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Kent County MI Register SEAL

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I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any Individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.  
Date 12/30/03  
Thomas G. Manion  
Deputy, Kent County Treasurer, Grand Rapids, Michigan

# EIGHTH AMENDMENT TO MASTER DEED OF ADA MOORINGS

(Act 59, Public Acts of 1978)  
as amended

Amendment No. 8 to Kent County Condominium Subdivision Plan No. 408.

- (1) Eighth Amendment to Master Deed of Ada Moorings.
- (2) Exhibit A to Amended Master Deed: Affidavit of Mailing as to Notices required by Section 90(5).
- (3) Exhibit B to Amended Master Deed: Replat No. 5 to Condominium Subdivision Plan of Ada Moorings.

No interest in real estate is conveyed by this document, so no revenue stamps are required.

PPN 41-19-02-126-007  
VERIFIED BY PD&M AM(e) '03  
From: 126-003 3/03  
"- 001 " 1/90

This Instrument  
Drafted By:

Mark C. Hanisch  
Charron & Hanisch, P.L.C.  
5242 Plainfield, N. E. - Suite D  
Grand Rapids, MI 49525  
(616) 363-0300

## EIGHTH AMENDMENT TO MASTER DEED OF ADA MOORINGS

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

THIS EIGHTH AMENDMENT TO MASTER DEED OF ADA MOORINGS is made this 23<sup>rd</sup> day of December, 2003, by Eastbrook Development Company, a Michigan corporation, of 2130 Enterprise Drive, S. E., Grand Rapids, Michigan 49508.

### Recitals

- A. Ada Moorings is a residential site condominium project (the "Project") established by Master Deed dated January 8, 1998, and recorded January 9, 1998, in Liber 4240, Pages 826-893, inclusive, Kent County Records (the "Master Deed"), by Ada Moorings Development, L.L.C.
- B. Eastbrook Development Company (the "Developer") is the successor developer of the Project, as evidenced by the Certificate of Successor Developer dated August 4, 1999, and recorded January 19, 2000, in Liber 4958, Pages 722-725, Kent County Records and by the Assignment of Developer's Rights attached as Exhibit A to the Certificate.
- C. Developer has reserved the right, without the consent of any Co-owner or other person, to amend the Master Deed to increase the number of residential units of any type in the Project and to expand the Project as provided in Article IX of the Master Deed.
- D. By First Amendment to Master Deed of Ada Moorings dated August 4, 2000, and recorded on September 22, 2000, in the office of the Kent County Register of Deeds in Liber 5159, pages 60-76, inclusive, and by Second Amendment to Master Deed of Ada Moorings dated December 12, 2001, and recorded on December 17, 2001, in the office of the Kent County Register of Deeds in Liber 5757, pages 1108-1124, inclusive, Developer, among other actions, amended the Master Deed to increase the number of units in the Project to sixty-seven (67) and added certain land to the Project.
- E. By Third Amendment to Master Deed of Ada Moorings dated August 19, 2002, and recorded on August 29, 2002, in the office of the Kent County Register of Deeds in Liber 6213, pages 1038-1047, inclusive, and by Fourth Amendment to Master Deed of Ada Moorings dated November 23, 2002, and recorded on December 9, 2002, in the office of the Kent County Register of Deeds in Liber 6470, page 638, Developer, among other actions, amended the Master Deed to address certain boundary issues between certain units in the Project.
- F. By Fifth Amendment to Master Deed of Ada Moorings dated December 19, 2002, and recorded on December 30, 2002, in the office of the Kent County Register of Deeds in

Liber 6518, Pages 223-233, inclusive, Developer, among other actions, amended the Master Deed to increase the number of units in the Project to seventy-four (74) and added certain land to the Project, and by Sixth Amendment to Master Deed of Ada Moorings dated February 27, 2003, and recorded on March 6, 2003 in the office of the Kent County Register of Deeds in Liber 6704, pages 870-879, inclusive, Developer, among other actions, adjusted or corrected certain boundary lines of units in the Project.

- G. By Seventh Amendment to Master Deed of Ada Moorings dated October 28, 2003 and recorded on November 5, 2003, in the office of the Kent County Register of Deeds as document number 20031105-0226403, Developer, among other actions, increased the number of units in the Project from seventy-four (74) to one hundred eighteen (118) and added certain land to the Project.
- H. Developer desires to enlarge the Project from one hundred eighteen (118) Units to one hundred forty (140) units, to add certain new provisions to the Master Deed governing the maintenance and assessments pertaining to the Units added by this amendment (such units being units 119-140), to add additional Common Element land to the Project and to expand the Project for the purpose of adding the following parcel of land as Phase VI of the Project:

That part of the W ½ of Section 35, T7N, R10W, Ada Township and that part of the N ½, Section 2, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°57'23"E 54.04 feet along the West line of Section 35 to the Northeasterly line of the Central Michigan Railway Company R.O.W. (100 feet wide); thence S49°00'00"E 989.79 feet along said Northeasterly R.O.W. line to the PLACE OF BEGINNING of this description; thence N41°00'00"E 215.83 feet; thence N49°02'44"E 192.99 feet; thence N03°21'13"E 41.21 feet; thence N49°02'44"E 396.39 feet; thence S42°38'44"E 983.80 feet; thence S41°00'00"W 723.15 feet; thence N49°00'00"W 1035.07 feet along the Northeasterly line of the Central Michigan Railroad R.O.W. to the place of beginning. Subject to easements of record. This parcel contains 18.212 acres.

### Provisions

1. Villa Units and Villa Association. Article I of the Master Deed is amended to add the following definitions in new subparagraphs (n) and (o):
- (n) "villa units" means units 119 through 140, inclusive, added to the Project by the Eighth Amendment to Master Deed of Ada Moorings.
- (o) "Villa Association" means the Michigan nonprofit corporation initially known as "Ada Moorings Villa Association," of which all Co-owners of

villa units shall be members and which shall be responsible for certain obligations pertaining to the villa units as set forth in the Condominium Documents for the Project.

The Developer amends the Master Deed as follows:

2. Phase VI. Article III of the Master Deed is amended as follows:

“The land which is dedicated to the Condominium Project established by this Master Deed, as amended, is legally described as follows:

That part of Sections 34 and 35, T7N, R10W, Ada Township, and that part of the N ½, Section 2, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°57'23"E 54.04 feet along the West line of Section 35 to the Northeasterly line of the Central Michigan Railway Company R.O.W. (100 feet wide); thence S49°00'00"E 318.15 feet along said Northeasterly R.O.W. line to the PLACE OF BEGINNING of this description; thence N05°30'00"W 130.00 feet along the Easterly line of Thornapple Club Condominiums to Reference Point "B"; thence along said Easterly line N05°30'00"W 268 feet, more or less, to the waters edge of a pond; thence meandering Southwesterly along said waters edge to its intersection with a line which bears N84°30'00"E from Reference Point "A" (Reference Point "A" is located N18°13'09"W 250.70 feet along an intermediate traverse line from above described Reference Point "B"); thence S84°30'00"W 5 feet, more or less, to Reference Point "A"; thence S84°30'00"W 15.00 feet and N19°23'28"W 20.00 feet and N34°37'58"W 87.48 feet and N05°30'00"W 73.59 feet and S84°30'00"W 49.00 feet along the Northeasterly line of Thornapple Club Condominium; thence Westerly 31.31 feet on a 238.00 foot radius curve to the right, the chord of which bears S88°16'06"W 31.28 feet; thence Northeasterly 47.83 feet on a 30.0 foot radius curve to the left, the chord of which bears N46°21'44"E 42.92 feet; thence Northerly 98.70 feet along the Westerly line of Thornapple Club Drive (private) on a 265.0 foot radius curve to the right, the chord of which bears N11°21'26"E 98.13 feet; thence N72°00'18"W 103.41 feet along the Northeasterly line of Thornapple Club Condominium; thence N49°26'43"W 70.96 feet and N17°05'17"W 174.90 feet and N35°26'19"W 150.12 feet and N77°40'35"W 35.89 feet and N09°40'15"E 131.57 feet and N62°42'00"E 69.31 feet and N00°40'17"E 140.00 feet along said Northeasterly line of Thornapple Club to the NE corner of Unit 33,

Thornapple Club; thence N85°14'31"W 102.96 feet along the Northerly line of Thornapple Club Condominiums; thence N49°05'06"W 38.41 feet and N71°22'00"W 181.82 feet and N81°51'58"W 84.60 feet and N83°00'00"W 234.95 feet and N77°06'55"W 64.85 feet and N66°28'25"W 69.72 feet and N60°43'00"W 72.06 feet and S31°37'00"W 140.00 feet and S37°27'30"W 30.15 feet and S31°47'00"W 173.87 feet along said Northerly line of Thornapple Club Condominiums; thence N49°00'00"W 881.83 feet along the Northeasterly line of the Central Michigan Railroad R.O.W. (100 feet wide); thence N41°04'53"E 400.00 feet; thence S74°55'54"E 60.95 feet; thence N79°30'00"E 160.75 feet; thence S10°30'00"E 151.00 feet; thence S36°13'41"E 140.42 feet; thence N79°48'00"E 156.17 feet; thence N50°50'00"E 41.00 feet; thence N01°50'44"E 20.73 feet; thence N37°21'40"W 67.82 feet; thence N52°38'20"E 140.00 feet; thence N67°03'01"E 30.97 feet; thence N52°38'20"E 127.00 feet to Reference Point "C"; thence N52°38'20"E 68 feet, more or less, to the proposed waters edge of a pond; thence meandering Southeasterly along said waters edge to its intersection with a line which bears N17°00'00"W from Reference Point "D" (Reference Point "D" is located S38°41'20"E 159.65 feet and S46°27'35"E 79.14 feet and S57°44'04"E 330.63 feet and S49°36'15"E 199.87 feet and S34°00'00"E 100.95 feet and S64°29'08"E 126.71 feet along an intermediate traverse line from above described Reference Point "C"); thence S17°00'00"E 14 feet, more or less, to Reference Point "D"; thence S17°00'00"E 15.00 feet; thence N73°00'00"E 20.00 feet to Reference Point "E"; thence N73°00'00"E 19 feet, more or less to the waters edge of a pond; thence meandering Easterly along the Northerly edge of said pond to Reference Point "F" which bears N69°00'21"E 109.08 feet from above described Reference Point "E"; thence N47°21'16"E 7.24 feet; thence S42°38'44"E 2944.84 feet; thence S41°00'00"W 723.15 feet; thence N49°00'00"W 1706.71 feet along the Central Michigan Railroad R.O.W. to the place of beginning. Subject to easements of record."

3. Driveways and Landscaping. Article V, Section B, of the Master Deed is amended by deleting Section B in its entirety and replacing it with the following:

B. "Limited Common Elements. The limited common elements are those common elements limited in use to the owner(s) of the unit(s) they abut or to which they appertain, including, without limitation, any portion of any driveway and landscaping appurtenant to a unit, including a villa unit, located outside such unit, and those common elements shown on the Condominium Subdivision Plan."

4. Upkeep of Villa Units. Article V, Section C of the Master Deed is amended by deleting Section C in its entirety and replacing it with the following:

C. “Upkeep of Common Elements and Villa Units. The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

1. Except as many be otherwise specifically provided in the Condominium documents, The Association shall bear the cost of decorating, maintaining, repairing, and replacing all general common elements except to the extent of maintenance, repair, or replacement due to the acts or neglects of a co-owner or his or her agent, guest, or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the Association.

2. Except to the extent of maintenance, repair, or replacement due to the act or neglect of another co-owner or his or her agent, guest, invitee, or pet for which such co-owner shall be wholly responsible, and except as to certain obligations pertaining to the villa units as provided in paragraph three below, the cost of decorating, maintaining, repairing, and replacing all improvements, including landscaping, within the boundaries of a unit will be borne by the co-owner of the unit. The condition and appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping, and all other improvements within a unit will, at all times, be subject to approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

3. The Villa Association will be responsible for the routine mowing of any portion of a villa unit that consists primarily of grass that is reasonably accessible to the lawn maintenance equipment of the person doing such mowing, groundskeeping (including spring and fall clean up of leaves and grounds) of reasonably accessible areas designated by the Developer or the Villa Association, maintaining shrubbery and outdoor plantings approved by the Developer or the Villa Association, maintaining, repairing and replacing any underground sprinkling system approved by the Developer or the Villa Association and clearing the snow from all driveways servicing villa units. In addition to the assessments levied by the Association, the co-owners of villa units will pay assessments to the Villa Association, in accordance with budgets to be prepared by the Villa Association, for the

additional services described in this paragraph. All work to be performed by or for the Villa Association pursuant to this paragraph shall be performed in such a manner as to ensure that the landscaping and general groundskeeping maintenance of the villa units are consistent with the landscaping and groundskeeping maintenance of the other units in the Project.

4. If any maintenance, repair or replacement is performed by the Villa Association because of any act or neglect of a co-owner or his or her agent, guest, invitee or pet, for which such co-owners shall be wholly responsible, the costs of such maintenance, repair or replacement shall be paid upon demand by the responsible co-owner; provided, that reasonable prior notice and opportunity to cure shall be served on the responsible co-owner by the Villa Association.

5. Any maintenance, repair, or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the Association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit, or any improvement or property located within the boundaries of the unit, of the co-owner who failed to fulfill his or her obligations.

6. Any maintenance, repair, or replacement obligation to be borne by the Villa Association, if not performed by the Villa Association within thirty (30) days after the date of written notice served on it by the Association describing such obligation and the alleged default by the Villa Association, may be performed by or under the direction of the Association, with the cost assessed against the Villa Association. The Association shall not, in such case, be responsible for incidental damage to the unit, or any improvement or property located within the boundaries of the unit, in which such work was performed.”

5. Residual Damage to Units. Article V, Section D, of the Master Deed is amended by deleting Section D in its entirety and replacing it with the following:

D. “Residual Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a unit, or any improvement or property located within the boundaries of the unit, caused by the repair, replacement, or maintenance activities of the Association or of the Villa Association shall be repaired at the expense of the Association or the Villa Association, as the case may be.”

6. Operation of Villa Association. As provided in the Condominium Documents, each co-owner of a villa unit shall be a member of the Villa Association in addition to being a member of the Association. Unless the Master Deed, including the recorded Bylaws, or the context of any situation clearly provides to the contrary, the provisions contained in Articles I (Association of Co-owners), II (Membership and Voting), III (Meetings and Quorum), IV (Administration) and V (Operation of the Property) of the recorded Bylaws of the Association, modified as follows and by implication because of the limited purposes for which the Villa Association has been established, shall also apply to the villa units:

- a. As to Article I, Section 1, the Villa Association will be responsible only for the obligations delegated to it.
- b. As to Article II, Section 1, only co-owners of villa units shall be members of the Villa Association.
- c. As to Article III, Section 2, there will be no Advisory Committee for the Villa Association.
- d. As to Article IV, Section 2, the powers and duties of the Villa Association shall be all powers and duties reasonably needed by the Villa Association to fulfill its responsibilities with respect to the villa units including, but not limited to:

- Levying and collecting regular and special assessments against and from the members of the Villa Association;
- Using the proceeds collected from members of the Villa Association for the purposes of the Villa Association;
- Enforcing assessments through liens, foreclosures, lawsuits and all other means available to the Villa Association;
- Carrying insurance;
- Spending the funds needed to repair and/or replace property such as underground sprinkling equipment which the Villa Association is responsible for, regardless of whether such property is located within a unit or is a common element;
- To contract for and employ, supervise and discharge persons or business entities to assist the Villa Association in the performance of its responsibilities;
- To make and amend reasonable rules and regulations according to the procedure set forth in subsection 2(f) of Article IV of the Condominium Bylaws; and



- To establish committees as it deems necessary, convenient, or desirable and to appoint persons to such committees, for the purpose of implementing the administration of the Villa Association's responsibilities and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board of the Villa Association and to enforce the provisions of the Condominium Documents as they pertain to the Villa Association and to sue on behalf of the Villa Association and/or its members and to assert, defend or settle claims on behalf of the members of the Villa Association.

e. As to Article V, Section 8, the Villa Association is not required to notify any occupant of any villa unit prior to any access authorized under Article V, Section C of the Master Deed.

f. As to Article V, Section 11, the Villa Association is not required to maintain a reserve fund for major repairs and replacement of common elements.

7. Insurance. The introductory paragraph of Article VI, Section 1, of the Condominium Bylaws, is amended by deleting the existing paragraph and replacing it with the following:

“Section 1. Insurance. The Association and the Villa Association shall, to the extent appropriate given the nature of the common elements and the respective interests and responsibilities of the entities, carry vandalism and malicious mischief and liability insurance (including, without limitation, directors' and officers' coverage), worker's compensation insurance, general liability insurance, and/or such other insurance coverage as their respective Boards may determine to be appropriate with respect to the ownership, use, and maintenance of the common elements and villa units and the administration of the Project and the responsibilities of the respective Associations. Such insurance shall be carried and administered in accordance with the following provisions (with each reference to the Association including the Villa Association where the context so requires):”

8. Special Restrictions for Villa Units. Various subsections of Article VII, Section 1B, of the Condominium Bylaws are amended by deleting the existing subsections and replacing them with the following subsections in order to add special restrictions and provisions pertaining to Villa Units:

“(vii) Size and Setback Requirements. All residences constructed after this Eighth Amendment must conform to the following size requirements:

(a) Area Minimums.

- Within a unit (other than a villa unit), no residence will be constructed with a fully enclosed floor area of less than one thousand three

hundred (1,300) square feet in the case of one-story ranch homes, or one thousand six hundred (1,600) square feet in the case of two-story homes; provided, however, that if larger homes are required by ordinance, then the ordinance's requirements shall apply.

• Within a villa unit, no one-story or bi-level residence will be constructed with a fully enclosed main floor (or top floor of a bi-level) of less than one thousand three hundred fifty (1,350) square feet and no two-story residence will be constructed with less than two thousand (2,000) square feet of finished liveable area above grade level.”

\* \* \* \*

“(d) Setbacks. Except as otherwise provided in these Bylaws or by ordinance, minimum building setbacks for units other than villa units shall be as set forth in the Condominium Subdivision Plan. Minimum building setbacks for units 1 through 18 are:

Front: 40 feet  
Side: 10 feet (20 feet structure to structure)  
Rear: 25 feet (except for units 11 through 15,  
which shall be measured as provided below)

Maximum rear building setbacks for units 11 through 15 measured from the edge of the paved road in the front yard to the rear edge of the structure are:

Unit 11: 90 feet  
Unit 12: 80 feet  
Unit 13: 80 feet  
Unit 14: 85 feet  
Unit 15: 90 feet

Minimum building setbacks within units other than villa units for residences constructed after the recording of this Eighth Amendment are as follows:

Front: 40 feet  
Side: 10 feet  
Rear: 25 feet

Minimum building setbacks for residences constructed within villa units are as follows:

Front: 30 feet measured from the edge of the road  
Side: 20 feet between villa units


The Developer reserves the right to require greater building setbacks as part of the approval process set forth in Subsection (v) above.

(viii) Lawns. Each Co-owner of a unit other than a villa unit shall properly maintain all lawn areas within his or her unit. The Villa Association shall have the responsibilities with respect to lawn maintenance of villa units set forth in Article V, Section C of the Master Deed and the co-owner of each villa unit shall have all other lawn maintenance responsibilities with respect to his or her villa unit. All lawns shall be kept free from weeds, underbrush, and other unsightly growths.”

9. Percentage of Value. Article VI, Section B and Article IX, Section C1 of the Master Deed which provide that all Units have equal percentages of value are ratified and confirmed.
10. Condominium Subdivision Plan. The Condominium Subdivision Plan, as amended by the prior amendments to the Master Deed, is amended as shown on the Condominium Subdivision Plan attached as Exhibit B to this Eighth Amendment which contains new and amended sheets.
11. Master Deed Provisions. All of the provisions of the Master Deed, as amended, including, without limitation, the provisions contained in Article X, apply to the real property added to the Project by this Eighth Amendment to the Master Deed.
12. Continuing Effect. In all other respects, the provisions of the Master Deed, as previously amended, are ratified and confirmed.

The Developer has duly executed this Eighth Amendment to Master Deed on the day and year set forth in the opening paragraph of this Eighth Amendment.

EASTBROOK DEVELOPMENT COMPANY,  
a Michigan corporation

By:   
Dale Kraker  
Its: President

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Kent County MI Register SEAL

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF KENT )

Acknowledged before me in Kent County, Michigan, on December 23, 2003, by Dale Kraker, the President of Eastbrook Development Company, a Michigan corporation, on behalf of the corporation.

Kathleen M. Adams  
\* Kathleen M. Adams  
Notary Public, Kent County, MI  
My commission expires: 04/07/04

S:\MCH\EastbrookDevelopment\AdaMoorings\Eighth Amendment to Master Deed.wpd



REPLAT NO.5 OF:  
 KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 408  
 EXHIBIT "B" TO THE AMENDED MASTER DEED OF

**ADA MOORINGS**

ADA TOWNSHIP, AND CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN.

SURVEYOR:

DEVELOPER:

EXCEL ENGINEERING INC.  
 5252 CLYDE PARK S.W.  
 GRAND RAPIDS MI 49509

EASTBROOK DEVELOPMENT COMPANY  
 2130. ENTERPRISE DRIVE S.E.  
 GRAND RAPIDS MI 49508

GRAND RAPIDS MI 49509

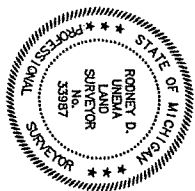
GRAND RAPIDS MI 49508

Description of Ada Moorings:  
 That part of Sections 34 and 35, T7N, R10W, Ada Township, and that part of the N 1/2, Section 2, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°57'23"E 54.04 feet along the West line of Section 35 to the Northeastly line of the Central Michigan Railway Company R.O.W. (100 feet wide); thence S49°00'00"W 318.15 feet along said Northeastly R.O.W. line to the PLACE OF BEGINNING of this description; thence N05°30'00"W 130.00 feet along the Eastern line of Thomapple Club Condominiums to Reference Point "B"; thence along said Eastern line N05°30'00"W 268 feet, more or less, to the waters edge of a pond; thence meandering Southwesterly along said waters edge to its intersection with a line which bears N84°30'00"E from Reference Point "A";

(Reference Point "A" is located N18°13'09"W 250.70 feet along an intermediate traverse line from above described Reference Point "B"; thence S94°30'00"W 9 feet, more or less, to Reference Point "A"; thence S84°30'00"W 15.00 feet and N19°23'28"E 20.00 feet and N34°37'58"W 87.48 feet and N05°30'00"W 73.59 feet and S84°30'00"W 49.00 feet along the Northeastly line of Thomapple Club Condominium; thence Westsly 31.31 feet on a 238.00 foot radius curve to the right, the chord of which bears S88°16'08"W 31.28 feet; thence Northeastly 47.83 feet on a 300.0 foot radius curve to the left, the chord of which bears N46°21'44"E 42.92 feet; thence Northerly 98.70 feet along the Westsly line of Thomapple Club Drive (parked), on a 265.0 foot radius curve to the right, the chord of which bears N11°21'26"E 98.13 feet; thence N72°00'19"W 103.41 feet along the Northeastly line of Thomapple Club Condominium; thence N49°28'43"W 70.98 feet and N17°09'17"W 174.90 feet and N35°26'19"W 150.12 feet and N77°40'35"W 35.89 feet and N09°40'15"E 131.57 feet and N62°42'00"E 69.31 feet and N05°40'17"E 140.00 feet along said Northeastly line of Thomapple Club to the NE corner of Unit 33, Thomapple Club; thence N85°14'31"W 102.86 feet and N81°51'58"W 84.80 feet and N83°00'00"W 234.95 feet and N77°05'05"W 38.41 feet and N65°28'25"W 63.72 feet and N68°43'00"W 72.06 feet and S31°37'00"W 140.00 feet and S37°27'30"W 30.15 feet and S31°47'00"W 173.87 feet along said Northerly line of Thomapple Club Condominiums; thence N49°00'00"W 881.83 feet along the Northeastly line of the Central Michigan Railroad R.O.W. (100 feet wide); thence N41°04'53"E 400.00 feet; thence S74°55'54"E 60.95 feet; thence N73°30'00"E 160.76 feet; thence S10°30'00"E 151.00 feet; thence S98°13'41"E 140.42 feet; thence N79°48'00"E 156.17 feet; thence N50°50'00"E 41.00 feet; thence N01°50'44"E 20.73 feet; thence N37°14'07"W 67.82 feet; thence N52°38'20"E 140.00 feet; thence N67°03'01"E 30.87 feet; thence N52°38'20"E 127.00 feet to Reference Point "C"; thence N52°38'20"E 68 feet, more or less, to the proposed waters edge of a pond; thence meandering Southwesterly along said waters edge to its intersection with a line which bears N17°00'00"W from Reference Point "D". (Reference Point "D" is located S98°41'20"E 159.65 feet and S46°27'35"E 79.14 feet and S7°44'04"E 320.63 feet and S49°26'15"E 189.87 feet and S34°00'00"E 100.95 feet and S64°29'08"E 126.71 feet along an intermediate traverse line from above described Reference Point "C"); thence S17°00'00"E 14 feet, more or less, to Reference Point "D"; thence S17°00'00"E 15.00 feet; thence N73°00'00"E 20.00 feet to Reference Point "E"; thence N73°00'00"E 19 feet, more or less to the waters edge of a pond; thence meandering Easterly along the Northerly edge of said pond to Reference Point "F" which bears N69°00'21"E 109.08 feet from above described Reference Point "E"; thence N47°21'16"E 7.24 feet; thence S42°38'44"E 2944.84 feet; thence S41°00'00"W 723.15 feet; thence N49°00'00"W 1708.71 feet along the Central Michigan Railroad R.O.W. to the place of beginning. Subject to assessments of record.

- SHEET INDEX
- \*1 COVER SHEET
  - 2 SURVEY PLAN (PHASE 1)
  - 3 SITE PLAN (PHASE 1)
  - 4 UTILITY AND FLOOD PLAN PLAN (PHASE 1)
  - \*5 EXPANSION AREA & COMPOSITE PLAN
  - 6 SURVEY PLAN (PHASES 2 & 4)
  - 7 SITE PLAN & FLOOD PLAN PLAN (PHASES 2 & 4)
  - 8 UTILITY PLAN (PHASES 2 & 4)
  - \*9 SURVEY PLAN (PHASE 3)
  - \*10 SITE PLAN & FLOOD PLAN PLAN (PHASE 3)
  - 11 UTILITY PLAN (PHASE 3)
  - \*12 SURVEY PLAN (PHASES 5 & 6)
  - \*13 SITE PLAN & FLOOD PLAN PLAN (PHASES 5 & 6)
  - \*14 UTILITY PLAN (PHASES 5 & 6)
  - \*15 SURVEY PLAN (PHASE 7)
  - \*16 SITE PLAN (PHASE 7)
  - \*17 UTILITY PLAN (PHASE 7)

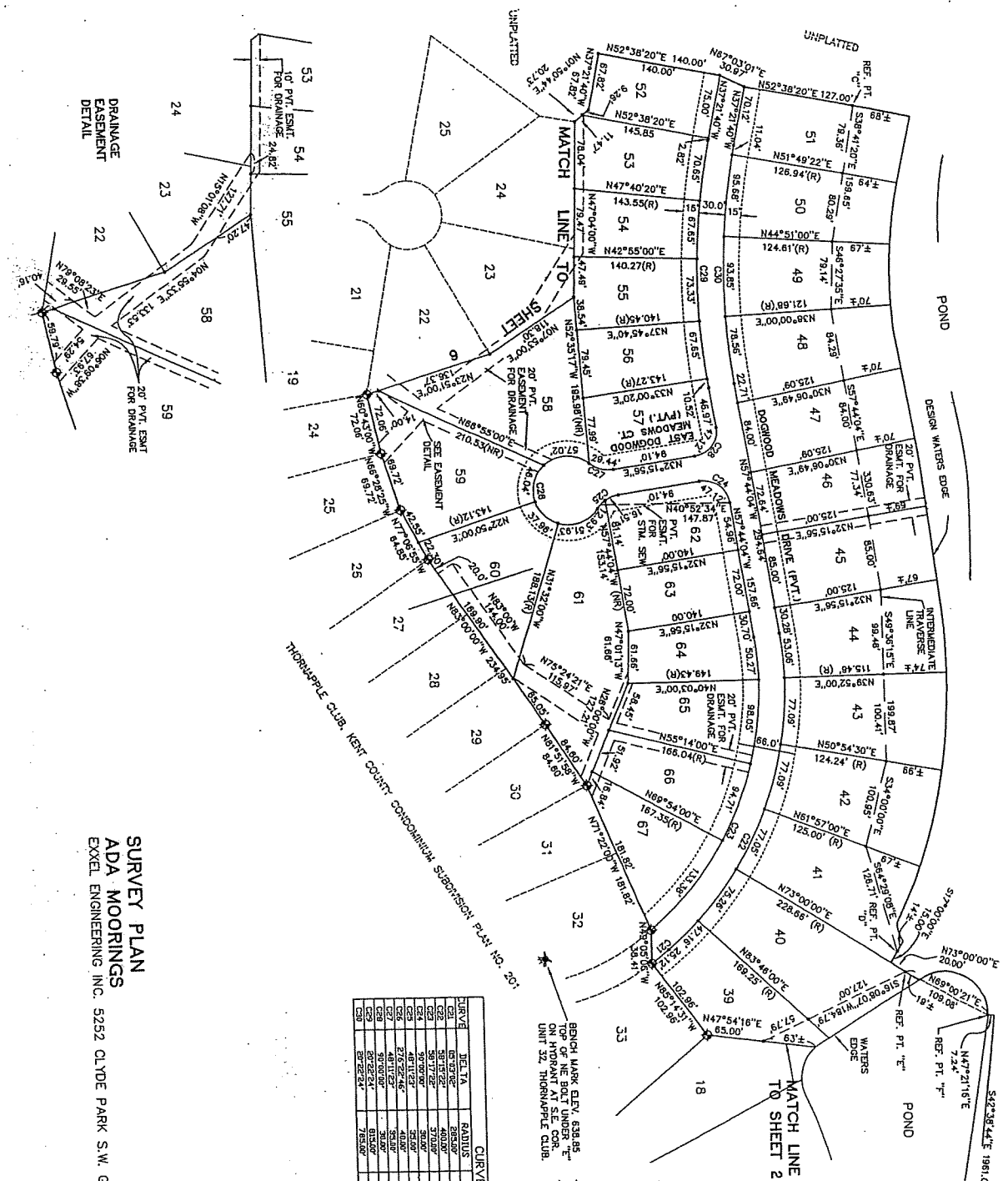
THE ASTERISK (\*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE DATED DEC. 10, 2003 THESE SHEETS TOGETHER WITH THIS SUBMITTAL REPLACE OR SUPPLEMENT THOSE PREVIOUSLY ISSUED.



*Ronney D. Urdema*

PROPOSED	DEC. 5, 1997
AMENDED	JULY 10, 2000
AMENDED	NOV. 14, 2001
AMENDED	JULY 1, 2002
AMENDED	NOV. 12, 2002
AMENDED	DEC. 17, 2002
AMENDED	FEB. 7, 2003
AMENDED	MAY 1, 2003
AMENDED	SEPT. 25, 2003
AMENDED	DEC. 10, 2003



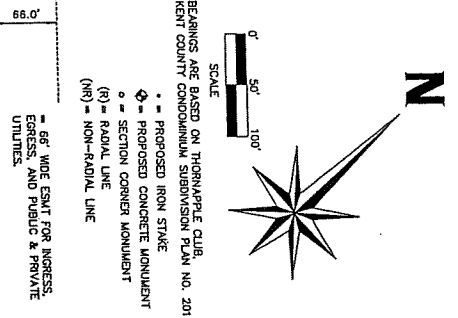


**CURVE TABLE**

STATION	BELTA	RADIUS	LENGTH	BEARING	CHORD
18+00.00	180.00	288.00	53.24	N87°15'39"E	25.17
18+53.24	180.00	288.00	53.24	N87°15'39"E	25.17
19+06.48	180.00	288.00	53.24	N87°15'39"E	25.17
19+59.72	180.00	288.00	53.24	N87°15'39"E	25.17
20+13.96	180.00	288.00	53.24	N87°15'39"E	25.17
20+67.20	180.00	288.00	53.24	N87°15'39"E	25.17
21+20.44	180.00	288.00	53.24	N87°15'39"E	25.17
21+73.68	180.00	288.00	53.24	N87°15'39"E	25.17
22+26.92	180.00	288.00	53.24	N87°15'39"E	25.17
22+80.16	180.00	288.00	53.24	N87°15'39"E	25.17
23+33.40	180.00	288.00	53.24	N87°15'39"E	25.17
23+86.64	180.00	288.00	53.24	N87°15'39"E	25.17
24+39.88	180.00	288.00	53.24	N87°15'39"E	25.17
24+93.12	180.00	288.00	53.24	N87°15'39"E	25.17
25+46.36	180.00	288.00	53.24	N87°15'39"E	25.17
25+99.60	180.00	288.00	53.24	N87°15'39"E	25.17
26+52.84	180.00	288.00	53.24	N87°15'39"E	25.17
27+06.08	180.00	288.00	53.24	N87°15'39"E	25.17
27+59.32	180.00	288.00	53.24	N87°15'39"E	25.17
28+12.56	180.00	288.00	53.24	N87°15'39"E	25.17
28+65.80	180.00	288.00	53.24	N87°15'39"E	25.17
29+19.04	180.00	288.00	53.24	N87°15'39"E	25.17
29+72.28	180.00	288.00	53.24	N87°15'39"E	25.17
30+25.52	180.00	288.00	53.24	N87°15'39"E	25.17
30+78.76	180.00	288.00	53.24	N87°15'39"E	25.17
31+32.00	180.00	288.00	53.24	N87°15'39"E	25.17
31+85.24	180.00	288.00	53.24	N87°15'39"E	25.17
32+38.48	180.00	288.00	53.24	N87°15'39"E	25.17
32+91.72	180.00	288.00	53.24	N87°15'39"E	25.17
33+44.96	180.00	288.00	53.24	N87°15'39"E	25.17
33+98.20	180.00	288.00	53.24	N87°15'39"E	25.17

**SURVEY PLAN**  
**ADA MOORINGS**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 9

PROPOSED NOV. 14, 2001  
 AMENDED JULY 1, 2002  
 AMENDED NOV. 12, 2002  
 AMENDED SEPT. 25, 2003  
 AMENDED DEC. 10, 2003



BEARINGS ARE BASED ON THORAPPLE CLUB, KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201

- PVT. EASEMENT FOR DRAINAGE
- 6" VIDE ESMIT FOR INGRESS, EGRESS, AND PUBLIC & PRIVATE UTILITIES.
- PROPOSED IRON STAKE
- PROPOSED CONCRETE MONUMENT
- SECTION CORNER MONUMENT
- RADIAL LINE
- NON-RADIAL LINE



UNIT NO.	N. COORD.	E. COORD.
25	N 5558.461	E 5236.130
26	N 5172.554	E 5235.586
27	N 5163.433	E 5166.013
28	N 5163.433	E 5163.349
29	N 5163.433	E 5163.349
30	N 5163.433	E 5163.349
31	N 5163.433	E 5163.349
32	N 5163.433	E 5163.349
33	N 5163.433	E 5163.349
34	N 5163.433	E 5163.349
35	N 5163.433	E 5163.349

UNIT NO.	N. COORD.	E. COORD.
36	N 5320.778	E 5346.049
37	N 5272.511	E 5405.132
38	N 5174.194	E 5315.435
39	N 5174.194	E 5275.209
40	N 5174.194	E 5275.209
41	N 5174.194	E 5275.209
42	N 5174.194	E 5275.209
43	N 5174.194	E 5275.209
44	N 5174.194	E 5275.209
45	N 5174.194	E 5275.209
46	N 5174.194	E 5275.209
47	N 5174.194	E 5275.209
48	N 5174.194	E 5275.209
49	N 5174.194	E 5275.209
50	N 5174.194	E 5275.209
51	N 5174.194	E 5275.209
52	N 5174.194	E 5275.209
53	N 5174.194	E 5275.209
54	N 5174.194	E 5275.209
55	N 5174.194	E 5275.209
56	N 5174.194	E 5275.209
57	N 5174.194	E 5275.209
58	N 5174.194	E 5275.209
59	N 5174.194	E 5275.209
60	N 5174.194	E 5275.209
61	N 5174.194	E 5275.209
62	N 5174.194	E 5275.209
63	N 5174.194	E 5275.209
64	N 5174.194	E 5275.209
65	N 5174.194	E 5275.209
66	N 5174.194	E 5275.209
67	N 5174.194	E 5275.209

THE 30' WIDE BLACKTOP PAVEMENT FOR DODWOOD MEADOWS DRIVE (PRIVATE STREET) AND EAST DODWOOD MEADOWS COURT (PRIVATE STREET) MUST BE BUILT.

BUILDING SETBACK INFORMATION

PLUG REQUIREMENTS

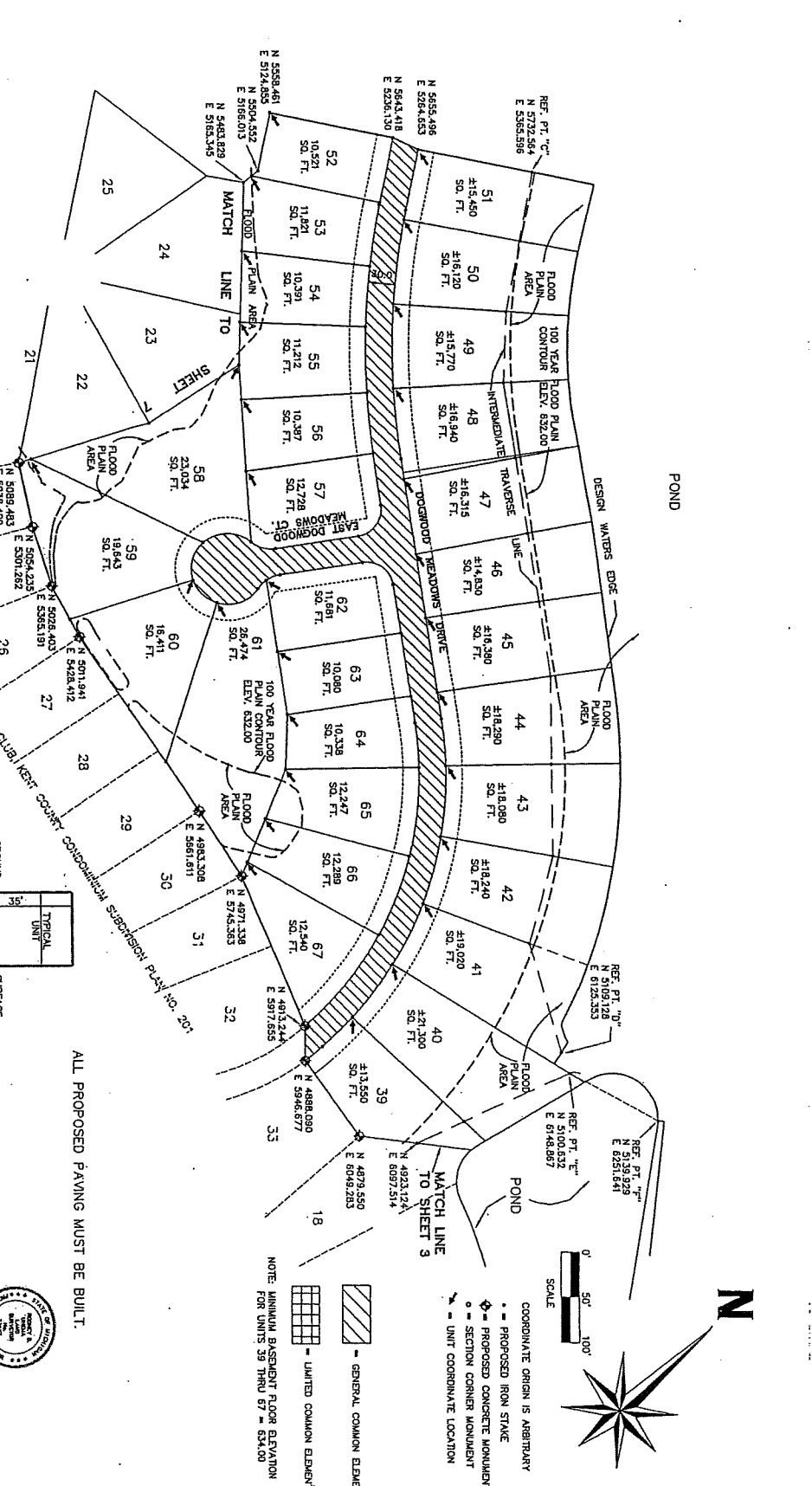
SIDE YARD MINIMUM

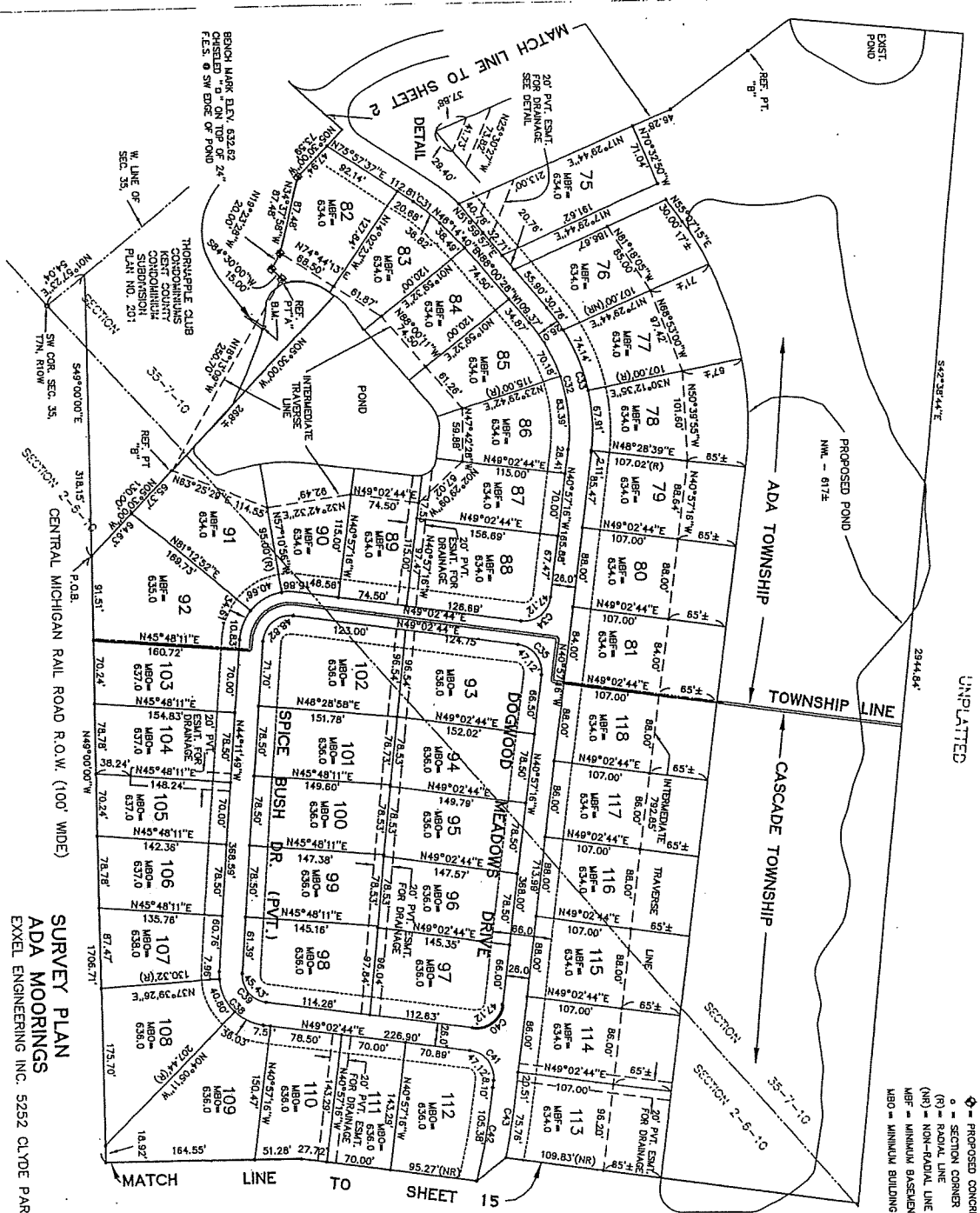
REAR YARD MINIMUM

25' (STRUCTURE TO PROPERTY LINE)

**SITE PLAN AND FLOOD PLAIN PLAN**  
 ADA MOORINGS  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 10

PROPOSED NOV. 14, 2001  
 AMENDED JULY 1, 2002  
 AMENDED NOV. 12, 2002  
 AMENDED SEPT. 25, 2003  
 AMENDED DEC. 10, 2003





**SURVEY PLAN**  
**ADA MOORINGS**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 12



CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	112.81°E	185.00'	38.82'	N81.28°E	183.92'
C2	47.03°E	30.00'	17.00'	N84.28°E	17.00'
C3	47.03°E	30.00'	17.00'	N84.28°E	17.00'
C4	39.00°W	30.00'	17.00'	N85.71°W	17.00'
C5	93.14°E	30.00'	17.00'	N82.28°E	17.00'
C6	93.14°E	30.00'	17.00'	N82.28°E	17.00'
C7	93.14°E	30.00'	17.00'	N82.28°E	17.00'
C8	86.45°E	30.00'	17.00'	N87.71°E	17.00'
C9	86.45°E	30.00'	17.00'	N87.71°E	17.00'
C10	86.45°E	30.00'	17.00'	N87.71°E	17.00'
C11	86.45°E	30.00'	17.00'	N87.71°E	17.00'
C12	86.45°E	30.00'	17.00'	N87.71°E	17.00'
C13	86.45°E	30.00'	17.00'	N87.71°E	17.00'

◆ PROPOSED IRON STAKE  
 ◆ SECTION CORNER MONUMENT  
 ○ ROAD LINE  
 (NR) NON-TADIAL LINE  
 MBO - MINIMUM BASEMENT FLOOR ELEV.  
 MBO - MINIMUM BUILDING OPENING ELEV.

BEARINGS ARE BASED ON THORNTON CLUB, KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201

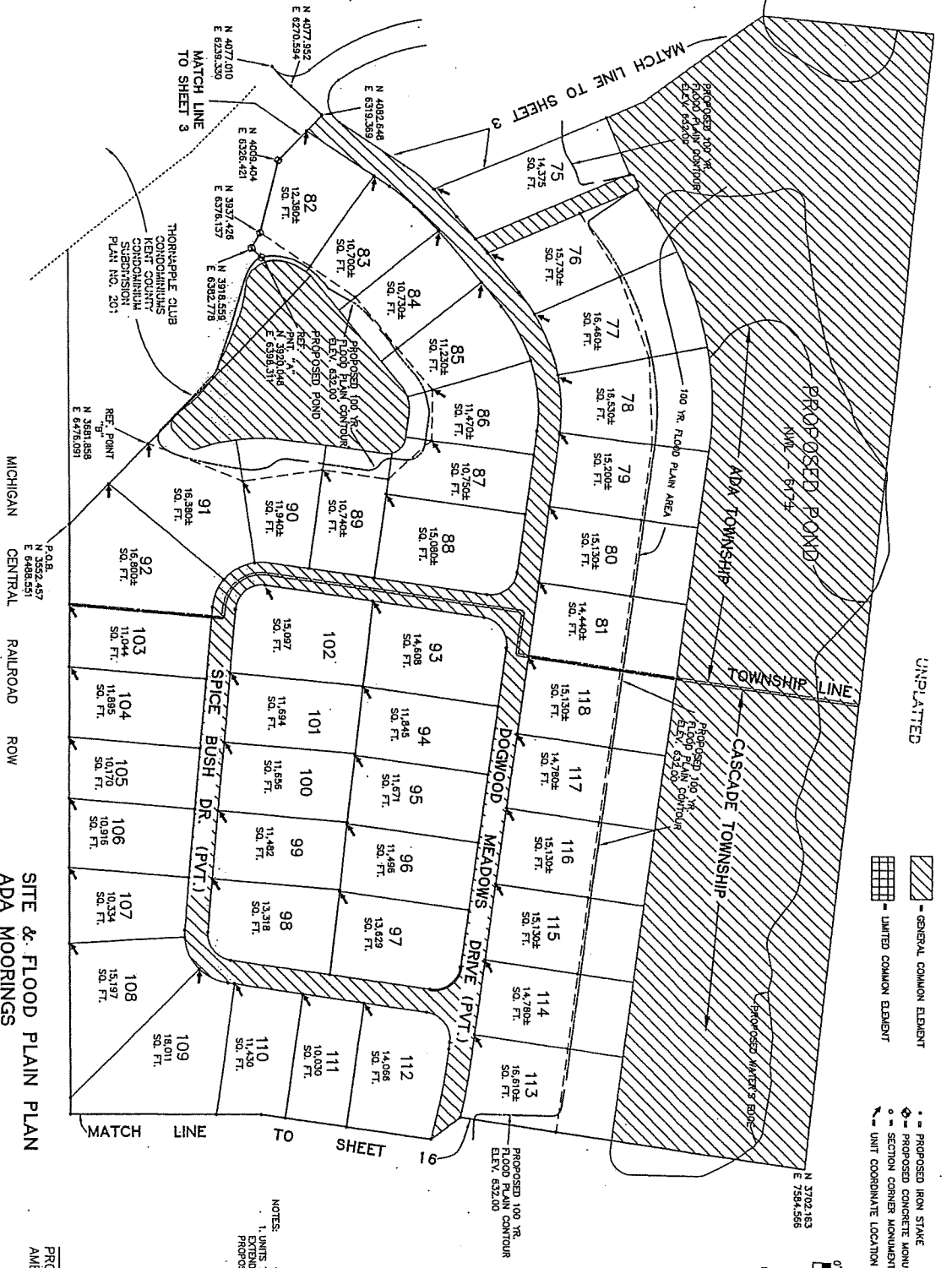
SCALE 1"=50'  
 0' 50' 100'

GET HERE EARLY FOR PROGRESS, FOODS AND PUBLIC & PRIVATE UTILITIES.

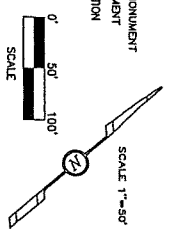
66.0'

PVT. EASEMENT FOR DRAINAGE

PROPOSED SEPT. 25, 2003  
 AMENDED DEC. 10, 2003



UNPLATTED



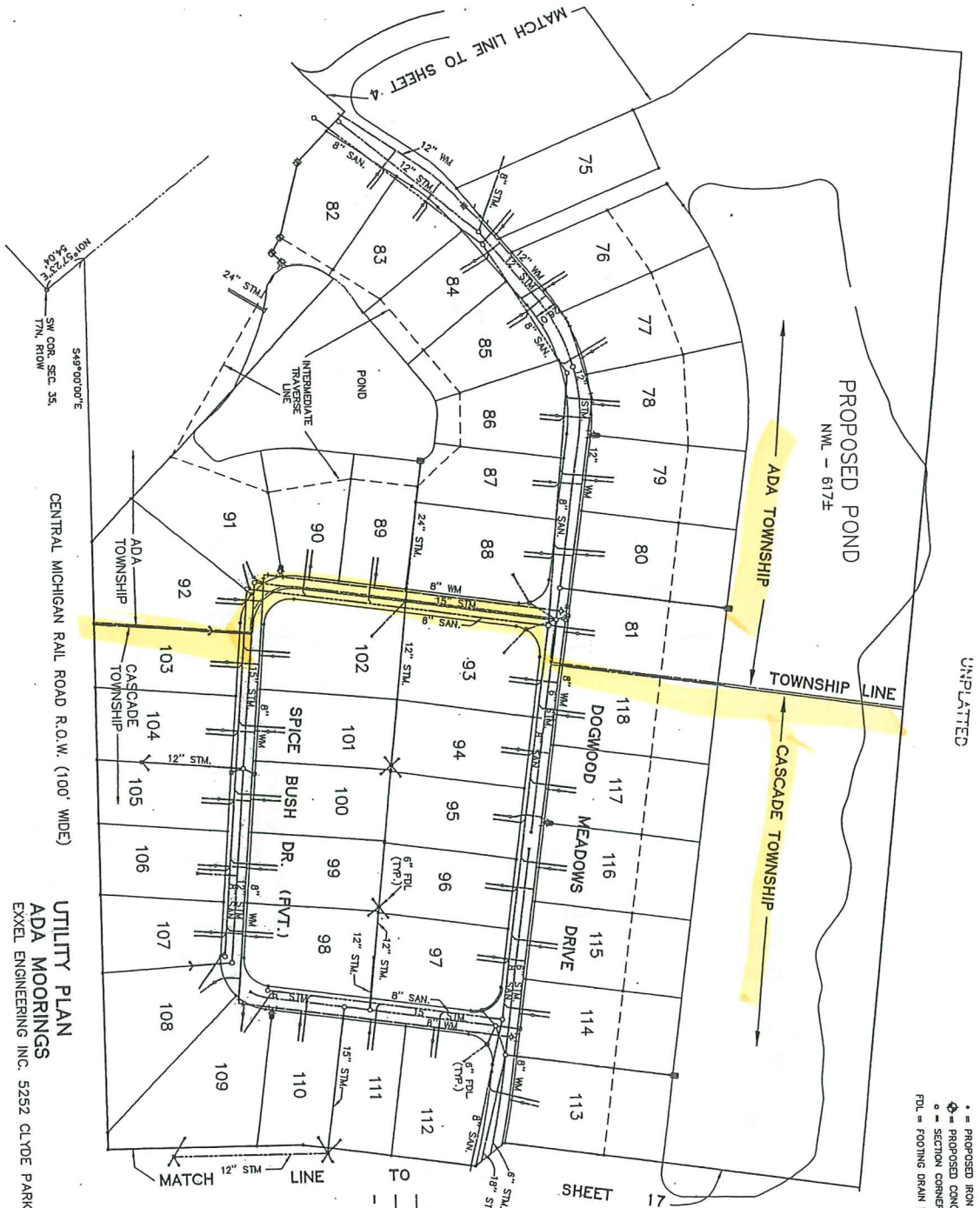
UNIT NO.	N. COORD.	E. COORD.
75	N 419,785	E 646,258
76	N 415,793	E 650,414
77	N 410,568	E 646,041
78	N 405,351	E 641,821
79	N 400,134	E 637,638
80	N 394,917	E 633,455
81	N 389,700	E 629,272
82	N 384,483	E 625,089
83	N 379,266	E 620,906
84	N 374,049	E 616,723
85	N 368,832	E 612,540
86	N 363,615	E 608,357
87	N 358,398	E 604,174
88	N 353,181	E 599,991
89	N 347,964	E 595,808
90	N 342,747	E 591,625
91	N 337,530	E 587,442
92	N 332,313	E 583,259
93	N 327,096	E 579,076
94	N 321,879	E 574,893
95	N 316,662	E 570,710
96	N 311,445	E 566,527
97	N 306,228	E 562,344
98	N 301,011	E 558,161
99	N 295,794	E 553,978
100	N 290,577	E 549,795
101	N 285,360	E 545,612
102	N 280,143	E 541,429
103	N 274,926	E 537,246
104	N 269,709	E 533,063
105	N 264,492	E 528,880
106	N 259,275	E 524,697
107	N 254,058	E 520,514
108	N 248,841	E 516,331
109	N 243,624	E 512,148
110	N 238,407	E 507,965
111	N 233,190	E 503,782
112	N 227,973	E 499,599
113	N 222,756	E 495,416
114	N 217,539	E 491,233
115	N 212,322	E 487,050
116	N 207,105	E 482,867
117	N 201,888	E 478,684
118	N 196,671	E 474,501

NOTES:  
 1. UNITS 75-81, 82-87, 88-91, AND 113-118  
 EXTEND TO THE WATERS EDGE  
 OF  
 PROPOSED PONDS AS SHOWN.

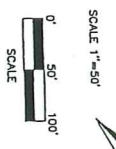


PROPOSED SEPT. 25, 2003  
 AMENDED DEC. 10, 2003

**SITE & FLOOD PLAIN PLAN**  
**ADA MOORINGS**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 13



- = PROPOSED IRON STAKE
- ◊ = PROPOSED CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = FOOTING DRAIN LEAD



ALL WATER SERVICES ARE 1"  
 ALL SANITARY SEWER LATERALS ARE 6"  
 NOTES: UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.  
 ALL PROPOSED UTILITIES MUST BE BUILT.

UTILITY	SOURCE OF INFORMATION
— SANITARY SEWER	EXCEL ENGINEERING INC.
— STORM SEWER	EXCEL ENGINEERING INC.
— WATERMAIN	EXCEL ENGINEERING INC.



*Robert D. Howard*  
 PROPOSED SEPT. 25, 2003  
 AMENDED DEC. 10, 2003

UTILITY PLAN  
 ADA MOORINGS  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 14

CENTRAL MICHIGAN RAIL ROAD R.O.W. (100' WIDE)  
 ADA TOWNSHIP  
 CASCADE TOWNSHIP

549°00'00"E  
 54.00'  
 SW COR. SEC. 35.  
 17N. 100W

UNPLATTED

PROPOSED POND  
 NML - 617E

CASCADE TOWNSHIP

TOWNSHIP LINE

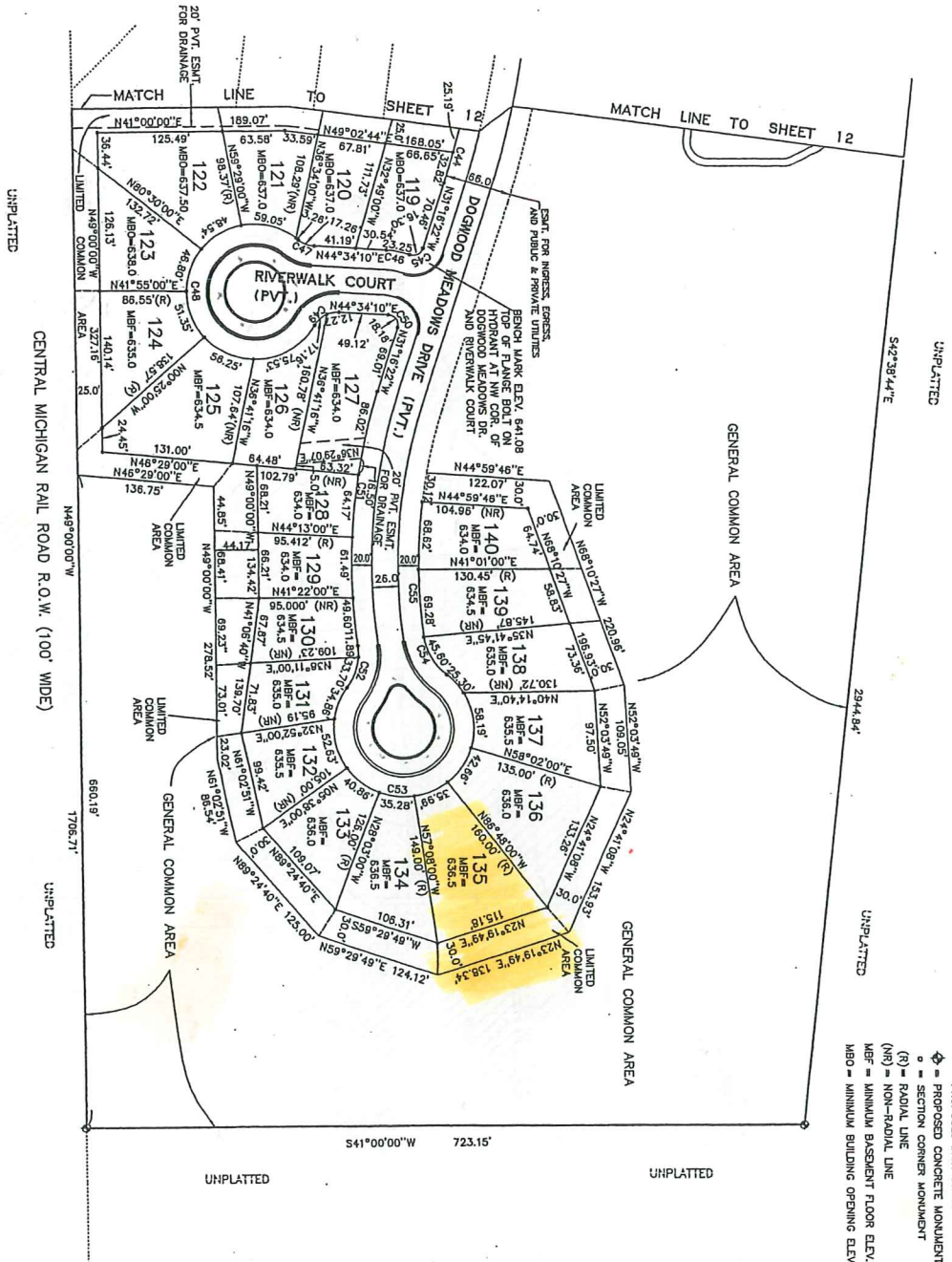
ADA TOWNSHIP

SHEET 17

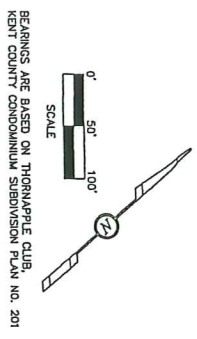
LINE TO

MATCH LINE

MATCH LINE TO SHEET 4



- ◆ PROPOSED IRON STATE
- SECTION CORNER MONUMENT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- MBF - MINIMUM BASEMENT FLOOR ELEV.
- MBO - MINIMUM BUILDING OPENING ELEV.



BEARINGS ARE BASED ON THORNAPPLE CLUB,  
 KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
44	03°28'13"	893.00'	58.07'	N37°52'23"W	58.00'
45	03°28'13"	893.00'	16.50'	N15°24'38"E	14.55'
46	17°31'29"	76.00'	23.25'	N53°19'54"E	23.16'
47	37°16'41"	28.50'	17.26'	N63°13'50"E	16.85'
48	280°56'14"	68.50'	340.78'	N58°35'17"W	88.47'
49	63°37'33"	28.50'	29.43'	N12°45'23"E	27.94'
50	104°08'28"	10.00'	18.18'	N83°21'06"W	15.78'
51	29°14'38"	593.00'	261.28'	N43°53'41"W	259.15'
52	44°16'35"	59.00'	45.99'	N54°22'43"W	44.47'
53	268°32'26"	59.00'	325.77'	N53°05'27"E	48.67'
54	14°38'54"	59.00'	45.99'	N33°20'30"W	44.52'
55	14°38'53"	592.00'	157.80'	N48°01'09"W	152.51'

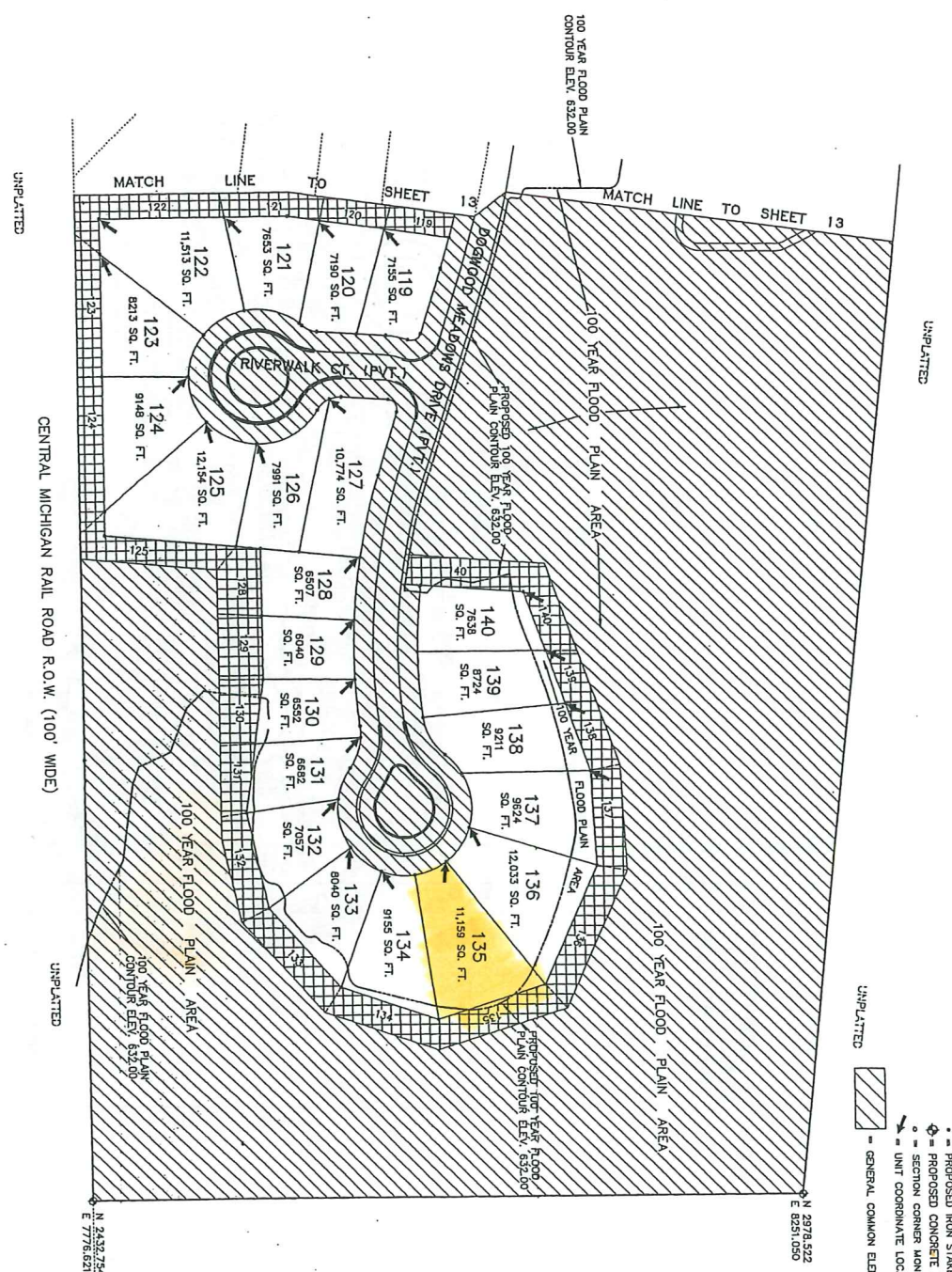
66" WIDE ESMT. FOR INGRESS,  
 EGRESS, AND PUBLIC & PRIVATE  
 UTILITIES (ESMT. WIDTH IS VARIABLE  
 IN CL.-DE-SAC.)

--- PVT. EASEMENT  
 FOR DRAINAGE

**SURVEY PLAN**  
**ADA MOORINGS**  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 15

PROPOSED DEC. 10, 2003





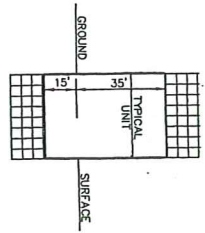
SITE PLAN & FLOOD PLAN PLAN  
 ADA MOORINGS  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 16

PROPOSED DEC. 10, 2003



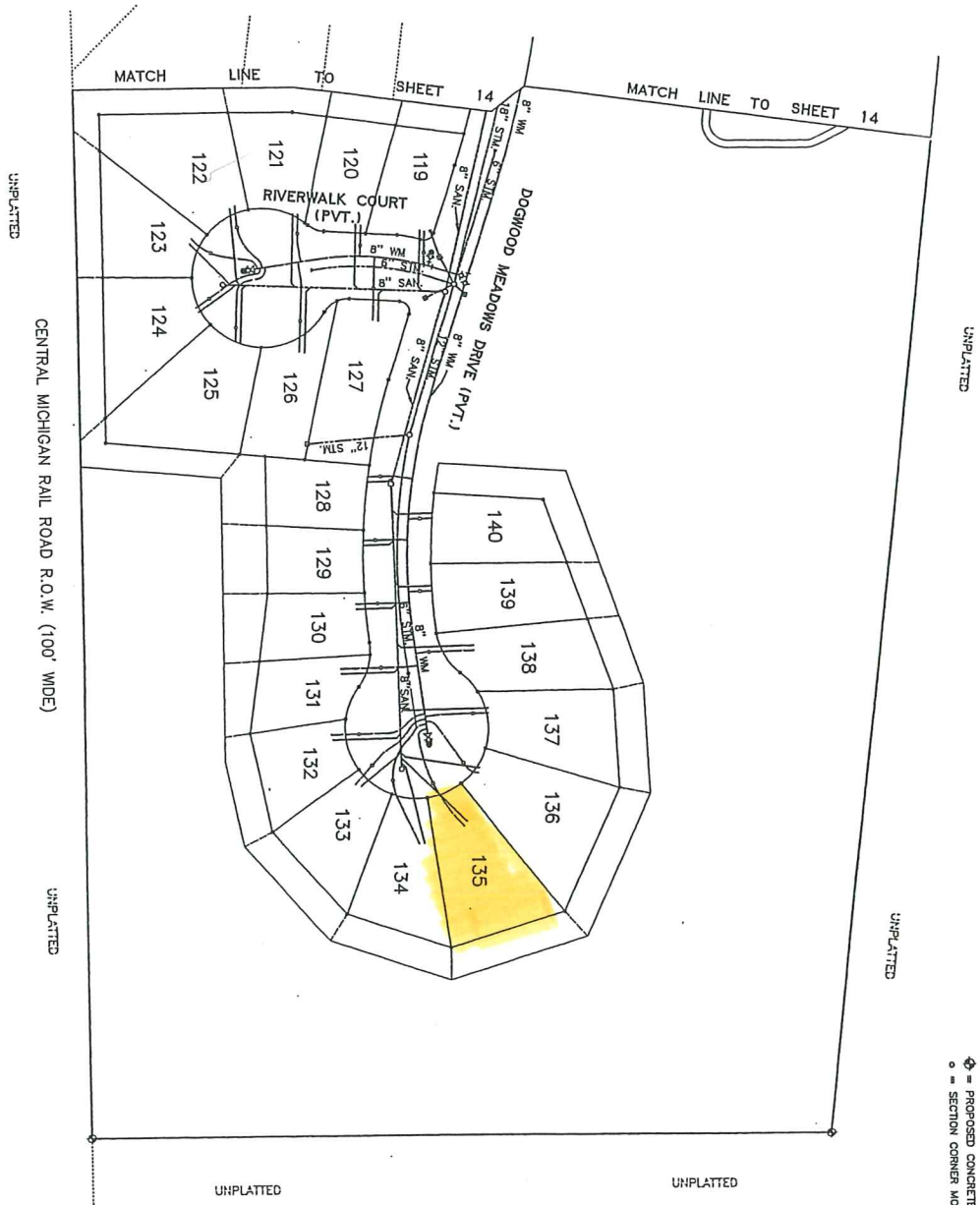
CROSS SECTION THRU TYPICAL UNIT

UNIT	N. COORD.	E. COORD.
110	3322.403	7241.132
111	3322.403	7180.119
112	3208.998	7113.044
113	3114.288	7050.714
114	3090.279	7010.220
115	3064.255	7258.165
116	3076.167	7308.313
117	3163.205	7242.201
118	3200.704	7508.783
119	2990.181	7504.354
120	2953.689	7604.354
121	2893.983	7681.372
122	2877.820	7720.882
123	2935.277	7757.991
124	2975.952	7747.180
125	3102.840	7716.690
126	3156.510	7692.081
127	3180.580	7601.980

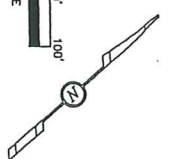
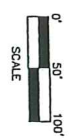


BEARINGS ARE BASED ON THORNAPPLE CURB, KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 201

0' 50' 100'  
 SCALE



- ◆ = PROPOSED IRON STAKE
- ⊕ = PROPOSED CONCRETE MONUMENT
- = SECTION CORNER MONUMENT



ALL WATER SERVICES ARE 1" ALL SANITARY SEWER LATERALS ARE 6"  
 ○ = HYDRANT  
 □ = CATCH BASIN  
 ○ = MANHOLE

NOTES: UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.  
 ALL PROPOSED UTILITIES MUST BE BUILT.

UTILITY	SOURCE OF INFORMATION
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.
—	EXCEL ENGINEERING INC.

UTILITY PLAN  
 ADA MOORINGS  
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 17

*Robert A. Howard*  
 PROPOSED DEC. 10, 2003



