent in accordance with the method or formula used to determine the Percentages of Value in Section 5.2, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, however, until such amendment is recorded in the Office of the Ionia County Register of Deeds.

(ii) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon approval of the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide their Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall divide the Percentages of Value assigned to the original Unit in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. Subdivision shall not be made until the amendment is recorded in the Office of the Ionia County Register of Deeds.

(iii) Consolidate Contiguous Units. If a Co-owner owns adjoining Units, the Co-owner may consolidate these adjoining Units upon written request to the Association. If the consolidation is approved, the President of the Association shall cause to be prepared an amendment to the Master Deed duly effecting such consolidation, identifying the Units involved, and combining the Percentages of Value in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. The Co-owner requesting consolidation of the Units shall bear all costs of such amendment. The consolidation shall not be made until the amendment is recorded in the Office of the Ionia County Register of Deeds.

(c) Limited Common Elements. Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article V.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of forty-seven (47) condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of eighty-four (84) Units. Additional Units, if any, will be established on all or some portion of the land designated on Exhibit B as the future development area (the "Future Development Area"). The Future Development Area is legally described as follows:

[INSERT PROJECT FDA LEGAL DESCRIPTION]

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future

Development Area and the establishment of Units in that area; provided that if Section 32(c) of the Act (MCL 559.132(c)) is amended after the initial recording of this Master Deed to increase the time limit within which a master deed may provide for expansion of a condominium project beyond the currently applicable six-year period, then such period shall be deemed to be automatically extended in like fashion to take advantage of such increase in time. Developer will determine the nature, location, size, types, compatibility, and dimensions of the Units and other structures and improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular structures or improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Co-owner, mortgagee, or other interested person. All of the Co-owners and mortgagees of Units, and any 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 of this Master Deed to effectuate the foregoing, and the execution and recording thereof. Further, by accepting title, a mortgage, or any other interest in a Unit or the Project, all such interested persons shall be deemed to have irrevocably appointed the Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions, redefinitions, and assignments of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, 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 intent of this section, including, but not limited to, the connection of roadways or walkways in the Project to any roadways or walkways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of forty-seven (47) Condominium Units and may, at the election of the Developer, be contracted to any lesser number of Units.

7.2 Withdrawal of Units. The Developer may exercise its right to contract and withdraw land from the Project from time to time within a period ending not later than six (6) years after the initial recording of the Master Deed, at which time such right will expire. If the Developer exercises such right, then the Developer may withdraw from the Project all or any portion of the lands described in Article II and reduce the number of Units in the Project; provided, that no Unit or portion thereof which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the signed and written consent of the Co-owner or purchaser of such Unit and the holder of any first mortgage of record against such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII, there are no restrictions or limitations on the right of the Developer to contract or withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units 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.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project 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 as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will be deemed nonmaterial and, in accordance with Section 9.1 or Section 9.2(a) of this Master Deed, will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, 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 VIII

EASEMENTS

8.1 Encumbrances. The Condominium is established and exists subject to a Planned Unit Development, the Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, this Master Deed, all valid easements, rights-of-way and building and use restrictions, if any, of record in the Ionia County Register of Deeds on the date this Master Deed is recorded, and all valid governmental limitations as are applicable to the Condominium and/or the Condominium Premises. The Developer intends, and expressly reserves the rights, to:

(a) if the Developer has not yet done so, record against the Condominium Premises in the Ionia County Records a Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, in such form and with such content as the Developer, in its sole discretion, shall determine, provided that its terms, covenant and conditions are consistent herewith and with the Disclosure Statement provided to Unit purchasers pursuant to the Act, together with a subordination of this Master Deed thereto; and (b) convey all individual Units by warranty deed subject to the foregoing exceptions.

8.2 Easements for Encroachments. 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 the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in the Master Declaration; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

(c) for any other purpose beneficial to the Condominium Project.

Developer further reserves the right to grant additional easements on, over, under, across, and through the Condominium Property for utilities, amenities, improvements, and access purposes or as may otherwise be necessary or desirable in furtherance of the development, use, maintenance, or operation of the Project in the sole discretion of the Developer. All of the Co-owners and mortgagees of Units, and any other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment to this Master Deed or separate instrument intended by the Developer to effect the grant of any such easement, and the execution and recording thereof. Further, by accepting title, a mortgage, or any other interest in a Unit or the Project, all such interested persons shall be deemed to have irrevocably appointed the Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or instrument and all other documents necessary to effectuate the foregoing.

8.4 Easement Reserved for Unexercised Future Development Area. If any portion of the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master Deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.

Commented [KW3]: Grant - This Section was deleted from Alderwood, but I don't know why. You restored it in Dutton Center… Do you think I should restore it here?

If so, should I consider this standard language for these mixed-use community projects?

Commented [GS4R3]: I do not know why it was deleted either. It seems to benefit the Developer. Unless there was another business reason for deleting it, I would recommend restoring it.

8.5 Easement Retained by Developer Over General Common Elements for Development, Construction and Sale. Unless and until dedicated to and accepted by the City or another municipal authority, the Developer, its successors and assigns, shall have a private non-exclusive easement for the unrestricted use of all unsold Units and the General Common Element land, parking areas and pedestrian walks for the purpose of: (a) developing, constructing and selling unsold Units and Condominium improvements; and (b) developing, constructing and erecting improvements upon, and selling condominium units and dwellings within any portion of the Contractible Area which is located outside this Condominium and/or any other portion(s) of Austin Pines West. The Developer's reserved rights include but are not limited to, the right, in furtherance of such development, construction and sales activities, to: (i) maintain and operate a sales office in the Condominium; (ii) post and maintain on Common Element lands, subject to compliance with any applicable City ordinance, sales advertising signs describing this Condominium and/or any other development within Austin Pines West; (iii) invite onto unsold Units and Common Element lands, and provide thereon temporary parking for, construction personnel and members of the general public who are interested in the purchase of a condominium unit or subdivision lot within Austin Pines West; (iv) utilize, and permit its invitees, contractors and construction personnel to utilize the utilities in the Condominium; and (v) generally, do all such things and utilize such of the Common Elements, not inconsistent with the use and enjoyment rights of existing Co-owners, as are necessary or beneficial to the efficient and orderly development, construction and sale of improvements within this Condominium and all other portions of Austin Pines West.

8.6 Easement Reserved for Developer for Contracted or Withdrawn Areas. If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project.

8.7 Developer Responsibility. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

8.8 Repair and Replacement. The Developer retains for the benefit of itself, its agents, employees, independent contractors, successors and assigns and designated representatives and for the benefit of any appropriate utility company and to the burden of the Condominium, the right of ingress and egress to the Condominium Property and any Unit and the Limited Common Elements appurtenant thereto, for the purpose of exercising any of the Developer's rights described herein, including the right to (i) do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of its responsibilities, and (ii) such other access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

8.9 Connection of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and across the Condominium Property and Condominium Unit and lay pipes, wires and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Condominium Property to service all or any portion of the Condominium Project.

8.10 Future Utility Easements. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Property to (i) appropriate governmental agencies or public utility companies, (ii) any property hereafter contracted out of the Condominium, or any other land adjacent to or in the vicinity of the Condominium now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the responsible use of, any Condominium Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed, which amendment shall be recorded in the Kent County Records. All of the Co-owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of their Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Commented [KW5]: Grant - This Section was added in Alderwood. You also added it into Dutton Center. It includes a reference to contraction rights. Should I flag this provision as one that should be standard for these mixed-development type communities?

Commented [GS6R5]: This paragraph seems to benefit the Developer (both directly and indirectly, through the Association), so I would recommend keeping it. There may be overlap with other provisions, in which case, it may be better to integrate this paragraph with those provisions.

8.11 Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way 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.

8.12 Modification of Easements. No easements or rights established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and mortgagee benefiting from such easement or right.

Commented [KW7]: Grant - These Sections are from Alderwood. You also added them into Dutton Center. Should I flag these provisions as standard provisions to be included in all mixed-use developments, going forward?

Commented [GS8R7]: As above, these paragraphs seem to benefit the Developer, so I would recommend keeping them. There may be overlap with other provisions, in which case, it may be better to integrate these paragraphs with those provisions.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the County where the Project is located.

9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. An amendment may be made by the Association or the Developer without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) Material Changes. An amendment may be made 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 of the votes of the Co-owners and to the extent required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without their consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of expansion, contraction, conversion, or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this Subsection, a mortgagee shall have one vote for each first mortgage held.

(c) Compliance With Law. Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development

and Sales Period, or for so long as there is any further possibility of expansion, contraction, or conversion of the Project, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.

(e) Consolidating Master Deed. An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

(f) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record (when required) shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees of a first mortgage of record against a Unit, in the following manner:

(a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

(b) Real Property Ownership. Upon recording a document terminating the Project, the Condominium Property shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the Condominium Property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recording a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

ARTICLE X

WITHDRAWAL OF PROPERTY

10.1 Withdrawal of Property.

(a) Withdrawal by Developer. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of recording of this Master Deed, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owner, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions

permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) Withdrawal by Association. If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in Section 10.1(a) expire, the Association, by an affirmative two-thirds majority vote of Co-owners in good standing, may declare that the undeveloped land shall remain part of the Project, but shall revert to the General Common Elements. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped Units to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped Units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

(c) Undeveloped Land. For purposes of this Section 10.1, "undeveloped land" does not include Units that are depicted or described on the Condominium Subdivision Plan pursuant to Section 66 as containing no vertical improvements.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

11.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

Green Development Ventures, LLC,
a Michigan limited liability company

By: _____
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the _____ day of _____, 2026, by Thomas M. Larabel, Vice President of Green Development Ventures, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

_____
Notary Public
_____ County, MI
Acting in the County of _____

My commission expires: _____

EXHIBIT A

CONDOMINIUM BYLAWS

AUSTIN PINES WEST PLACE

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Austin Pines West Place, a residential site condominium project located in the City of Ionia, Ionia County, Michigan (the "Project") is being developed in successive phases to comprise a maximum of eighty-four (84) building sites (the "Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

2.3 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 written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal

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entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project; or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 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 in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before

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conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If seventy-five percent (75%) of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

3.8 Electronic Participation. Electronic participation in meetings is governed by Article XIV below and the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

(a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws, the PUD Ordinance or the Master Declaration, interpreting the covenants, conditions, and restrictions contained the Master Deed or these Bylaws, or setting the procedures governing the Association's enforcement of such covenants, conditions, and restrictions, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents and the imposition of late charges for nonpayment of assessments;

(e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with the Articles and Article XIII of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such records shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of $20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of these Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate, and the Board of Directors should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

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4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

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

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding $3,000 or $100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than $3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not

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specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, assessments received from the Austin Pines West Community Association, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such containing common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest, late charges, and fines charged, imposed, or levied in accordance with the Condominium Documents; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The responsibility of Developer for assessments is as follows:

(a) Pre-Turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.

(c) Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.

5.7 Closing Assessments. At the time of transfer of ownership of any Unit by deed, land contract or other method, the purchaser of the Unit shall pay a non-refundable fee to the Condominium Association which shall initially be equal to twenty-five percent (25%) of the assessments for the applicable Unit in the year immediately preceding the sale, but which may be adjusted from time to time by the Board of Director, in its sole discretion. If and when the Board of Directors changes the amount of the Closing Assessment, notice of the change shall be delivered to all Co-owners and shall be effective ten (10) days after the date of such notice. This assessment shall not be refundable upon the resale of a Unit nor shall it be credited toward any future monthly assessments to be paid by a Co-owner on his or her Unit. The Closing

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Assessment provided for in this section shall not apply to the initial purchaser of brand new homes, but shall be applicable to all subsequent owners.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. 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 applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, 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.

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(d) Power of Attorney. The Board of Directors is irrevocably appointed as 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 Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) Indemnification. 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, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's 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, which rights are waived.

(f) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, however, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

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6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

7.4 Architectural Review. Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of shingle construction using cedar, fiberglass or asphalt shingles or other approved constructions and materials. Driveways may be of asphalt, brick or cement, and children's play areas shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements. All residences will also meet or exceed all requirements of the City of Ionia.

(c) Garage. Each residence must be equipped with an attached garage of not less than one stall.

(d) Fencing. Wood fences and galvanized chain link fences (except black vinyl-coated chain link) are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a fence made of approved materials, but only after the Review Committee has approved in writing the composition and location of the fence. The enclosed area shall be landscaped or improved in a

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manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.

(e) Pools. Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.

(f) Landscaping and Lawn Maintenance. Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by the Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.

(i) Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.

(ii) Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.

(iii) The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.

(iv) Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.

(v) No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

(vi) Lawns will be mowed during the growing season before the turf reaches an average height of 5 inches.

(vii) Dead or fallen frees will be removed from the Owner's property.

(viii) Dead shrubs will be removed from the Owner's property.

(ix) Most gardens and planting beds have reasonable quantities of weeds. However, if a garden or planting bed becomes overgrown and a nuisance, the Review Committee may require the weeds to be removed.

Regular lawn maintenance is required even if a home is not occupied or the Owner is currently not there. In the event a yard is not reasonably maintained, the Review Committee will attempt to notify the Owner. If the Review Committee cannot reasonably notify the Owner, or if the Owner does not correct the situation, the Review Committee is authorized to hire the work to be done. The Owner will be billed for the cost, plus a per occurrence fee equal to the greater of $35 of 10% of the cost.

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(g) Sheds and Other Accessory Buildings. Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:

(i) The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.

(ii) The location and dimensions must be approved in writing by the Review Committee.

(iii) Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.

(iv) The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.

(h) Wells. No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.

(i) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or appropriately screened so they cannot be seen from the road or from the neighboring property. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

(j) Letter and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

(k) Rules and Regulations. The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

7.7 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office,

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advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

7.9 Committee Appointment. Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

7.10 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. While the City of Ionia residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. 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 or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the

Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

(b) Drainage Easements/Soil Erosion Control Measures. There are drainage easements established throughout the condominium project for the benefit of all Co-owners. Those drainage easements are located on both common elements and within the boundaries of Units. Co-owners are prohibited from doing any of the following within any designated drainage area: 1) altering the grade; 2) placing temporary or permanent structures, or other improvements; and 3) the destruction, impairment, or other alterations to any drainage structure.

At the time a Co-owner takes occupancy of his Unit the lawn may not be completely established. The Co-owner is responsible for soil erosion control of their Unit including maintaining and installing temporary and permanent erosion controls measures. Measures may be removed only when a lawn within the Unit is completely established and stabilized.

(c) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(d) Nuisances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units. With the exception of common household products, hazardous or toxic materials may not be stored, produced, released or disposed of on the Condominium Property without written approval from the Association.

(e) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, 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 Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere 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 violate any law.

(f) Signs. No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

(g) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of Developer or the Review Committee.

(h) Satellite Dishes and Solar Panels. No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

(i) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to

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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 appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

(j) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

(k) Pets and Animals. No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(l) Recreational Vehicles and Parking. Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(m) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition

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maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) Application of Restrictions. Absent an election to arbitrate pursuant to 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 in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(o) Vehicle Parking. Disabled or unlicensed vehicles may not be parked outside. Vehicles may be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

(p) Commercial Vehicles. No Unit Owner may park any semi-truck. trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.

(q) Registered Sex Offenders. No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

8.6 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. The Developer's rights include, but are not limited to the following:

(a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration.;

(b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;

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(c) The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Co-owner in the Project, consistent with Article XIII of the Articles of Incorporation.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction, including actual attorneys' fees. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

8.9 Developer Approvals. During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer.

The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Project as a whole.

8.10 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

8.11 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the register of deeds office for the County where the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

8.12 Residential Use By Non-Owner Occupants. Notwithstanding anything in these Condominium Documents to the contrary:

The lease or rental of a Unit for use as a single-family residence for a term of six months or more is not intended to constitute (and will not be deemed to constitute) a "commercial" or "business" use, activity, or purpose for any term, covenant, condition, restriction, or prohibition contained herein, but is intended to constitute (and will be deemed to constitute) a "residential" use, activity, and purpose, regardless of whether such lease or rental yields income or a profit.

To the fullest extent permitted by law, (*i*) this Section 8.12 shall not be amended, and no other term, covenant, condition, restriction, or prohibition contained herein shall be amended contrary to this Section 8.12, without the consent of every Co-owner then leasing or renting their Unit, or then actively listing or marketing their Unit for such lease or rental, and (*ii*) no modification or removal of this Section 8.12, nor of any other term, covenant, condition, restriction, or prohibition contained herein modified contrary to this Section 8.12, shall apply to any Co-owner then leasing or renting their Unit, or then actively listing or marketing their Unit for lease or rental (regardless of whether they consented to such amendment), so long as such Co-owner continues to lease, rent, or actively list or market their Unit for lease or rent, and such activities are not discontinued for a period of 90 consecutive days or more.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) Inspection and Notice. Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) Exemption from Restrictions. A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

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ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

10.2 Terms of Lease. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

10.3 Remedies of Association. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate 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 Section may be by summary proceeding. 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 the Condominium Project.

10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

10.5 Reserved Rights of Developer. The Developer may lease any number of Units in the Project in its discretion without approval by the Association.

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

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11.3 Association Purchase Option. If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

12.2 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) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner 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) Association's Option. 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.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

CIVIL ACTIONS

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to

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the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(a) It is in the best interests of the corporation to file a lawsuit;

(b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(c) Litigation is the only prudent, feasible and reasonable alternative; and

(d) The Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(a) The number of years the Litigation Attorney has practiced law; and

(b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.

(3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The Litigation Attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and

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on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board consults for that purpose. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the Litigation Evaluation Meeting.

(d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board is not retained, the Litigation Special Assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

(1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("reporting period").

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(2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation;

(2) The status of settlement efforts, if any; and

(3) The Attorney's Written Report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

ARTICLE XIV

ELECTRONIC PARTICIPATION

A shareholder, member, or proxy holder may participate in a meeting of shareholders or members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

(a) All participants shall be advised of the means of remote communication.

(b) Participation in a meeting under this section constitutes presence in person at the meeting.

(c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.

(d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:

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(1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.

(2) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.

(3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XV

DEFAULT AND REMEDIES

15.1 General. In the event of any default by a Co-owner, including any breach, violation, or failure to comply with any of the terms or provisions of the Condominium Documents arising out of the condition of a Co-owner's Unit or the acts or neglects of a Co-owner or any of their family, tenants, invitees, or guests on or about the Condominium Property, the Association, acting through its Board of Directors, may:

(a) subject to **Error! Reference source not found.**, if applicable, bring an action against the Co-owner to recover sums for damages, injunctive relief, foreclosure of a lien (if the default is in the payment of an assessment), or any combination thereof;

(b) if the Association is successful in a proceeding arising because of the default, recover the costs of the proceeding and actual attorneys' fees from the Co-owner;

(c) impose late charges against the Co-owner for nonpayment of assessments; and

(d) levy fines against the Co-owner after notice and an opportunity for a hearing thereon.

15.2 Procedures. Any levying of fines shall only be to the extent established by duly adopted Rules and Regulations of the Association.

15.3 Notice & Hearing. On any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Section 2.4 above.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice. The offending Co-owner may, at their option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to a notice of violation constitutes a default.

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(d) Hearing and Decision. On appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

15.4 Continuous or Recurring Defaults. If a fine has been levied by the Board in accordance with the Rules and Regulations of the Association for a continuous or recurring default, then each day from the levying of the fine until the correction of the default to the Board's satisfaction may be deemed a separate instance of the same default, and fines may be levied by the Board in accordance with the Rules and Regulations of the Association for each such instance without further notice or opportunity for a hearing.

15.5 Collection. Any late charge imposed against a Co-owner or fine levied against a Co-owner shall be deemed to have been specially assessed against the Co-owner's Unit. Any failure to pay such late charge, fine, or assessment when due will subject the Co-owner to all of the liabilities set forth in the Condominium Documents, including, without limitation, those described in **Error! Reference source not found.**.

15.6 Developer Exempt from Late Charges and Fines. The Association shall not be entitled to impose late charges or levy fines against the Developer for any violation of the Condominium Documents.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

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

16.3 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

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

16.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed.

16.5 Conflicting Provisions. In the event of a conflict between 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 a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

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

(2) these Condominium Bylaws;

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(3) the Articles of Incorporation of the Association;

(4) the Association (Corporate) Bylaws; and

(5) the Rules and Regulations of the Association.

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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUSTIN PINES WEST COMMUNITY

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUSTIN PINES WEST COMMUNITY (hereinafter referred to as "Declaration"), is made on _____, 2026, by Green Development Ventures, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002 (herein, "Declarant").

RECITALS:

A. Declarant is the owner of real property located in the City of Ionia (herein, the "City"), Ionia County, Michigan, which is described in Exhibit "A" hereto (herein, "Austin Pines West").

B. Declarant has proposed, and the City has approved, a final site plan which permits the Declarant to develop within Austin Pines West, a residential condominium community (herein, the "Austin Pines West Community"), which the Declarant has proposed will include, without limitation:

(1) Austin Pines West Place, a residential site condominium, as described in Article I, Section 1, below.

(2) Austin Pines West Townhomes, a residential attached conventional condominium, as described in Article I, Section 2, below.

(3) Common Open Space and Shared Improvements, each as defined in Article I below, which, except to the extent specifically declared hereby to be for the use and enjoyment of the public, are intended for the exclusive common benefit, use and enjoyment of the Condominium Associations, Co-owners, residents, and guests of the Austin Pines West Community.

C. In order to facilitate the development, construction, and sale of residential housing within the Austin Pines West Community, Declarant desires to establish easements, covenants, conditions and restrictions which will promote the orderly development, improvement and operation of the Austin Pines West Community in order to promote the property values, aesthetic appearance and mutual use and enjoyment of Austin Pines West.

D. Declarant has established, or will establish, the Austin Pines West Community Association, a Michigan nonprofit corporation, membership in which shall be mandatory for, and the costs of administration of which shall be borne by, the Condominium Associations within Austin Pines West, as further described herein. Upon the terms and conditions of this Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, the Austin Pines West Community Association shall own the Common Open Space in fee simple; shall maintain the Private Road, shall maintain, manage, and operate the Common Open Space and Shared Improvements, as described in Article I below; and in its discretion may, to the limited extent provided herein, maintain the Public Improvements.

E. The terms and provisions of this Declaration are intended to be, and shall be, covenants running with the land and binding upon Declarant and its successors and assigns, upon the Condominium Associations, and upon all future Co-owners of all of the land and improvements which now exist or hereafter are constructed, erected, or installed in Austin Pines West.

F. Austin Pines West will be developed consistent with Ordinance No. ____, an Ordinance to Establish the Residential Austin Pines West Planned Unit Development (the "PUD Ordinance") approved by the City of Ionia on _____, 20___, which is incorporated by reference and attached as Exhibit B.

NOW, THEREFORE, Declarant declares that Austin Pines West is, and shall be, held, sold, conveyed, mortgaged, hypothecated, encumbered, leased, occupied, improved, transferred and utilized subject to the following easements, covenants, conditions and restrictions which are for the purposes set forth above and for the purposes of protecting the value and desirability of and which shall run with the land and improvements which comprise Austin Pines West and be perpetually binding on all persons having any right, title or interest in any real property therein.

ARTICLE I

DEFINITIONS

Section 1. Austin Pines West Place. "Austin Pines West Place" means the single-family residential site condominium project which Declarant, or its successor or assign, proposes to establish by the recording of its master deed.

Section 2. Austin Pines West Townhomes. "Austin Pines West Townhomes" means the residential attached conventional condominium project which Declarant, or its successor or assign, proposes to establish by the recording of its master deed.

Section 3. Board of Directors. "Board of Directors" means the Board of Directors of the Austin Pines West Community Association, a Michigan nonprofit corporation.

Section 4. City. The "City" means the City of Ionia, Michigan.

Section 5. Common Open Space. "Common Open Space" means the portion of the Austin Pines West Community which is described as such on the final site plan for Austin Pines West.

Section 6. Common Element. "Common Element" means that portion of each of the Condominium Projects which is defined as either general common element or limited common element in the master deed for such Project.

Section 7. Community Association or Austin Pines West Community Association. "Community Association" or "Austin Pines West Community Association" means the Austin Pines West Community Association, being the nonprofit corporation which the Declarant has established, or will cause to be established, for the purposes described in Article VI below by the filing of its Articles of Incorporation with the State of Michigan.

Section 8. Community Association Documents. "Community Association Documents" means and includes this Declaration, the Articles of Incorporation, Corporate Bylaws, the PUD Ordinance and any rules and regulations of the Community Association.

Section 9. Community Storm System. "Community Storm System" means and includes all storm water drain facilities which serve more than one Condominium Project within Austin Pines West, irrespective of their ownership, together with the easements described herein.

Section 10. Condominium Association. "Condominium Association" means and refers to each, and when used in the plural include all of the, association of Co-owners for each of the Condominium Projects established and governed by the master deed for such Project from time to time established and existing within Austin Pines West, including, without limitation, Austin Pines West Place, and Austin Pines West Townhomes.

Section 11. Condominium Act. "Condominium Act" means Act 59 of the Michigan Public Acts of 1978, as from time to time amended.

Section 12. Condominium Project or Project. "Condominium Project" or "Project" each mean and refer to each, and when used in the plural, include all condominiums from time to time established and existing within Austin Pines West, including, without limitation, Austin Pines West Place, and Austin Pines West Townhomes.

Section 13. Condominium Unit or Unit. "Condominium Unit" or "Unit" each mean an individual ownership unit, consisting of land and air space, or air space alone, as applicable, within any Condominium Project hereafter established and existing in Austin Pines West.

Section 14. Co-owner. "Co-owner" shall mean and refer to any person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof, who or which is the owner, in fee simple title or as the land contract purchaser, of any Unit, and shall include any person who is a "co-owner" within the

meaning given that term in the Condominium Act. Each Co-owner automatically shall become and be a member of the Condominium Association for the Project of which their Unit is a part pursuant to the master deed and condominium bylaws for such Project for all purposes of the Nonprofit Corporation Act.

Section 15. Corporate Bylaws. “Corporate Bylaws” means the Corporate Bylaws adopted for the Austin Pines West Community Association, being the bylaws provided for by the Nonprofit Corporation Act, as they may be amended or restated from time to time.

Section 16. Declarant. "Declarant" means Green Development Ventures, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002, and its successors and assigns. Unless otherwise clearly intended in the context, both successors and assigns shall always be deemed to be included within the term "Declarant" whenever and however such term is used in this Declaration.

Section 17. Declaration. "Declaration" shall mean this Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community, which shall be effective when recorded in the Ionia County Register of Deeds, as amended from time to time in accordance with Article VII below.

Section 18. Planned Unit Development Ordinance or PUD Ordinance. “Planned Unit Development Ordinance” or “PUD Ordinance” each mean that Planned Unit Development Ordinance No. ____, approved by the City of Ionia on _____, 20__, which is incorporated by reference and attached as Exhibit B.

Section 19. Private Road. “Private Road” means Badger Alley, the private roadway located within Austin Pines West Place, which is designed and intended for the use and benefit of only the Co-owners within Austin Pines West Place.

Section 20. Shared Improvements. “Shared Improvements” means those improvements constructed in the Common Open Space of Austin Pines West Community by the Declarant which are designed and intended for the use and benefit of all of the Condominium Associations and their Co-owners. “Shared Improvements” shall not include those improvements constructed within the Condominium Projects which are designed and intended for the use and benefit of only the Co-owners owning Units within the Condominium Project in which such improvements are constructed.

ARTICLE II

COMMON OPEN SPACE

Section 1. Use and Enjoyment of Common Open Space. The Declarant retains the right to convey, grant, and assign the Common Open Space to the Community Association for the individual and collective use and benefit of the Condominium Associations, Co-owners, residents, and Co-owner guests of the Austin Pines West Community. If the Declarant does so by the delivery of a standard quitclaim deed in recordable form, the Community Association shall accept and hold fee simple title to the Common Open Space for the individual and collective use and benefit of the

Condominium Associations, Co-owners, residents and Co-owner guests of the Austin Pines West Community, subject to the terms, conditions and covenants of this Declaration, including, without limitation, the easements and licenses described in Article III below and the applicable building and use restrictions described in Article V below.

ARTICLE III

EASEMENTS AND LICENCES

Section 1. Water System Easements. Declarant hereby reserves, grants, conveys, transfers and assigns permanent, irrevocable easements for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the public water distribution and community irrigation system serving the Austin Pines West Community within, over, across, under and through the Common Open Space, and also within, over, across, under and through portions of the Common Element land of each Project which have not been improved by the construction of a residential building or other permanent structure, as well as Units, to the extent required. The Declarant, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter the Community Association, the City and/or any public utility providing potable water to the Austin Pines West Community, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the City, Community Association and/or any such public utility, and their respective agents, employees and contractors, each shall have in connection therewith the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Community Association, only, shall be required to promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which existed prior to the exercise of this right. The Community Association, City and every such public utility, by and through their respective agents, employees, and contractors, each shall have a right of ingress and egress, without notice, across the Private Road and exterior unimproved land areas in Austin Pines West in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter to the Community Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment of this Declaration, or by such other instrument as it shall determine.

Section 2. Sanitary Sewer System Easements. Declarant hereby reserves, grants, conveys, transfers and assigns permanent irrevocable easements for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the public sanitary sewer system serving the Austin Pines West Community within, over, across, under and through the Common Open Space, and also within, over, across, under and through portions of the Common Element land of each Project which have not been improved by the construction of a residential

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building or other permanent structure, as well as Units, to the extent required. The Declarant, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter the Community Association, the City and/or any public utility responsible to provide such service to the Austin Pines West Community, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the Community Association, City and every such public utility, by and through their respective agents, employees and contractors, each shall have the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Community Association, only, shall promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which existed prior to the exercise of this right. The Community Association, City and every such public utility, by and through their respective agents, employees and contractors, each shall have and enjoy a right of ingress and egress, without notice, across the Private Road and exterior land areas in Austin Pines West in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter to the Community Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment to this Declaration, or by such other instrument as it shall determine.

Section 3. Storm Water Management System Including Surface Drainage Easements. Declarant hereby reserves, grants, conveys, transfers and assigns permanent, irrevocable easements for unobstructed surface drainage, and for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the storm water management system serving the Austin Pines West Community, within, over, across, under and through the Common Open Space, and also within, over, across, under and through all portions of the Common Element land of each Project which are not improved by the construction of a residential building or other permanent structure, as well as Units, to the extent required. Except as provided in this Section, or as permitted by the City-approved site plan for Austin Pines West, none of the Community Association, the Condominium Associations or the Co-owners shall alter or impede the surface drainage within the Austin Pines West Community. The Declarant, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter the Community Association and City, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the Community Association and City, by and through their respective agents, employees and contractors, each shall have the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Community Association, only, shall promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which

existed prior to the exercise of this right. The Community Association and City, by and through their respective agents, employees, and contractors, each shall have and enjoy a right of ingress and egress, without notice, across the Private Road and exterior land areas in Austin Pines West in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, and thereafter to the Community Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment to this Declaration, or by such other instrument as it shall determine. Storm water management shall be consistent with a Storm Water Runoff Facility Maintenance Agreement entered into by and between the Declarant and the City, which is incorporated by reference, attached as Exhibit C, and recorded in Ionia County Records on _____, 20__, as Document No. _____.

Section 4. Trailways and Recreational Use of Common Open Space License. Subject to the restrictions and limitations contained within this Declaration, the rules and regulations of the Community Association, and/or within the master deeds (including the exhibits thereto) for the Projects, whether now existing or hereafter duly adopted, the Condominium Associations and Co-owners are hereby granted a revocable license to utilize for passive recreational purposes only the Common Open Space and the trail system established, or to be established, therein by the Declarant, provided, however, that such rights are subordinate, in all respects, to the other rights, privileges, and easements established in this Declaration.

ARTICLE IV

COMMUNITY ASSOCIATION RESPONSIBILITIES; EXPENSE SHARING

Section 1. Community Association Responsibility for Expenses of the Private Road, Common Open Space and Shared Improvements. The Community Association shall operate, insure, maintain, repair, and replace, as applicable, the Private Road, Common Open Space, and Shared Improvements, and shall bear as a cost of administration the expenses thereof, which expenses shall be allocated, assessed, and collected in accordance with Section 2 of this Article and Article VI below.

Section 2. Percentages of Value. The percentage of value assigned to each Condominium Association in the Austin Pines West Community shall be equal to the percentage, the numerator of which is the number of Units in the Condominium Association's Project, and the denominator of which shall be the total number of Units in the Austin Pines West Community. By way of example, and not limitation, in the event that the Austin Pines West Community is developed with the same number of Units in each of the Projects as indicated in that certain Site Development Plan – PUD Austin Pines West Community, prepared by _____, dated _____, and approved by the City on _____, 20__, then the Austin Pines West Community shall consist of a total of 96 Units and the percentages of value shall be as follows:

- Austin Pines West Place Homeowners Association (84 Units): 87.5%

- Austin Pines West Townhomes Homeowners Association (12 Units): 12.5%

The Declarant has determined that percentages of value should be allocated as aforesaid upon the Declarant's determination that there are no material differences between Units or Unit types in regard to the burden each will place upon the Common Open Space and Shared Improvements or in regard to the amount or value of the common services which the Community Association will perform for the Co-owners. The percentage of value assigned each Condominium Association shall determine the value of its vote, when voting on matters which are required to be voted upon by the members of the Community Association, and the percentage responsibility which the Condominium Association shall have for assessments levied to pay the common expenses of administration from time to time incurred by the Community Association in accordance with Section 1 of this Article.

Section 3. Private Road. Notwithstanding the provisions of Art. IV, Sections 1 and 2 hereof, expenses related to the Private Road shall be allocated to only Austin Pines West Place, because Austin Pines West Townhomes is served exclusively by public roads.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. No portion of the Austin Pines West Community shall be used for other than residential use purposes or purposes which are consistent with, and ancillary to, residential use.

Section 2. Common Open Space. The Common Open Space shall exist and be maintained as open space for the passive recreational use of the Condominium Associations, Co-owners and residents of the Austin Pines West Community and their respective guests as described in Article III, Section 4 hereof, and no community or residential building or other major structure shall be erected thereon except as may be necessary in connection with the exercise of the rights described in Article III, Sections 1-3 hereof; provided, that if so determined by a majority of the members of the Community Association, this Section shall not be construed to prohibit the improvement and use of Common Open Space as an athletic field for the athletic activities of such persons, only, strictly subject to the PUD Ordinance and the consent of the City, to the extent such consent is required by the PUD Ordinance.

Section 3. Alteration of Common Open Space and/or Shared Improvements. No alteration, modification or addition to the Common Open Space or any Shared Improvement shall be made by any person, including, without limitation, any Co-owner or a Condominium Association, except as the Community Association has approved such change after due consideration of any resulting impact upon the shared costs to insure, maintain, repair or replace the Shared Improvement, as so modified.

Section 4. Activities. No immoral, improper, unlawful, or offensive activity shall be carried on in the Common Open Space, nor shall anything be done which may be or become an annoyance or a nuisance to any other Co-owner. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms,

air rifles, pellet guns, b-b guns, bows and arrows, sling shots, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No reptiles and no animals, including household pets, shall be kept on the Common Open Space by any Co-owner unless specifically approved in writing by the Community Association. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Open Space. No animal may be permitted to run loose at any time upon the Common Open Space and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Open Space. The Board of Directors of the Community Association may, in its discretion, designate certain portions of the Common Open Space wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the Common Open Space wherein dog runs may be constructed. Subject to the PUD Agreement, nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the Common Open Space for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be brought or kept upon the Common Open Space, and any Co-owner who causes any animal to be brought or kept upon the Common Open Space shall, jointly and severally together with the Condominium Association of which such Co-owner is a member, indemnify and hold harmless the Community Association for any loss, damage or liability (including costs and attorney fees) which the Community Association may sustain as a result of the presence of such animal on the Common Open Space, whether or not the Community Association has given its permission, and the Community Association may assess and collect from the responsible Co-owner and/or Condominium Association such losses and/or damages in the manner provided in Article VI hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Community Association may charge all Co-owners maintaining animals, and/or the Condominium Association of which such Co-owner is a member, a reasonable additional assessment to be collected in the manner provided in Article VI of this Declaration in the event that the Community Association determines such assessment necessary to defray the maintenance cost to the Community Association of accommodating animals on the Common Open Space. The Community Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Community Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed or permanently excluded any animal from the Common Open Space which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Community Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Community Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Community Association.

Section 6. Aesthetics. The Common Open Space shall not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Community Association, and no unsightly condition shall be maintained

thereon. In general, no activity shall be carried on, nor any exterior condition maintained by a Condominium Association, Co-owner or resident, which is detrimental to the appearance of the Austin Pines West Community.

Section 7. Advertising. No signs or other advertising devices, including "For Sale" signs and "Open" signs, shall be displayed on the Common Open Space; provided, that this restriction shall not apply to the Declarant or any builder during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof.

Section 8. Rules and Regulations. Reasonable rules and regulations consistent with this Declaration concerning the use and operation of the Common Open Space and Shared Improvements may be made and amended from time to time by the Community Association's Board of Directors. Copies of all rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner.

Section 9. Right of Access of Association. The Community Association or its duly authorized agents shall have a right of access to each Common Element and Unit during reasonable working hours as may be necessary for the maintenance, repair, or replacement of any of the Shared Improvements.

Section 10. Responsibility for Due Care and Maintenance. Each Condominium Association and Co-owner shall use due care to avoid damaging the Common Open Space and any of the Shared Improvements. Notwithstanding any other provision of this Declaration, each Co-owner, and the Condominium Association of which such Co-owner is a member, shall be responsible for all damages or costs incurred by the Community Association for the repair of the Common Open Space, or the repair or replacement of any Shared Improvement, which results from any negligent or intentional action or omission by the Co-owner, his land contract purchaser or his tenant, or by the family, servants, employees, agents, visitors, guests, licensees, or household pets of the Co-owner, land contract purchaser or tenant; provided, that there shall be no such responsibility (unless full reimbursement to the Community Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner and/or Condominium Association shall bear the expense to the extent of the deductible amount) if and to the extent that such damages or costs are covered by insurance carried by the Community Association. Each Co-owner, jointly and severally together with the Condominium Association of which such Co-owner is a member, shall indemnify and hold harmless the Community Association and every other Co-owner and Condominium Association against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Community Association may be assessed to and collected from the responsible Co-owner and/or Condominium Association in the manner provided in Article VI below.

Section 11. Applicability to Declarant. Notwithstanding the foregoing or any other provision of this Article V to the contrary, during the period of development and construction of the Austin Pines West Community and the Projects, or any portion thereof, the Declarant shall not be bound by any provisions of this Article V, and the Declarant reserves to itself, its successors and assigns,

during such period, the right to modify this Article V in order to further as it deems necessary or advisable, in its sole and absolute discretion, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment to this Declaration, or by such other instrument as it shall determine.

Section 12. Enforcement Against Co-owners. Notwithstanding the foregoing or any other provision of this Article V to the contrary, the Community Association shall have the right to directly enforce compliance of this Declaration against the Co-owners in the same manner and to the same extent of its right to enforce compliance against the Condominium Associations. Additionally, the Condominium Associations shall ensure compliance with this Declaration by the Co-owners of the Units in their respective Projects, and the master deed and condominium bylaws for each Project shall provide that a violation of this Declaration shall additionally be deemed a violation of such condominium documents.

ARTICLE VI

ESTABLISHMENT AND OPERATION OF COMMUNITY ASSOCIATION

Section 1. Austin Pines West Community Association. The Declarant retains the right to convey fee simple title to the Common Open Space to the Community Association for the individual and collective use and benefit of the Co-owners, residents, and guests of all Projects in the Austin Pines West Community subject to the terms, covenants, conditions, and restrictions of this Declaration. The Community Association shall be responsible to: (a) maintain, manage, and operate the Private Road, Common Open Space and Shared Improvements; and (b) maintain the vegetation and surface appearance of the off-site storm water detention basin(s) which serves the Austin Pines West Community.

A. Membership in the Community Association. All Condominium Associations automatically shall be members of the Community Association, and membership in the Community Association shall be mandatory for all Condominium Associations. Membership in the Community Association shall not be divided, transferred, or assigned.

B. Voting. Voting by members of the Community Association shall be in accordance with the following provisions:

1) Voting Rights. The value of the vote of each member of the Community Association shall be equal to such member's percentage of value as set forth in Article IV, Section 2 of this Declaration. Notwithstanding the preceding sentence or any other provision of the Community Association Documents to the contrary, prior to the occurrence of the transitional control dates, as that term is defined in the Condominium Act, in all of Austin Pines West Place, and Austin Pines West Townhomes, only the Declarant, or its designee, shall have the right to vote as a member of the Community Association, unless the Declarant has relinquished that right in a signed writing acknowledged and delivered to the Community Association Board of Directors. Every such writing shall be executed in recordable

form and the Community Association shall cause the same to be promptly recorded in the Ionia County Records.

2) Designation of Voting Representative. The vote of a member, other than the Declarant, may only be cast by the individual representative designated by the member in the notice required below, or by a proxy given by such individual representative. Each member shall file a written notice with the Secretary of the Community Association designating the individual representative who shall vote at meetings of the Community Association and receive all notices and other communications from the Community Association on the member's behalf. Such notice shall be dated and signed by the member and shall state the name and address of such individual representative and each person, firm, corporation, partnership association, limited liability company, trust or other entity who is the member. The individual representative designated may be changed by the member at any time by filing a new notice in the manner provided herein.

3) Quorum. The presence in person or by proxy of persons entitled to cast fifty percent (50%) of the votes which may be cast at a meeting shall constitute a quorum for holding a meeting of the members of the Community Association, except for voting on questions specifically stated herein to require a greater quorum. A written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

4) Proxies. Votes may be cast in person or by proxy 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 Community Association at or before the appointed time of each meeting of the members of the Community Association. Cumulative voting shall not be permitted.

5) Majority. A majority, except where otherwise provided herein or in the Corporate Bylaws, shall consist of more than fifty percent (50%) of the percentage of value of those entitled to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Community Association. Whenever provided specifically herein or in the Corporate Bylaws, a majority may be required to exceed the simple majority hereinabove set forth.

6) Corporate Bylaws. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate Bylaws.

C. Annual and Special Meetings. There shall be an annual meeting of all of the members of the Community Association commencing after the first date upon which the "transitional control date," as defined in the Condominium Act, has occurred in all of Austin Pines West

Place, and Austin Pines West Townhomes and otherwise on such date and at such time as the Declarant shall determine. Other meetings may be provided for in the Corporate Bylaws of the Community Association. Notice of the time, place and subject matter of all meetings as provided in the Corporate Bylaws of the Community Association shall be given to each member by mailing the same to each individual representative designated by the respective members. Electronic transmittal of such notice, such as facsimile, e-mail and the like, may be deemed notice served in the sole discretion of the Board of Directors so long as written or electronic confirmation of receipt of the notice is returned to and received by the Community Association from the designated voting representative.

D. Books and Records. The Community Association shall keep detailed books of account showing all of the expenditures and receipts of administration. Such accounts and all other Community Association records shall be open for inspection by the members of the Community Association during reasonable working hours. The Community Association shall prepare and distribute to each member at least once a year a financial statement, the contents of which shall be defined by the Community Association. The Community Association shall also maintain on file current copies of this Declaration, any amendments hereto, and all other Community Association Documents and shall permit all members, prospective purchasers and prospective mortgagees of real property within the Austin Pines West Community to inspect the same during reasonable hours.

E. Board of Directors. The affairs of the Community Association shall be governed by a Board of Directors. The number of directors shall equal the aggregate number of Projects which at any time are established and exist in the Austin Pines West Community, and, irrespective of the voting percentages of value assigned for any purpose in Article V above, each Project, acting through the board of directors of its Condominium Association, or, the Declarant, its successor or assign, shall be entitled to appoint and at all times be represented by one (1) director of the Community Association. Each director's vote shall be weighted to be equal to the percentage of value of the Condominium Association which appointed such Director. All directors shall serve without compensation and must be a member of the Condominium Association which they have been appointed to represent, except for the first Board of Directors designated in the Articles of Incorporation of the Community Association and any successors thereto appointed by the Declarant, its successors or assigns, prior to the initial meeting of Members held pursuant to Part C above. The terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Corporate Bylaws of the Community Association. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Community Association and may do all acts and things as are not prohibited by this Declaration or required hereby to be exercised and done by the members. In addition to the foregoing general duties imposed by this Declaration, the Board of Directors shall be responsible specifically for the following:

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1) To encourage and promote the highest standards of maintenance, use, enjoyment, and development of the Austin Pines West Community as a whole.

2) To maintain, repair and replace the Common Open Space, Shared Improvements, and any Public Improvements, to the extent that it is authorized by this Declaration to assume, and has assumed, responsibility, and to assist the Projects to maintain other portions of Austin Pines West as a residential development of the highest quality.

3) To coordinate efforts between the Condominium Association of each Project to facilitate the purposes of this Declaration.

4) To represent the members of the Community Association and the Co-owners, where deemed appropriate in the sole discretion of the Board of Directors of the Community Association, on matters of mutual interest before all governmental and administrative bodies, boards, and agencies.

5) To arrange and/or contract for the management, maintenance, repair and replacement of the Common Open Space and Shared Improvements.

6) To fix, establish, levy, and collect dues, fees, charges, and assessments from the Community Association's members.

7) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, and administration of the affairs of the Community Association.

8) To receive any gift, bequest, or devise of property, real or personal, for any purpose within the scope of this Declaration.

9) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property on behalf of the Community Association in furtherance of any of the purposes of the Community Association and/or of this Declaration.

10) To carry any property, liability or other insurance as the Board may deem to be appropriate and to collect and allocate the proceeds thereof.

11) To rebuild after casualty improvements to real property owned or maintained by the Community Association.

12) To borrow money and issue evidences of indebtedness in furtherance of any of the purposes of the business of the Community Association or the purposes of this

Declaration, and to secure the same by mortgage, pledge, or other lien on property owned by the Community Association.

13) To make rules and regulations in accordance with Article V, Section 7 above.

14) To enforce the provisions of this Declaration.

All actions (including, without limitation, the adoption of rules and regulations for the Community Association), undertakings and contracts entered into with others on behalf of the Community Association by its Board of Directors named in the Articles of Incorporation, or by any successors thereto appointed by the Declarant before the initial meeting of members, shall be binding upon the Community Association authorized by a Board of Directors whose members were duly appointed by the Condominium Associations subsequent to its initial meeting of members, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in this Declaration.

Section 2. Assessments.

A. Purpose of Assessments. The assessments levied by the Community Association against the Condominium Associations shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the Austin Pines West Community, including, but not limited to the cost of maintenance, repair and replacement of the Private Roads, Common Open Space and Shared Improvements; for the cost of landscape and appearance maintenance of the storm water detention basin(s); for carrying out the purposes set forth in or the uses permitted by this Declaration; for expenses of administration of the Community Association; and for the general welfare and appearance of the Austin Pines West Community (collectively, "Expenses of Administration"). The Community Association may provide for reasonable reserves for contingencies, deferred maintenance, replacements, and improvements.

B. Establishing Assessments. The following shall be assessable:

1. General Annual Assessment. The Board of Directors of the Community Association shall establish an annual budget in advance for each fiscal year and such budget shall project all Expenses of Administration of the Community Association for the forthcoming year which may be required for the proper operation, management, and maintenance of the portions of the Austin Pines West Community for which the Community Association is responsible pursuant to this Declaration, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Condominium Association's obligation to pay the allocable share, according to each Condominium Association's percentage of value established under Article IV, Section 2 of this Declaration, of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted

budget, each Condominium Association shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of any change in the periodic payment, which change shall not be effective until at least ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for major Expenses of Administration, including, without limit, repairs and replacement of the Shared Improvements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments. The funds contained in such reserve fund shall be used only for the Expenses of Administration for which they were reserved. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time.

Upon the adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each member of the Community Association and the Community Association assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each member shall not affect the liability of any such member for any existing or future assessments.

The Board of Directors of the Community Association shall have the authority to increase the annual assessment, or to levy such additional assessment or assessments as shall be deemed to be necessary in the event that the Board, in its discretion, determines:

a. That the assessments levied are, or may prove to be, insufficient to pay the Expenses of Administration;
b. That any personal property of the Community Association should be replaced;
c. That additions to any property owned by the Community Association not exceeding Ten Thousand Dollars ($10,000.00) for each Condominium Association annually, should be made; or
d. That any other emergency exists and justifies an increased or additional assessment.

Any unusual Expenses of Administration, as may be determined in the sole discretion of the Community Association Board of Directors, which benefit less than all of the Projects, shall be allocated to and assessed only against those Project(s) or Unit(s) so benefited. The authority of the Community Association Board of Directors to levy general, additional or special assessments shall rest solely with the Board of Directors of the Community Association for the benefit of the Community Association and the members thereof, and shall not be enforceable by any creditors of the Community Association or the members thereof.

2. Special Assessments. Special assessments to Condominium Associations, in addition to those required in Paragraph 1 of this Part B, may be made by the Board of Directors from time to time and approved by the members of the Community

Association as hereinafter provided to meet other needs or requirements of the Community Association including, but not limited to: (1) Assessments for additions to the property of the Community Association which exceed Ten Thousand Dollars ($10,000.00) per year; or (2) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Paragraph 2 (but not including those assessments referred to in Paragraph 1 above, which shall be levied in the sole discretion of the Community Association's Board of Directors).

C. Levy and Payment of Assessments.

1. General Annual Assessment. Except as otherwise provided in Paragraph 1 of Part B, the general annual assessments described in Paragraph 1 of Part B shall be uniformly levied against each Condominium Association in accordance with each Condominium Association's percentage of value established under Article IV, Section 2 of this Declaration.

2. Special Assessments. Any special assessment levied against the Units pursuant to Paragraph 2 of Part B above shall be levied uniformly against all Condominium Associations in accordance with each Condominium Association's percentage of value established under Article IV, Section 2 of this Declaration, or such Units as the Board of Directors reasonably determines are benefited thereby.

3. Payment of Assessments. Assessments shall be payable by the member Condominium Associations of the Community Association at such times and in such amounts as the Board of Directors of the Community Association may determine. Such assessments shall be deemed expenses of administration of each Condominium Association, and as such, each Condominium Association shall assess its constituent Co-owners for the assessments payable by such Condominium Association hereunder in accordance with the master deed and condominium bylaws for such Condominium Association's Project.

D. Failure to Pay Assessments.

1. Remedies. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Community Association in full on or before the due date for such payment as set by the Board of Directors. All unpaid assessment(s), late charges, interest, attorney's fees, costs, fines, or other sums due to the Community Association, as provided in this Declaration and in any regulations of the Community Association, and/or any other remedies provided by law, may be collected from, and pursued against, the member in default of such payment. A late charge in the amount of Twenty Dollars ($20.00) per month, or such other amount as may be determined by the Board of Directors of the Community Association effective upon fifteen (15) days' notice to the members and the Condominium Association for each Project, shall be assessed automatically by the Community Association against the Condominium Association in default in the payment of any assessment, until paid in full. Such late charge shall not be

deemed to be a penalty or interest on the funds due to the Community Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Community Association in connection with the late payment of assessments. All payments shall be applied first against late charges, interest, expenses of collection, reasonable attorney's fees and costs and thereafter against assessments in order of oldest delinquency. Assessments in default shall bear interest at seven percent (7%) until paid in full. If any installment of the annual assessment, additional assessment or special assessment is in default, the Board of Directors, in its discretion, may accelerate any unpaid balance of said assessment or all such assessments and declare said unpaid balance immediately due and payable. Notwithstanding anything herein to the contrary, each Community Association member shall be, and remain, personally liable for the payment of all assessments pertinent to such member's Project.

If a Condominium Association fails promptly to remit any assessment levied against it by the Community Association, or any amount due for interest, attorneys fees, costs, late charges or otherwise in connection therewith, the Community Association may suspend services to such Condominium Association, deny such Condominium Association and its constituent Co-owners access to or use of the Common Open Space and Shared Improvements while such delinquency remains outstanding, and file a lawsuit for money damages against the Condominium Association or avail itself of any other available remedy.

2. Waiver of Use or Abandonment of Unit. No member of the Community Association may exempt himself from liability for his contribution towards the expenses of administration of the Community Association, nor for any annual assessment, additional assessment, or special assessment, by waiver of the use and enjoyment of the Common Open Space or any of the Shared Improvements.

3. Right to Discontinue Services and Suspend Certain Rights. A member in default shall not be entitled to utilize the Community Open Space or Shared Improvements, vote at any meeting of the Community Association, or sign any petition for any purpose prescribed by this Declaration, by the Corporate Bylaws or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Community Association so long as such default continues.

E. Statement of Unpaid Assessments. Any purchaser of a Unit may request a statement from the Community Association as to the outstanding amount of any unpaid Community Association assessments owed by the Condominium Association for the Project of which such Unit is a part, whether annual, additional, or special. Upon written request to the Community Association, accompanied by a copy of the executed purchase agreement, pursuant to which the purchaser holds right to acquire said Unit, the Community Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Community Association for the period stated therein.

Section 3. Remedies for Default. For purposes of this Section 3, the term "default" shall be deemed to include, without limitation, any non-compliance with the terms and provisions of this Declaration, any failure to pay any Community Association assessment, or portion thereof, and any violation of such rules and regulations as may be promulgated by the Board of Directors of the Community Association pursuant hereto. In addition, any such non-compliance, failure, or violation by any one or more of a Condominium Association's constituent Co-owners, or the residents, tenants, guests, or invitees thereof, shall be deemed a default by such Condominium Association. Any default by a member of the Community Association shall entitle the Community Association, or another member or members thereof, to the following relief:

A. Legal Action. Institution of an action to recover sums due for damages, injunctive relief, foreclosure of lien (if applicable) or any combination thereof, and any such relief may be sought by the Community Association, or, if appropriate, by an aggrieved member or members thereof against the offending Co-owner of the Unit, and/or from the Condominium Association of which the offending Co-owner is also a member.

B. Recovery of Costs. In the event of a default of the Community Association Documents by a Condominium Association, the Community Association shall be entitled to recover from the Condominium Association, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Community Association Documents. In any proceeding arising because of an alleged default by any member, the Community Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court, but in no event shall any member of the Community Association be entitled to recover such attorney's fees. The Community Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim, or other matter from the Condominium Association.

C. Removal and Abatement. The violation of any of the provisions of this Declaration shall also give the Community Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Open Space and summarily remove and abate, at the expense of the Co-owner in violation, or the Condominium Association responsible, any structure, thing or condition existing or maintained contrary to the provisions of this Declaration, or to the rules and regulations promulgated by the Board of Directors hereunder and the Community Association and/or its duly authorized agents shall not thereby become liable in any manner for trespassing, abatement or removal.

D. Assessment of Fines. Any violation of this Declaration or any rule or regulations promulgated by the Board of Directors, by any member, shall be grounds for assessment by the Community Association, acting through the Board of Directors, of monetary fines for such violation. No fine may be assessed unless rules or regulations establishing such fine have first been duly adopted by the Board of Directors and notice thereof given to all members in the same manner as prescribed in Section 2 above. Thereafter, fines may be assessed only upon notice to the offending members, and an opportunity for such member to appear before the Board no less than thirty (30) days from the date of the notice and

offer evidence in defense of the alleged violation. All fines duly assessed may be collected from the responsible owner of the Unit, and/or from the Condominium Association responsible to collect the sums from the members on behalf of the Community Association, in the manner provided in Section 2 above. Any fine duly assessed by the Board of Directors of the Community Association shall be in such an amount as is reasonable under the circumstances; provided, however, that there shall be no fine for the first violation.

E. Assessment of Costs of Enforcement. All costs, damages, expenses and/or attorney's fees incurred by the Community Association in enforcing any of the provisions of this Declaration, and/or any rules and regulations promulgated by the Board of Directors, may be assessed to and collected from the responsible owner of the Unit, and/or from the Condominium Association responsible for collecting the sums from the members on behalf of the Community Association, shall be assessed by the Community Association against that party in the manner provided in Section 2 above.

F. Non-waiver of Right. The failure of the Community Association or of any member thereof to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Community Association or of any such member thereof to enforce such right, provision, covenant, or condition in the future.

G. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Community Association or any member thereof pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party 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.

ARTICLE VII

MISCELLANEOUS MATTERS

Section 1. Benefits and Burdens. The covenants, conditions, easements, and restrictions herein shall run with the land in perpetuity and are binding upon, and inure to the benefit of, the heirs, executors, administrators, assigns, successors, tenants and personal representatives of the Declarant, the Community Association, the Condominium Associations, and all current and future Co-owners of any Unit developed in a Condominium Project established in Austin Pines West. In the event of a conflict between the provisions of this Declaration and the master deed of any Project, the applicable provisions of this Declaration shall control.

Section 2. Amendments.

A. Community Sewer System and Storm Sewer System Easements. The Declarant reserves to itself, and its successors or assigns, the right at any time prior to the initial sale of all Units as may be built in any Project established in Austin Pines West, without the necessity of obtaining the consent of the Condominium Association of any Project, or the consent of

any individual Co-owner or mortgagee to amend this Declaration from time to time in order to modify the location and/or legal descriptions of any easement reserved, conveyed, granted, transferred or assigned, or confirmed, in Article III above; provided that no such change shall materially and adversely affect the availability or location of any access road or utility serving any Project, except, prior to the transitional control date of the Project so affected which is established pursuant to the Condominium Act, with the prior written consent of the developer of that Project. Notwithstanding the foregoing, the Storm Water Runoff Facility Maintenance Agreement may not be amended without the City's written consent.

B. Other Amendments. Except as provided above or elsewhere in this Declaration, this Declaration may only be amended in accordance with the following provisions:

1. The Community Association may, without the consent of any Co-owner, Condominium Association, or other person, amend this Declaration in order to correct errors and to make such other amendments as do not materially affect any of the rights of any person who has an ownership interest in any portion of Austin Pines West or any Condominium Project developed in Austin Pines West.

2. This Declaration, or any portion hereof, may be amended for any other reason only by the affirmative vote of more than fifty percent (50%) of all members of the Community Association, according to their respective percentages of value, voting at a general or special meeting of the members of the Association called for that purpose.

3. Any Amendment to this Declaration made as provided in paragraph 1 or 2 above shall be executed by a duly designated officer of the Community Association on behalf of all members of the Community Association, and such action shall be binding upon all members of the Community Association and their respective mortgagees, heirs, legatees, administrators, executors, successors and/or assigns. The members of the Community Association hereby designate the Community Association as their attorney-in-fact to execute any such Amendment to this Declaration on their behalf. The members of the Community Association, their respective mortgagees, heirs, legatees, administrators, executors, successors and/or assigns, hereby irrevocably consent to any such Amendment to this Declaration which may be made pursuant to the provisions of Paragraphs A and B hereinabove.

4. No amendments may be made that are contrary to the PUD Ordinance without the consent of the City.

C. Recording. Any Amendment to this Declaration made pursuant to the provisions of Paragraph A or B above shall be in recordable form and shall be recorded in the Register of Deeds of the County of Ionia, State of Michigan forthwith upon the authorization therefor described in Paragraphs A and B hereinabove, whichever is applicable. Upon recordation of said Amendment with the Register of Deeds, each member of the Community Association shall be delivered a copy of such Amendment.

Section 3. Gender and Number. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

Section 4. Construction. The rule of strict construction shall not apply to this Declaration. This Declaration shall be given a liberal and reasonable construction so that the intention of the Declarant to provide for the efficient and effective operation of the Austin Pines West Community shall be effectuated. This Declaration shall be construed in accordance with the laws of Michigan.

Section 5. Assignment. Any or all of the rights and powers granted or reserved to the Declarant in this Declaration may be assigned by it to any other entity or to the Community Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Ionia County Register of Deeds.

Section 6. Severability. In the event that any of the terms, provisions, or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants herein contained or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, the Declarant has made and acknowledged this Declaration of Easements, Covenants, Conditions and Restrictions for Austin Pines West Community on the date first stated above.

[SIGNATURE PAGE FOLLOWS]

DRAFT

GREEN DEVELOPMENT VENTURES, LLC
A Michigan limited liability company

By: _____
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)

) ss.
COUNTY OF _____)

This instrument was acknowledged before me the _____ day of _____, 2026, by Thomas M. Larabel, Vice President of Green Development Ventures, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

_____
Notary Public
_____ County, MI
Acting in the County of _____
My commission expires:

Prepared by:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

AFTER RECORDED RETURN TO:
Dan Larabel
795 Clyde Ct.
Byron Center, MI 49315

DRAFT

EXHIBIT A
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUSTIN PINES WEST COMMUNITY

LEGAL DESCRIPTION OF AUSTIN PINES WEST COMMUNITY

DRAFT

EXHIBIT B
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF AUSTIN PINES WEST COMMUNITY

ORDINANCE NO. ____

DRAFT

EXHIBIT C
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF AUSTIN PINES WEST COMMUNITY

STORM WATER RUNOFF FACILITY MAINTENANCE AGREEMENT

DRAFT

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

April 16, 2026
Project No. 2500214

Jonathan Bowman
Assistant City Manager and City Clerk
City of Ionia
114 N Kidd Street # 496
Ionia, MI 48846

Proposal for Professional Engineering Services
Pines West Site Plan Review

Fishbeck has reviewed the PUD Amendment and Preliminary Site Plan for Austin Pines West (Development) in the City of Ionia (City) proposed by Allen Edwin Homes (developer) with drawings prepared by Roosien & Associates. This review pertains to the Site Plan drawings dated December 10, 2025. It is our understanding that this Site Plan is being presented to the City of Ionia Planning Commission as a preliminary Site Plan and more detailed plans will be presented for review and comment in the future. As such, we have reviewed the Site Plan with the expectation that this is not the final Site Plan for approval.

Fishbeck has reviewed the PUD Amendment and Preliminary Site Plan for the Development dated March 10, 2026. We consider this submittal to be a preliminary Site Plan and more detailed plans will be presented for review and comment. At the City's request, outstanding items to be addressed and requests for additional information have been identified within this original Site Plan review letter in italics.

General Overview

The Development includes 80 dwelling units on 77 lots split into two phases that extend west off the existing Foxtail Drive. The Development plans indicate the roadways will be public streets and the units will be served by public water main and sanitary sewer. The Development includes a storm sewer system that has a stormwater detention basin. Additional amenities such as open space, recreation field, and a mowed walking path are included on the Site Plan.

We offer the following comments for consideration.

Access and Roadway

The Development includes 80 proposed dwelling units off the end of an existing Development with approximately 50 units all accessing the single point on M-66. City standards require a minimum of 2 access points for developments with more than 75 units. There are provisions shown for Road 2 and Road 4 to provide future connection points to the Development. It is unclear whether those locations are to serve additional residential units or connect with potential future development to the west that will provide a secondary access point. The secondary access issue should be discussed and addressed.

Temporary secondary access is described in the PUD submittal. A Traffic Impact Study was completed by Fleis & Vandenbrink on February 15, 2026. Fishbeck reviewed the study and agrees with Fleis & Vandenbrink's findings. An attachment describing our study is attached to this submittal. However, while the Traffic Impact Study found that improved lane striping at Foxtail Drive to be sufficient, Municipal standards require a secondary access for

developments over 75 units. For emergency response and service vehicle purposes, we recommend the Municipal Standard is upheld.

Additionally, we recommend the proposed temporary road to is designed according to Chapter 5 – Standards for Design – Streets and Municipal Utilities of the City Municipal Standards.

The ROW width shown on the plans for all the roadways except Foxtail Drive is 60 feet. The City standard ROW width for public streets is 66 feet. Unless there is a reason to grant a variance for the narrower ROW width, we suggest maintaining the standard 66-foot ROW.

As discussed during a meeting with representatives of the City, Allen Edwin, Roosein & Associates, Williams and Works, and Fishbeck, on December 2, 2025, a reduced ROW may be acceptable within the Development provided all public amenities can be supplied within the ROW cross section according to the Municipal standards and emergency and service vehicles can provide service to the Development.

The roadway section generally meets City standards for width on a local street as well as material thicknesses, curb type, and cross slope. The preliminary Site Plan does not yet include roadway profiles to indicate proposed longitudinal grade of the roadways. Future plan submittals should include roadway grading that complies with the City minimum and maximum grades.

To be reviewed upon final submittal.

The permanent cul-de-sacs shown on Road 3 and Road 5 indicate an outer curb radius of 40 feet which is typically sufficient for a cul-de-sac without a center island. The temporary cul-de-sacs on Foxtail Drive, Road 2, and Road 4, are smaller with only a 30-foot radius. We understand these are temporary; however, they are not large enough for commercial vehicles to utilize without reversing into the nearest side street. Larger temporary cul-de-sacs should be considered, especially if it will be many years before those roadways are extended.

As previously discussed, Municipal standards require all dead end streets to terminate in a turnaround, including those with phased connections.

Water Main

More detailed plans for the water main will need to be provided for review at the next stage of approval. It is expected that water main design will comply with City standards and EGLE requirements for permitting. Initially, we see a few issues that should be addressed.

The Site Plan indicates a proposed 8-inch public water main extended off Foxtail Drive. There are no additional connections shown to provide looping of the water system. This is a potential concern with 80 dwelling units on a single source water supply in the event of a water main break. At a minimum, we suggest an additional connection to the existing 12-inch water main running north-south and located roughly 100 feet west of the end of Road 2. This would provide a secondary connection to minimize the number of temporary shutdowns in the event off a water main break.

The updated proposed water main is looped within the Development, however, this does not meet the recommendation for providing a secondary source to the Development as previously described.

The water main is shown at 23 feet off the centerline according to City standards. The hydrants are shown behind the water main next to the sidewalk in the road section on Sheet C-103. With only 30 feet of ROW on the one side, and a 5-foot-wide walk that is 1 foot off the curb, there is not sufficient space for the hydrant to be constructed as depicted in the Site Plans. The ROW would need to be wider or the hydrants placed on the roadway side of the water main. If the hydrants are placed on the roadway side they must be a minimum of 3 feet behind the curb.

The proposed cross section does not meet Municipal standards. In order for a reduced ROW to be recommended for approval, the proposed cross section should be revised to show sufficient space for all required Municipal amenities within the ROW.

Water main depth shall be a minimum of 6 feet as required by City standards.

Valve locations are not shown on the preliminary Site Plan; however, we expect that the City standards will be followed on future Site Plan submittals. All tees shall have 3 valves, maximum valve spacing on straight runs of 500 feet, and valves approximately 40 feet from the end of a dead-end main to facilitate future connections.

To be reviewed upon final submittal.

Sanitary Sewer

Detailed sanitary sewer plans will need to be provided for future submittals. The design should comply with the City standards and EGLE requirements for permitting. We offer the following items for consideration when developing the detailed sanitary sewer plans.

To be reviewed upon final submittal.

The proposed sanitary sewer is an 8-inch sewer along the centerline of the roadways with a discharge point to an existing sanitary sewer manhole to the east of the Development and is located north of Lot 6. A 20-foot-wide utility easement is indicated for the sanitary sewer between Lot 6 and the Recreation Field. This easement width will need to be reviewed and may need to be increased depending on the depth of the sanitary sewer.

To be reviewed upon final submittal.

The developer should review the sanitary sewer grades for depth especially near Lot 16 though to Lot 19. Depending on the roadway elevation and the grading on these lots it may be difficult to have the depth sufficient to serve them with an outlet elevation of 774.80 and the existing grades in the 780 to 788 elevation. A similar situation may exist along the west end of Road 2.

To be reviewed upon final submittal.

Stormwater Control and Storm Sewers

The developer has proposed a public storm sewer system including a stormwater detention basin. Details are not provided at this stage; however, the plans do indicate that the stormwater management system will comply with the Ionia County Drain Commissioner's standards. The storm sewer shall also be designed to comply with City's standards. We expect additional detail will be provided for review on subsequent submittals. We offer the following items for consideration when preparing the next set of drawings.

The Site Plan indicates the storm sewer to be located 8 feet off the road centerline. City standards require 10 or 13 feet off the centerline.

An explanation should be provided if Municipal standards cannot be met.

The location of the catch basins may need to change depending on the final grading of the roadway. City standards will need to be followed for spacing of catch basins and manholes.

To be reviewed upon final submittal.

Easements will need to be provided for any public storm sewer located outside the ROW. The required easement width will depend on the depth and size of the storm sewers. There needs to be sufficient width for the City to maintain the sewers when the need arises.

To be reviewed upon final submittal.

Conclusion

We consider this stage to be more of a zoning review with sufficient outline of items to be included to indicate the intent with roadways and utilities and to provide feedback for the developer on items we expect to see on future submittals. Additional detail will need to be provided for review on subsequent submittals before we are comfortable recommending an approval from an engineering standpoint.

Within the submittal of final documents, we expect the recommendations included in this letter to be addressed before we are comfortable recommending engineering approval.

If you have any questions or require additional information, please contact me at 616.464.3903 or apowers@fishbeck.com.

Sincerely,

Ashley Powers

Ashley Powers, PE
Civil Engineer

Attachments
By email
Copy: Mike Berrevoets, PE – Fishbeck

fishbeck
Engineers | Architects | Scientists | Constructors

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616.575.3824 | fishbeck.com

Memo

TO: Jonathan Bowman – City of Ionia

FROM: Jill Bauer, PE, PTOE

DATE: April 16, 2026 **PROJECT NO.:** 2500214

SUBJECT: Austin Pines West – Traffic Impact Assessment

At the request of the City of Ionia (City), Fishbeck has reviewed the Traffic Impact Assessment (TIA), completed by Fleis & Vandenbrink, and dated February 15, 2026, for the proposed Austin Pines West residential development located at Foxtail Drive and M-66 (State Street).

Based on our review, Fishbeck agrees with the findings of the study that recommends pavement markings and signage on eastbound Foxtail Drive to delineate the approach with one left turn lane and one shared through/right turn lane. Additionally, the results of the TIA do not support the need for cross connection to Reimer Street to the south.

If revisions to the TIA are completed, Fishbeck recommends the following revisions:

1. The submitted Site Plan shows 84 single family detached homes and 12 single family attached homes. The submitted TIA shows 86 single family detached homes and 12 single family attached homes. The number of units utilized in the study should match the submitted Site Plan.
    a. The trip generation forecast should be updated to match the submitted Site Plan.
2. The trip generation forecast for the site used the 12th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The Land Use Code (LUC) 210: Single-Family Detached Housing and LUC 220: Multifamily Housing (Low-Rise). LUC 220 applies to building with two or three floors of residences. Typically, these residences share both floors and walls. LUC 215: Single-Family Attached Housing applies to buildings that share a wall with an adjoining residence. LUC 215 better represents the type of single family attached homes proposed.
    a. The trip generation forecast should utilize LUC 215: Single-Family Attached Housing for the attached homes.
3. The trip distribution was generated based on the proposed site access plan and the existing peak hour traffic patterns. Distribution was calculated separately for inbound and outbound traffic. Given that all trips are assigned to NB or SB M-66 (State Street), the inbound and outbound traffic distribution would likely be the same.
    a. Please provide clarification on how the trip distribution was developed, and why inbound and outbound trips have different trip distribution patterns.
4. The intersection of M-66 (State Street) and Foxtail Drive/Belleview Drive was modeled with one shared left/through/right lane on the eastbound (EB) Foxtail Drive approach and one left turn lane and one shared

through /right turn lane on the westbound (WB) Belleview Drive approach. Foxtail Drive is approximately 36 feet wide, which would allow for one left turn lane and one shared through/right turn lane.

a. The EB Foxtail Drive approach should be modeled with one left turn lane and one shared through/right turn lane in all analysis scenarios.

By email