

GAINES CHARTER TOWNSHIP
PLANNING COMMISSION – REGULAR MEETING
Township Board Room - 8555 Kalamazoo Ave. S.E. Caledonia, MI 49316

DRAFT Agenda

7:00 p.m. – Thursday, January 25th, 2024

- I. Call to Order and Roll Call**
- II. Consideration of Agenda**
- III. Consideration of Meeting Minutes**
 - a. Consideration of December 14th, 2023, Planning Commission Regular Meeting Minutes
- IV. Inquiry of Conflict of Interest**
- V. Public Comment**
- VI. New Business**
 - 1. Public Hearings**
 - a. None.
 - 2. Site Plan Review**
 - a. None.
 - 3. Items not requiring a Public Hearing**
 - a. 7610 Division- Rezone Heavy Industrial to Neighborhood Commercial Request, Preliminary Review.
 - b. 3805 92nd St-Caledonia Meadows PUD-Open Space Plan Rezone, Preliminary Review.
 - c. 3316 68th Street-Thornapple Village PUD, Preliminary Review.
 - d. 1160/1188/1190 76th Street- Cooks Crossing Enclave, Preliminary Site Condominium Plan
 - e. 2023 Planning & Zoning Annual Report.
 - f. Election of Officers for 2024.
- VII. General Discussion**
 - a. None.
- VIII. Adjournment**

Persons with disabilities needing special accommodations should contact Kim Triplett at (616) 698-6640 one week prior to the meeting to request mobility, visual or any other assistance.

DRAFT Minutes of the Gaines Charter Township Planning Commission

Regular Meeting held December 14, 2023, at 7 pm

8555 Kalamazoo Ave., SE, Caledonia, MI 49316

MEMBERS PRESENT: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

MEMBERS ABSENT: Giarmo (with notice)

STAFF PRESENT: Dan Wells, Community Development Director; Michelle Renner-Lewis, Administrative Assistant

I. CALL TO ORDER AND ROLL CALL

Vice Chair Rober called the meeting to order at 7:02 PM.

II. CONSIDERATION OF MEETING AGENDA

No changes to the agenda.

III. CONSIDERATION OF MEETING MINUTES

Consideration of the November 16, 2023, regular Planning Commission meeting minutes.

Motion: Motion by Waayenberg, supported by Thomas to approve the minutes of November 16, 2023, with verification of who made the motions.

DISCUSSION: None.

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

IV. INQUIRY OF CONFLICT OF INTEREST

None.

V. PUBLIC COMMENT

No public comment was made.

VI. NEW BUSINESS

1. Public Hearings

a. 1235 100th Street SE – Special Use Permit and Site Plan

Special Land Use Permit for Agricultural Services Business in the Agricultural/Rural Residential zone, and site plan amendment review for a 1,900 square foot (SF) office space building addition at Sikkema Equipment.

Planner Wells explained that the previous owner of Sikkema equipment had a variance request. As part of that approval in 2006, they were required to undergo a site plan review which they never undertook.

Vice-Chair Rober opened the public hearing at 7:11 PM.

Applicant Robert Woronko, the new owner of Sikkema equipment, gave an overview of the request.

Planner Wells stated that the application for the SUP meets standards, the only outstanding item at this property is how to discharge stormwater from the parcel.

Staff does recommend conditional approval of the site plan with a special use permit for Sikkema equipment.

David Mete, 1269 100th Street, is opposed to Sikkema equipment putting up any more buildings on this property. He says it brings down his property value.

Rebecca Mete, 1269 100th Street, explains that Sikkema equipment has access to their driveway easement.

Member Waayenberg asked if there is an association with the private drive.

Member Waayenberg asked when the private road was put in.

Member Wiersema asked if the addition would be used as an office space or for maintenance of materials.

Member Wiersema explains that it is Residential Agriculture right now. It is zoned as Agricultural Rural Residential. Across the street on 100th Street to the south, is Agricultural Agri-Business, which is the current zoning. To the North it is Agri-Rural.

Member Wiersema is concerned with Master Plan Section 19.8 A and B, but primarily with B.

Vice-Chair Rober closed the public hearing at 7:40 PM

MOTION: Motion by Waayenberg, support by Billips to approve the Special Use Permit and Site Plan Review with the conditions being that all the Township department and outside agency approvals be obtained which includes

the Township engineer, Byron Gaines Utility Authority, the Fire department, Kent County Road Commission, and the Kent County Drain Commission.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg

NAYS: Wiersema

ABSTAIN: None

DECISION: Motion Carried (5-1)

b. 9625 East Paris Avenue SE – Special Use Permit

Special Land use permit request for a 1,000 square-foot SF addition to an existing 1,600 SF accessory building for a total of 2,600 SF residential accessory buildings on the property.

Vice-Chair Rober opened the public hearing at 7:42 PM.

Applicant Jeremy VanderVennen gave an overview of his request.

He has a 40X40 pole barn existing and would like to build another out the back of it, connecting to it a 20x50 for more storage.

Planner Wells explains that the intended use is for residential storage.

Member Haagsma asked if the addition is for personal storage only.

Member Haagsma explained that on the buffer, it looks like there is a significant buffer now but maybe on the wrong side of the drive.

Member Haagsma explained that it's not going to buffer from the drive, but it is going to buffer from the adjoining property owners and any street view that could be seen from East Paris.

Member Wiersema is in favor of making sure that the buffer would stay.

Vice-Chair Rober closed the public hearing at 7:45 PM

MOTION: Motion by Wiersema, support by Haagsma to approve the Special Use Permit for the addition of the storage unit with the condition that the architectural character of the accessory building be compatible with and similar to the structure and that the Type 1 buffer shall be planted between the addition and driveway along the drain to the South.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

2. Items not requiring a Public Hearing

a. 2024 Meeting Schedule

Consideration of the 2023 Planning Commission and Zoning Board of Appeals Regular Meeting Schedule

Member Wiersema stated that the November 28, 2024 meeting date is Thanksgiving Day and should be changed to November 21, 2024.

Member Wiersema stated that the application deadline should also be updated.

MOTION: Motion by Haagsma, supported by Thomas to accept the proposed schedule with the change of the November 28, 2024 meeting to November 21, 2024.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

b. 7610 Division Ave SE

Request for rezoning from Heavy Industrial to General Commercial

Planner Wells stated that 7610 Division Avenue SE is currently vacant, and the applicant would like to change its use from heavy industrial to general commercial.

Planner Wells stated it is surrounded by general commercial on the North Side and Industrial on the East and South Side.

Planner Wells explains that there is some discretion in the Master Plan. Future land use plan designates the subject area as Residential Retail which is a mixed-use category combining the neighborhood commercial with medium density residential.

Planner Wells explains that if general commercial zoning is approved, that does open up any use that is under the general commercial category for that corner. It could become a gas station, or it could become a car wash.

Member Haagsma asked if the proposed use that they talked about is allowed under the neighborhood commercial.

Planner Wells explains that it depends on how they lay it out. It would technically be considered a mixed-use, but the area was set up for Residential Retail.

Member Haagsma stated that he is not a big fan of general commercial where we could end up with a gas station or drive-thru.

Member Wiersema stated that looking at the Master Plan, he would have a problem with it being general commercial.

MOTION: Motion by Haagsma, supported by Wiersema to deny the application for general commercial rezoning.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

C. 9050 Kalamazoo Avenue SE

4:1 Ratio Waiver Request for Land division

Chico Obande, ESA (ESG), 4439 Caspian Drive, gave an overview of the request.

Planner Wells explains that it is a standard request. The parcel is currently oddly shaped, and it's been altered over the years with a relatively complicated series of lot line adjustments and parcel divisions.

Planner Wells stated that the applicant, Judith Crandall, wants to separate the two parcels and sell parcel B to somebody who is looking at developing it.

MOTION: Motion by Haagsma, support by Waayenberg to approve the resolution for the 4:1 ratio waiver.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

3. Site Plan Review

a. 6729 Hanna Lake Avenue SE – Dutton Christian Elementary

For the construction of a six-classroom 11,600(SF) addition and related site improvements.

Applicants Mark Witvliet, Administrator of Dutton Christian School and Shawn Bates of Dan Vos Construction gave an overview of the proposed site plan.

Shawn Bates of Dan Vos Construction explains that the site plan is to prepare for future development and to accommodate the mission.

Shawn Bates of Dan Vos Construction explained that Dutton Christian would like to construct some of the parking lot at the west end of the development area and use half for parking and half for a hard surface play area.

Planner Wells stated that the Site Plan Review does meet the requirements. There are a couple of compliance issues but some of them have been taken care of.

Planner Wells stated that the Site Plan Review also meets the setback requirements but the building that's proposed does slop over an existing property line, which will be moved.

MOTION: Motion by Waayenberg, support by Haagsma to approve the Site Plan with recommendations of combining the property lines, the landscape plan to be reviewed by staff, reducing the lighting fixture to 20 feet, widening the internal sidewalk to 5 feet, and that all Township departments and outside agency approvals are secured.

DISCUSSION: None

AYES: Billips, Haagsma, Rober, Thomas, Waayenberg, Wiersema

NAYS: None

ABSTAIN: None

DECISION: Motion Carried (6-0)

VII. GENERAL DISCUSSION

Planner Wells explained that in 2024 we will be looking at a site condominium proposal for Caledonia Meadows that wants to do a community septic system.

VIII. **ADJOURNMENT**

The meeting adjourned at 8:45 PM.

Gaines Charter Township

Planning Commission Memo

Meeting Date: January 25th, 2024

AGENDA ITEM: VI.2.b

FILE NUMBER: 221013EC

PROPOSED REQUEST: Rezone from Heavy Industrial to Neighborhood Commercial

PROPERTY ZONING DISTRICT: Heavy Industrial

ADDRESSES: 7610 Division Avenue SE

PROPERTY SIZE: Approximately 2.3 acres

PARCEL NUMBER: 41-22-18-101-020

REPORT BY: Dan Wells, Community Development Director

APPLICANT: Brian DeSmit, Apex Realty, for Jon & Sandra Good Trust.



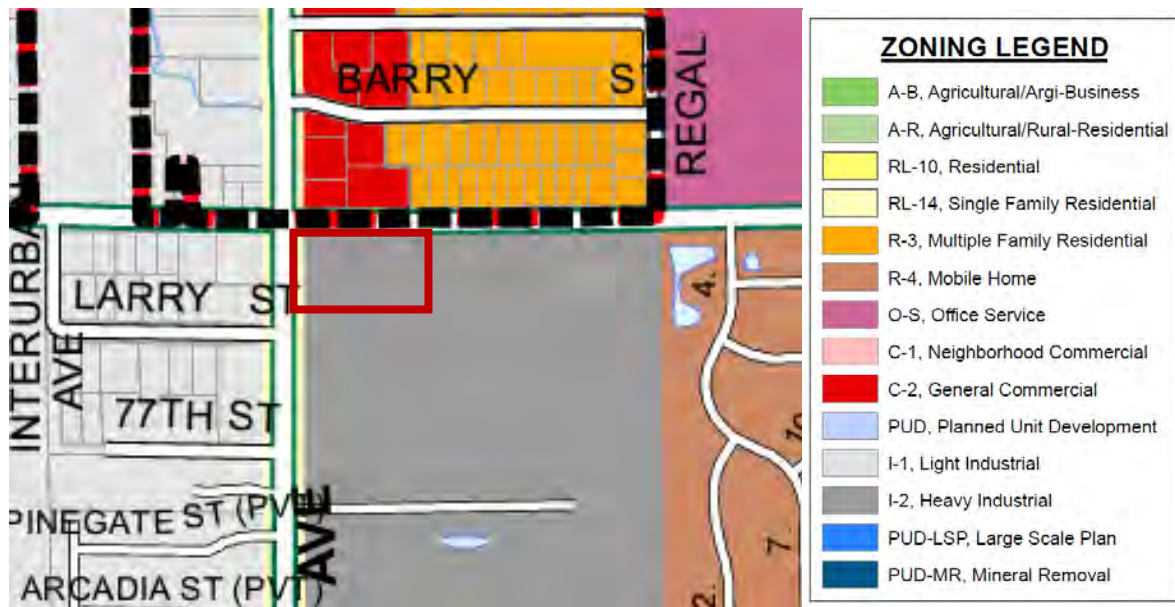
OVERVIEW

The applicant requests the rezoning of approximately 2.3 acres of land from Heavy Industrial (I-2) to Neighborhood Commercial (NC).

The subject parcel is located at the intersection of 76th and Division and is currently partially vacant, and partially developed with a self-storage facility.

Surrounding zoning:

	NORTH: I-1; PUD-LSP	
WEST: A-R; PUD (Residential)	SUBJECT PARCEL	EAST: Caledonia Township
	SOUTH: A-R; A-B	



STANDARDS OF REVIEW

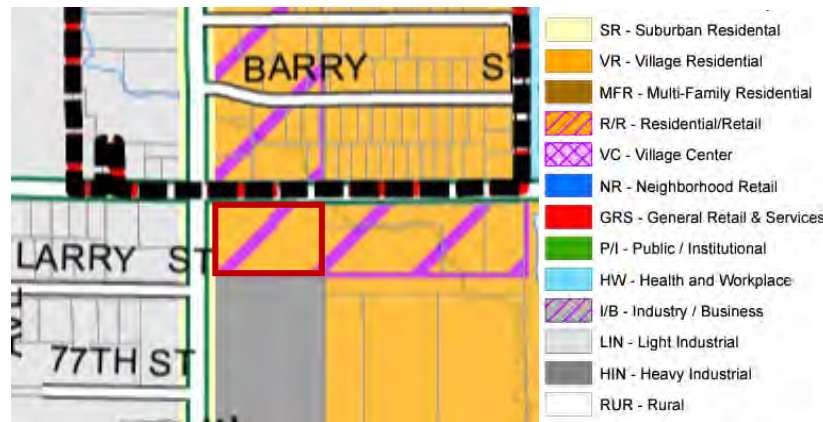
The request has been reviewed using the applicable review standards of Section 27.4, Review Standards for Amendments, which states:

In reviewing an application for the rezoning of land, whether the application is made without or with an offer of conditions (as in a conditional rezoning request), factors that should be considered by the Planning Commission and the Township Board include, but are not limited to, the following:

- A. Whether the proposed rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan;**

Meets Standard. The Township's current Future Land Use Plan designates the subject area parcel as Residential/Retail which is best described as a mixed-use category combining Neighborhood Commercial

with Medium density residential. The applicant is requesting a rezoning to NC, which in the Master Plan is outlined as Neighborhood Retail.



From the Master Plan regarding “Residential and Neighborhood Retail and Services”:

Neighborhood Commercial development would be allowed on main roads, in existing commercial buildings, or designated commercial areas within the overall development. The intent is to integrate the commercial with the surrounding neighborhood, not to mix the uses in a checkerboard, but to allow low intensity commercial activity adjacent to Village Residential (medium density) use.

Buffer areas between the two may include narrow parking lots, fencing, or landscaped areas. Pedestrian access between the two should be well integrated with sidewalks and pleasantly landscaped to promote a walkable connection. Site improvements should be included that encourage the use of alternative forms of transportation (e.g., bike racks, transit shelters).

These lots were considered for NC designation due to this being a “gateway” into the township. The current uses of surrounding properties are not conducive to residential use, and in that sense pure commercial use might be considered appropriate at this time.

Regarding “Neighborhood Retail and Services”:

Small scale and designed to provide goods, restaurants, and services primarily to meet the needs of the immediate neighborhood and township residents. Facilities will be developed in harmony with the area’s natural features and in a scale and form to encourage pedestrian and multi-modal access and to minimize auto-pedestrian conflicts.

B. Whether all of the uses and structures allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;

Meets standard. The parcel in question is in a transitional area, with heavy industrial and commercial use to the west, south and east. There are residential homes on the north side of 76th and Brookshire Meadows mobile home park ca. 725 feet to the east. Neighborhood Commercial zoning on this specific

parcel would not conflict with any of the current uses on immediately surrounding properties which include self-storage, a nearly abandoned industrial building and the 76th Street/Division Avenue intersection which are both four-lane roads.

C. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning;

Meets standard. The area is served by all utilities necessary for commercial use and would not be adversely affected by development.

D. Whether the proposed zoning would be reasonable;

Meets standard. Any of the uses listed under Neighborhood Commercial would be appropriate for this parcel, and development of this lot would be an improvement to the corner, and a signal of reinvestment in the Division corridor.

E. Whether circumstances in the area have changed;

Meets standard. This stretch of Division has seen very little reinvestment over the last decade. However, the Brewer Park Apartments a mile to the south were recently approved and are anticipated to be built over the next 2-3 years.

F. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

Meets standard. Due to the limited size of the parcel and its location at a crossroad, it is better suited for commercial development than industrial. It is unlikely to attract industrial users engaging in actual manufacturing, and other industrial uses would likely be considered eyesores on this high visibility corner.

STAFF RECOMMENDATION

Staff is recommending that the Planning Commission approve the rezone request and set a public hearing if it finds the request appropriate.

Gaines Charter Township Planning Commission Memo

Meeting Date: January 25th, 2024

AGENDA ITEM: VI.3.b

PROPOSED REQUEST: Preliminary
PUD-Open Space Rezoning, and Site
Plan Review

ADDRESS: 3805 92nd Street SE

PARCEL NUMBER: 41-22-23-401-002

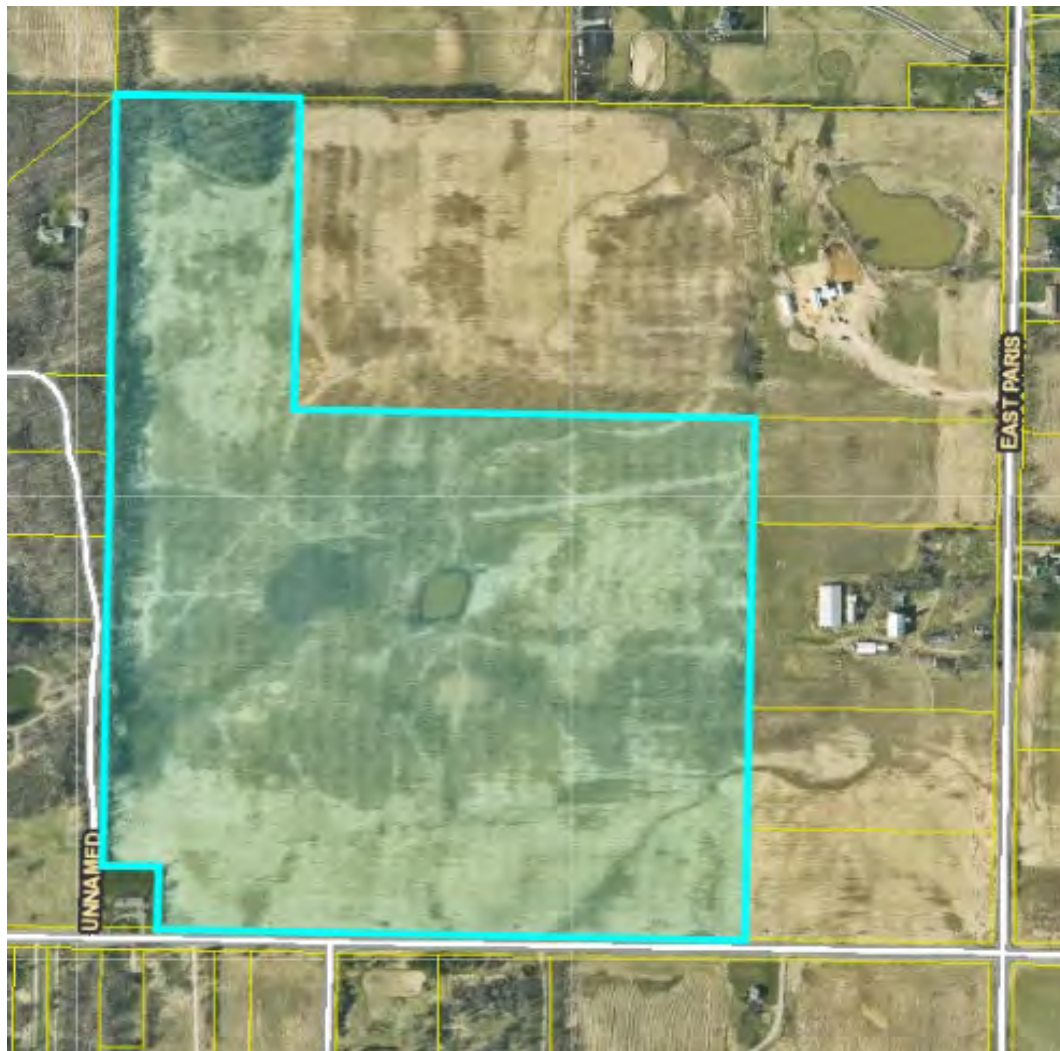
APPLICANT: DHS Holdings LLC & DAS
Holdings LLC, Duke Suwyn

FILE NUMBER: 231120DS

PROPERTY ZONING DISTRICT:
Agricultural /Rural Residential

PROPERTY SIZE: 82.97 Acres

REPORT BY: Dan Wells, Community
Development Director



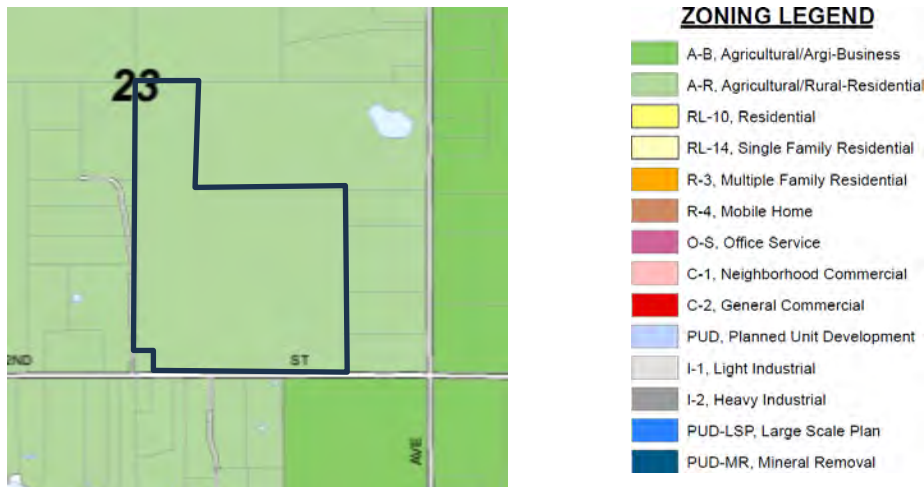
OVERVIEW

The applicant requests approval of a Planned Unit Development-Open Space Preservation (PUD-OSP) rezoning and site plan for a residential site condominium. Thirty-four residential lots are proposed, to be accessed by a private road. Each home lot will be served by a private well, and sewer service is proposed to be a community Septic Tank Effluent Pumping (STEP) system and onsite sewer (soil dispersal facility).

Approximately 48 acres will be set aside for agricultural use outside of the development area. A small playground is designated at the north end of the development adjacent to the community soil dispersal facility. A five-foot wide walking path is designated around the agricultural field for public use.

Surrounding zoning:

	NORTH: Agricultural /Rural-Residential	
WEST: Agricultural /Rural-Residential	SUBJECT PARCEL: Agricultural /Rural-Residential	EAST: Agricultural /Rural-Residential
	SOUTH: Agricultural /Rural-Residential	



PLANNED UNIT DEVELOPMENT-OPEN SPACE DEVELOPMENT ELIGIBILITY CRITERIA

PUD-OSP developments are intended to carry out the provisions of Act 177 of 2001 (MCL 125.286(h)). The standards under Chapter 10 also apply, unless modified under Chapter 14. Act No. 177 requires that townships having a population of 1,800 or more and which have a zoning ordinance must adopt provisions in their zoning ordinances known as “open space preservation” provisions, which permit lands satisfying certain criteria to be developed, at the option of the landowner, with the same number of dwellings on a portion of the land specified in the zoning ordinance, but not more than 50%, that, as determined by the townships could otherwise be developed under existing ordinances, laws, and rules on the entire land area.

Staff believes the project is eligible for PUD-OSP review as it is located in the Agricultural /Rural-Residential (Ag/RR) zoning district, the development will not require the extension of public water & sewer utilities, and the land has not previously been subject to another PUD-OSP development. The Planning Commission and Township Board must find that the project will result in a recognizable benefit to the Township to approve the rezoning to PUD.

The applicant has submitted site plans consistent with a preliminary review, but will need to provide additional detailed plans for the site plan review, and to satisfy the review by the Township Engineer.

PROCESS

Review of the PUD-OSP application is subject to the following process:

1. Preliminary PUD plan review and Planning Commission approval based on Chapter 10 and 14 PUD-Open Space Preservation (January 25th, 2024).
2. Final Planning Commission PUD-OSP plan review based on Section 25.3 and a public hearing.
3. Recommendation concerning the final PUD-OSP plan and rezoning by the Planning Commission through a resolution and draft ordinance.
4. Review by the Township Board at first reading.
5. Review, public hearing, and consideration of the final PUD plan and rezoning by the Township Board at second reading.

SUBMITTAL REQUIREMENTS

The applicant provided a complete application with fees. A PUD plan was provided, along with a narrative concerning the project. An Existing Zoning Plan that accurately shows the number of lots available under traditional development and Site Development Plan that shows development under the PUD-OSP scenario was provided for review.

Under 14.6 the Existing Zoning Plan must have a number of elements detailed so that the Planning Commission can evaluate the number of units that would normally be possible. In general, the Existing Zoning Plan provides adequate details, except in the following;

14.6.B.1(d) It is not clear if the stormwater retention and/or detention indicated on the Existing Zoning Plan is adequate. Such facilities can take up large areas of land and may reduce the number of lots. The Township Engineer will review adequacy of scale.

14.6.B.2 and 3: The Site Development Plan provides adequate information for preliminary consideration and the developable area is not restricted by wetlands, waterbodies, steep slopes, or flooding.

14.6.B.4: The Township Attorney shall review and approve the Master Deed and Condominium Bylaws.

The applicant has primarily satisfied the requirements of Section 10.5 Preliminary Plan - Submittal Requirements.

PUD STANDARDS OF REVIEW

The preliminary PUD request has been reviewed using the applicable review standards of Chapter 10 (PUD Zoning Districts) and Section 11.1 (PUD Review Standards), as well as specific standards under Chapter 14 (PUD-Open Space Preservation). Additional information is included in the following pages concerning review considerations and standards.

Section 10.5: Preliminary Plan - Submittal Requirements

The submittal requirements have been met with adequate maps, narratives, and proof of ownership. Staff does not feel a Development Impact Statement is warranted.

Section 11.1: Planned Unit Development - General Review Standards

- A. *Consistency with Master Plan and Zoning Ordinance: The Planned Unit Development must further the goals and objectives of the Township Master Plan and must be consistent with it. It must also be consistent with the intent and purpose of this Zoning Ordinance.*

Meets Standard. The project is in the Rural area under the Master Plan and Agricultural/Rural Residential zoning district. Under the Master Plan, residential use is generally supposed to be sparse, and located on large lots. However, regarding PUD-OSP projects it states:

“Projects that preserve natural amenities will be considered on the urban fringe area in the Rural Residential area. Types of projects could include cluster developments conserving open space with dwellings concentrated on smaller lots to gain maximum benefit of natural features and open space area.” (pg. 49)

- B. *Aesthetics: The Planned Unit Development must be aesthetically pleasing and be an integrated development with respect to building facades, building materials, landscape and berming, noise and visual screening mechanisms, and signs. It should contribute to creating a distinctive attractive community with a strong sense of place.*

Meets standard. Proposed house plans submitted by the applicant show a variety of 3–4-bedroom homes with front loaded garages, with architectural details that would be considered typical for suburban development.

- C. *Compatibility with Adjacent Uses: The Planned Unit Development must be compatible with surrounding uses. Efforts must be made to reduce any adverse effects on surrounding uses.*

Meets standard. A housing development of this scale would not be considered out of place in this area of the Township, and a 45-acre portion of the parcel will remain in agricultural use, which is in keeping with surrounding farms.

- D. *Density: The density requirements of the proposed Planned Unit Development shall be based on*

the underlying land use district in the Master Plan. The Township Board, upon recommendation of the Planning Commission, may vary the density requirements if doing so would result in a development that better achieves the intent of the Master Plan.

Meets standard. The proposed development is more akin to the Suburban Residential land use category, but this is balanced by the conservation of the open space/farm portion of the property. This is the point of a PUD-OSP development a tradeoff between allowing smaller lots than would typically be allowed for setting aside open land.

E. Traffic: The Planned Unit Development shall be designed to minimize the effect of traffic generated by the proposed development on surrounding uses. Consideration should be given to:

- 1. The amount and type of traffic generated by the proposed project and capacity of existing and proposed streets to safely absorb that additional traffic.*

Meets standard. The additional vehicles will not exceed capacity of 92nd and connecting arterial streets.

- 2. Whether the streets and pedestrian walkways within each project are designed to facilitate safe pedestrian and vehicular traffic flow patterns.*

Undetermined. Only one side of the proposed private street is paved with a sidewalk. Sidewalks would be required on both sides of the street for a similar project elsewhere in the Township. This is a PUD and so the Planning Commission has the discretion whether to allow one side of the street without sidewalks, and if it's decided that sidewalks are not necessary, this standard will be met.

- 3. All points of ingress and egress to the project shall be located and designed to maximize safety.*

Meets standard. The private road entrance onto 92nd Street will be permitted and built to KCRC standards.

F. Protection of Natural Environment: Each project shall be designed to minimize adverse effects on the environment. Special emphasis shall be placed on maintaining the quality of air, soils, groundwater, streams, wetlands, and rivers.

Undetermined, condition recommended. By concentrating residential development on a portion of the property applicant is setting aside a portion of it aside for open space, which protects land that is farmed, but is not a "natural" area. Approximately 4 acres of open space at the north end of the development has a 2.5-acre area of mature woods which will be preserved.

Applicant has not submitted a detailed set of plans indicating how the sewage generated by residential development will be managed over the long term. How this sewerage is managed has the potential to affect groundwater and soils. The STEP system will have to be approved by the Township Engineer. Data has not been provided to determine if individual wells are a viable way to serve each individual lot, staff recommends that data be provided to the Township Engineer.

G. Schools: Whether a project can be served by existing schools and school related facilities and the impact upon schools if the property is developed in accordance with the Planned Unit Development plans or in accordance with the conventional zoning district requirements shall both

be considered. In addition, streets and pedestrian walkways shall be designed and located in any project to facilitate the ability of students to make the best and safest use of existing schools and school related facilities.

Meets standard. School districts monitor new housing developments annually to gauge future growth. Thirty-four dwelling units will not have a significant impact on Caledonia Public Schools.

H. Public Facilities: The Planning Commission shall consider the impact a project will have on:

1. Public safety and protection services.

Meets standard. The proposed development is located approximately four miles from both the Kent County Sheriff Department and Dutton Fire Department respectively. The Fire inspector will review the project and provide comments if there are access concerns.

2. Water and sewer facilities.

Undetermined, condition recommended. The Township Engineer has provided a preliminary review and stated that it remains undetermined whether a community septic system will work on this site as they have not been provided with enough detail on system design to make that determination.

3. The costs for such services.

Meets standard. Costs for the development will be borne by the developer.

I. Water, Sewer, and Drainage Systems: A Planned Unit Development shall be served by a public or private water and sanitary sewer systems. The Kent County Health Department and/or the Township Engineer must approve the systems. A PUD shall also have a drainage system for surface water run-off which the Kent County Drain Commission and / or the Township Engineer must approve.

Undetermined, condition recommended. Kent County Health Department has approved the proposed concept of a STEP sewer system and individual wells for each lot, but final design plans will need to be reviewed by them, and possibly EGLE. The Township Engineer will review the STEP sewer system, and stormwater plans so that surface runoff is managed properly.

J. Open Space: The Planning Commission and Township Board should consider whether the PUD permanently preserves significant amounts of open space or significant natural features. The Township Board may require, upon recommendation of the Planning Commission, that natural amenities such as, but not limited to, ravines, rock outcrops, wooded areas, tree or shrub specimens, unique wildlife habitat, ponds, streams, and wetlands be preserved as part of the open space system.

Meets standard. As noted in "F" above, 45-acres of agricultural/open space land will be set aside, and about 2.4 acres of mature woods will be preserved.

K. Non-Motorized Trail Network: Projects within an identified trail network corridor may be required to construct a portion of the trail.

Undetermined. No potential improved trail segments are planned for this area under the 2010 Non-Motorized Transportation Plan. The applicant proposes to build a five-foot wide "natural" trail around the farmed open space. Staff recommends that an ADA accessible trail be constructed with a hard surface.

In addition, portions of the trail along 92nd Street are located within the power line right-of-way. This may not be a problem, but some sort of assurance by the access easement holder that this is acceptable is necessary.

Section 14.7 Requirements for Open Space

- A. *Required Open Space. At least 50%, but no more than 80%, of the land proposed for development under the provisions of this Chapter shall remain in a perpetually undeveloped state (i.e., "open space") by means of a conservation easement, plat dedication, restrictive covenant, or other legal instrument that runs with the land as approved by the Township Board (upon recommendation by the Planning Commission) and the Township Attorney.*

Undetermined, condition recommended. The Current estimate is that approximately 60% of the net area of the parcel is set aside as open space. However, if the Township Engineer determines that the Existing Zoning Plan is not accurate in terms of required stormwater or sewage treatment facility scale, the open space ratio may change.

Staff recommends a condition be placed that the Township Attorney review the legal instrument necessary for long term conservation and make a recommendation for Planning Commission consideration prior to a recommendation to the Township Board.

- B. *Lands to be Set Aside as Open Space. It shall be the Township Board (upon recommendation from the Planning Commission) that determines which 50% or more of the land shall be set aside for open space, as well as which portion or portions of the land may be developed. At the discretion of the Township Board (upon recommendation from the Planning Commission), the land to be set aside as permanent open space need not be contiguous. The Township Board (upon recommendation from the Planning Commission) shall also determine what percentage of the total land area (between 50% and 80%) shall be set aside as permanent open space.*

Meets requirement. If the proposed PUD-OSP site plan and condominium is recommended for approval by the Planning Commission and approved by the Board, then the open space set aside will be greater than 50%.

- C. *The following areas shall not constitute open space and may not be utilized to satisfy the open space requirement:*

1. *Any areas located within or under any public street easement or right-of-way.*
2. *Property located under or within any private street or road easement.*
3. *The land located under or the area within any easement for overhead utility lines.*
4. *The area within a platted lot or site condominium unit.*
5. *Off-street parking areas.*
6. *Detention and retention ponds.*
7. *Community drain fields.*
8. *The lands or area located underneath a lake, pond, river, or stream.*
9. *The area within a wetland as defined by Michigan law.*
10. *Lands with slopes exceeding 15%.*
11. *Areas subject to flooding or within a flood plain.*

Undetermined. Site plan notes several applicable acreage deductions, but does not specify overhead utility right-of-way along 92nd.

D. *Standards for Open Space. The following standards shall apply to the open space required pursuant to this Chapter:*

1. *The open space shall not include a golf course.*

Meets requirement.

2. *The open space may include a recreational trail, picnic area, children's play area, greenway, linear park, an agricultural use or other use which, as determined by the Planning Commission, is substantially similar to these uses.*

Meets requirement. A play area, walking path, and preserved woods are elements of the plan.

3. *The open space shall be available for all residents of the development, subject to reasonable rules and regulations. The open space may be, but is not required to be, dedicated to the use of the public.*

Undetermined. It is not clear if the trail surrounding the farm area is ADA accessible.

4. *If the land contains a lake, stream or other body of water, the Planning Commission may require that a portion of the open space abut the body of water.*

Not applicable.

5. *A portion of the open space shall be located along the public street frontage abutting the land. The depth of this area shall be at least 50 feet, not including public right-of-way, and this area shall be left in its natural condition or be landscaped to help to preserve or enhance the existing views.*

Does not meet requirement. It is not clearly indicated where the property line is along 92nd Street as it relates to the right-of-way owned by the KCRC. A dedicated 50 foot deep natural or landscaped area is not indicated along the public corridor.

6. *A portion of the open space shall be reasonably useable by the residents of the land for passive recreational uses such as hiking or picnicking.*

Meets requirement. A play area, walking path, and preserved woods are elements of the plan.

7. *Open space shall be located so as to be reasonably accessible to the residents of the development. Safe and convenient pedestrian access points to the open space from the interior of the clustered development shall be provided.*

Meets requirement. Access to the trail is from planned sidewalks at the north and south ends of the development.

8. *Open space shall be located so as to preserve significant natural resources, natural features, scenic or wooded conditions, bodies of water, wetlands or agricultural land.*

Meets requirement. Although there are no especially significant natural features present, approximately 45 acres of agricultural land is set aside for continued farming.

E. *Use of Open Space. All dwelling units and other structures and improvements shall be located outside that portion of the land designated as open space. However, the Township Board (upon recommendation by the Planning Commission), at its discretion, may permit structures or*

improvements to be located in the open space if the structures and/or improvements would be consistent with the designated purpose of the open space. By way of example only, park or playground equipment could be permitted on open space designated for recreational use, or agricultural structures could be permitted on open space designated for agricultural use.

Meets requirement. Only play structures are proposed for recreational use at this point. Additional buildings are subject to site plan review and potentially PUD amendment.

Section 14.8 Individual Lots, Streets, and Other Improvements; Miscellaneous Provisions

- A. *Underlying Zoning District. The development of land under this Chapter shall comply with all requirements of this Ordinance applicable to the zoning district in which the land is located, except those setback, area, lot width to depth ratio, and yard size requirements that must be adjusted to allow the clustering option permitted under this Chapter where approved by the Township Board (upon recommendation from the Planning Commission).*

Meets standard. Underlying zoning is Ag/RR and the setbacks for the PUD-OSP are compared below;

Development Standard	Ag/RR	PUD-OSP
Lot Area	80,000 SF (1.8 ac)	25,000 SF (0.57 ac)
Lot Width	200 feet	60 feet
Front	60 feet	30 feet
Side	20 feet	10 feet
Rear	100 feet	30 feet

- B. *Uniform Lot Size. Lots for dwellings in the clustered portion of the development shall be as uniform in area as is reasonably practicable, unless otherwise approved by the Township Board (upon recommendation from the Planning Commission).*

Meets standard. Lots range from 25,073 SF to 52,982 SF with an average of 29,966 SF.

- C. *Building Envelopes. The location and area of building envelopes, as proposed by the applicant, shall be subject to the review and approval of the Township Board (upon recommendation from the Planning Commission). The location and area of building envelopes shall be established to achieve the intent and purpose of the zoning district in which the land is located.*

Meets standard. Building envelopes are clearly outlined on the plan maps.

- D. *Required Street Frontage. Each lot shall have a minimum of at least 60 feet of frontage on a lawful street, measured at the street right-of-way line.*

Meets standard. All lots are at least 100 feet wide.

- E. *Lot Width. Each lot shall have a minimum width equal to no less than 1/2 the minimum lot width specified for the zoning district in which the land is located, unless otherwise approved by the Township Board (upon recommendation from the Planning Commission). If there is a conflict between Subsection D "Required Street Frontage" and Subsection E "Lot Width", the greater requirement shall apply. Notwithstanding the provisions of this subsection, each lot which abuts or has frontage on a lake, river, stream or creek shall have frontage on such body of water equal*

to or greater than the minimum lot width requirement for the zoning district in which the land is located.

Meets standard. All lots are at least 100 feet wide.

- F. *Maximum Number of Lots. The clustered portion of the development shall contain no more than the maximum number of lots, as determined from the Existing Zoning Plan approved by the Planning Commission and Township Board, and as reduced to reflect the inclusion of non-dwelling unit structures, if any, as described in Subsection H.*

Undetermined. Per the current Existing Zoning Plan, the site plan meets the standard, but if the number of lots changes due to limits from adjustments due to other review clarifications or amendments, the lot number may change.

- G. *Non-dwelling Unit Structures. Lots containing non-dwelling structures such as a clubhouse and its related amenities shall be subject to all requirements of this Chapter applicable to lots containing dwellings and shall further be subject to all other requirements of this Ordinance and other Township ordinances applicable to the type of structure proposed. However, the Township Board (upon recommendation by the Planning Commission) may, at its discretion, permit the enlargement of a lot containing a non-dwelling structure so as to reasonably accommodate it.*

Not applicable. Future buildings are subject to PUD amendment and site plan review process as required by the ordinance.

- H. *Reduction in Lots for Non-dwelling Structures. If structures other than dwellings, such as a clubhouse, are constructed on a lot in the clustered portion of the land, the number of dwelling lots permitted in the clustered portion of the land shall be reduced as follows:*

1. *The area of a lot or lots occupied by non-dwelling structures shall be calculated and then divided by the average area of a dwelling lot that could be situated in the clustered development if the non-dwelling structures were not included in the clustered development, as determined from the approved Existing Zoning Plan. If this number is a fraction, it shall be rounded up to the nearest whole number.*
2. *The number calculated under Subsection (1) shall be subtracted from the number of dwelling lots that could be permitted in the clustered development in the absence of the non-dwelling structures, as determined from the approved Existing Zoning Plan, in order to determine the maximum number of dwelling lots permitted to be included in the clustered portion of the development with the non-dwelling structures included.*

Not applicable. Future buildings are subject to PUD amendment and site plan review process as required by the ordinance.

- I. *Perimeter Lots. Notwithstanding any other provision of this Chapter, the Township Board (upon recommendation from the Planning Commission) may require that the clustered development be designed and constructed with lot sizes and setbacks on the perimeter that will be reasonably consistent with the lot sizes and setbacks of adjacent uses (planned or existing).*

Undetermined. The Planning Commission may consider this option, however, with only a single block, this option would defeat the whole purpose of the development.

- J. *Sidewalks. The Township Board (upon recommendation from the Planning Commission) may require*

sidewalks.

Undetermined, condition recommended. Both the Township Engineer and Planning staff recommend requiring sidewalks on both sides of the street for better pedestrian circulation, but the Planning Commission may recommend the plan as presented.

- K. *Grading. Grading within the clustered development shall comply with the following requirements:*
1. *To preserve the natural appearance of the land, all graded areas, cuts and fills shall be kept to a minimum. Specific requirements may be placed by the Township Board on the area of land to be graded or to be used for building, and on the size, height, and angles of cut-and-fill slopes and the shape thereof. Retaining walls may be required by the Township Board.*
 2. *All areas indicated as open space on the approved development plan shall be undisturbed by grading, excavating, structures or otherwise, except as permitted by the Township Board (upon recommendation from the Planning Commission). Drainage improvements, utility lines, riding trails, hiking trails, picnic areas, and similar recreational improvements and amenities may be placed in open space areas if approved by the Township Board (upon recommendation from the Planning Commission).*
 3. *Grading within the clustered development shall be planned and carried out so as to avoid erosion, pollution, flooding or other adverse effects upon the land, and so as to have only such minimal effect upon lakes, streams, wetlands, and the environmental characteristics of the land as may be reasonably feasible.*

Meets standards, condition recommended. All cut and fill and mass grading plans will be reviewed by the Township Engineer to insure proper drainage and adequate building sites.

- L. *Private Streets. Private streets within a clustered development shall conform to the private street requirements (and approval process) of this Ordinance or any other applicable Township ordinance. The Township Board (upon recommendation from the Planning Commission) may, however, modify the requirements for private streets and in doing so, shall consider the following criteria:*
1. *The number and type of dwelling units served by the private street; traffic generation;*
 2. *Existing topography and vegetation;*
 3. *Security provisions;*
 4. *Inter-relationship with the public street network;*
 5. *Future installation of public utilities; and*
 6. *Likelihood of public dedication of the roadway.*

Meets standards, condition recommended. All road construction plans will be reviewed by the Township Engineer to insure it meets dimensional and engineering standards for a private road.

- M. *Other Laws. The development of land under this Chapter is subject to all other applicable Township ordinances, and state and federal laws, rules and regulations, including, but not limited to, rules relating to suitability of groundwater for on-site water supply for land not served by a public water system, and rules relating to the suitability of soils for on-site sewage disposal for land not served by public sanitary sewers.*

Undetermined. Kent County Health Department will require groundwater testing to determine well water availability for each individual lot, and to gather water quality data surrounding the STEP system area.

The proposed project leaves a “remnant parcel” at it’s southeast corner, staff needs to determine if

this is a buildable lot before it is created, unless that parcel is restricted to agricultural or forestry use.

N Access to or Frontage on Lakes and Streams.

- 1. An approved Residential Open Space Preservation PUD or other approved development pursuant to Act No. 177 and this Chapter, shall comply fully with the lake access, frontage, and other requirements contained in this Ordinance with regards to lakes, rivers and streams if the property at issue has frontage on a lake, river or stream.*
- 2. No approved Residential – Open Space Preservation PUD or other development approved pursuant to Act No. 177 and this Chapter shall permit any more lots or dwellings to have access to or frontage upon a lake, river or stream than would be otherwise legally permissible under existing zoning.*

Not applicable.

- O. County Drain Commissioner Approval. Any matters involved with drainage, retention/detention ponds, water runoff, and similar matters associated with any proposed development pursuant to this Chapter shall require the approval of the Kent County Drain Commissioner and shall be subject to the applicable rules and regulations of the same.*

Meets standard, condition recommended. All plans will be reviewed by the Drain Commission.

STAFF RECOMMENDATION

Once the Planning Commission is satisfied that the applicant has provided enough information to undertake a full site plan review per Chapter 25, it may set a public hearing for the PUD-OSP rezoning.

The Planning Commission has the right to leave final STEP wastewater system design until Chapter 25 Site Plan Review (next hearing) or table a decision until system design is submitted and reviewed by the Township Engineer. Staff recommends a condition be placed that full and detailed wastewater system design plans be submitted to the Township Engineer and that those plans are approved by the Engineer prior to a recommendation for Board consideration.

In addition, staff recommends the Township Attorney review and approve the legal agreements related to long term conservation of the open space portion of the project, and a special assessment district for the STEP wastewater system.

Staff recommends the following conditions;

1. Condominium Bylaws shall be signed and fully executed by the owners of the land and shall be recorded with the Kent County Register of Deeds before any lots are sold.
2. A full set of STEP wastewater design plans shall be submitted to the Township Engineer, and those plans shall be approved by the Township Engineer prior to the Planning Commission recommendation being made to the Board.
3. Soil boring information related to individual lot wells shall be provided to the Township Engineer as part of the STEP wastewater design evaluation.

4. Applicant shall provide data that determines the remainder parcel is a buildable lot.
5. The Township Attorney shall review and approve the legal instrument required in 14.7(a) for long term conservation of the open space, and will make a recommendation for Planning Commission consideration prior to a recommendation to the Township Board.
6. The Township Attorney shall review and approve, and applicant shall establish a special assessment district for the STEP sewer system's long-term operation, maintenance, repair and/or replacement.
7. Sidewalks shall be installed on both sides of the private road.
8. Secure all Township department and necessary outside agency approvals:
 - a. Township Engineer/BGUA
 - b. Fire Department
 - c. Kent County Road Commission
 - d. Kent County Drain Commission
 - e. Department of Energy, Great Lakes, and Environment (EGLE).



HANNA LAKE AVE

92ND ST

92ND ST

E PARIS AVE

LOCATION MAP

NOT TO SCALE

0 100 200

LEGAL DESCRIPTION

Part of the Southeast 1/4 of Section 23, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N88°57'08"W 2110.00 feet along the East-West 1/4 line of said Section to the Place of Beginning; thence S00°56'24"W 980.00 feet; thence S88°57'08"E 1355.00 feet to a point on the West line of the East 755 feet of said Southeast 1/4; thence S00°56'24"W 866.00 feet along said West line; thence N88°57'08"W 427.19 feet; thence S01°02'32"E 808.17 feet to a point on the South line of said Section; thence N88°57'28"W 1304.05 feet along said South line to a point on the East line of the West 165 feet of said Southeast 1/4; thence N00°54'41"E 231.00 feet along said East line to a point on the North line of the South 231 feet of said Southeast 1/4; thence N88°57'28"W 165.00 feet along said North line to a point on the West line of said Section; thence N00°54'41"E 2423.32 feet along said West line to the Center of said Section; thence S88°57'08"E 544.01 feet along the East-West 1/4 line of said Section to the Place of Beginning. Subject to the road right of way for 92nd Street over the South 33.0 feet thereof.

SOIL BORING 210:
0-10" LOAMY SAND TOPSOIL
10"-49" LOAMY SAND (FINE TO MED)
49"-56" SANDY CLAY LOAM (FINE TO MED)
NOTES: MOTTILING AT 37". MAY BE SUITABLE FOR A MOUND SYSTEM
WITH ADDITIONAL SUPPORTING INFORMATION/HOLES.

SOIL BORING 211:
0-10" SANDY LOAM TOPSOIL
10"-18" LOAMY SAND (FINE)
18"-30" SANDY CLAY LOAM (FINE)
NOTES: MOTTLING AT 20". NOT SUITABLE, SEASONAL SOIL SATURATION
WITHIN 24" OF NATURAL GROUND SURFACE.

SOIL BORING 212:
0-10" LOAM TOPSOIL
10"-13" CLAY LOAM (WITH MOTTLING)
13'-17' SAND (FINE TO MED)
NOTES: SUITABLE FOR PARTIAL CUTDOWN WITH ADDITIONAL
SUPPORTING INFORMATION/HOLES.

SOIL BORING 306:
0-8" LOAM TOPSOIL
8"-60" CLAY LOAM (MOTTLING AT 12")
60"-12' SILTY CLAY (WITH MOTTLING)
12'-17' SAND (FINE TO MED)
NOTES: SUITABLE FOR FULL CUTDOWN DRAIN BED.

SOIL BORING 307:
0-10" LOAM TOPSOIL
10"-72" CLAY LOAM (MOTTLING AT 12")
72"-14' SILTY CLAY (WITH MOTTLING)
14'-19' SAND (FINE TO MED)
NOTES: SUITABLE FOR FULL CUTDOWN DRAIN BED.

SOIL BORING 308:
0-10" LOAM TOPSOIL
10"-72" CLAY LOAM (MOTTLING AT 12")
72"-14' SILTY CLAY (WITH MOTTLING)
14'-19' SAND (FINE TO MED)
NOTES: SUITABLE FOR FULL CUTDOWN DRAIN BED.

SOIL BORING 309:
0-11" LOAM TOPSOIL
11"-3' CLAY LOAM (MOTTLING AT 12")
3'-13' SILTY CLAY (WITH MOTTLING)
13'-19' CLAY (WITH MOTTLING)
NOTES: NOT SUITABLE, NO UNDERLYING PERMEABLE SOIL

SOIL BORING 310:
0-10" LOAM TOPSOIL
10"-72" CLAY LOAM (MOTTLING AT 12")
72"-12' SILTY CLAY (WITH MOTTLING)
12'-17' SAND (FINE TO MED)
NOTES: SUITABLE FOR FULL CUTDOWN DRAIN BED.

SOIL BORING 311:
0-8" LOAM TOPSOIL
8"-60" CLAY LOAM (MOTTLED AT 8")
60"-15' SILTY CLAY (WITH MOTTLED)
15'-19" SAND (FINE TO MED)
NOTES: SUITABLE FOR FULL CUTDOWN DRAIN BED.

GRAPHIC SCALE

150' 0 75' 150'



(IN FEET)

1 inch = 150 ft.

EXISTING LEGEND

SURVEY ● SECTION CORNER ■ PROPERTY IRON FOUND ○ PROPERTY IRON SET BM# BENCHMARK	ELECTRICAL ⊗ UTILITY POLE ■ UTILITY RISER/METER
---	--

▷ STORM SEWER ▷ FLARED END SECTION	BITUMINOUS EXIST. BIT REMOVAL
---	--

	PROPERTY LINE CONTOUR LINE (MAJOR) CONTOUR LINE (MINOR) FENCE TREE LINE STORM SEWER OVERHEAD ELECTRIC
--	--

[illegible]

APPROVED BY: PGH
DATE: MAY 23, 2023

**SERVING THE NEEDS OF OUR
CLIENTS SINCE 1987**



Roosien & Associates
SURVEYING AND ENGINEERING

TESTING CONDITION & REMOVAL PLAN
CALEDONIA MEADOWS
 SEC. 23, T5N, R11W
 GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

**DHS HOLDINGS LLC
3333 DEPOSIT DRIVE NE, SUITE 330
GRAND RAPIDS, MI 49546
616-327-2615**

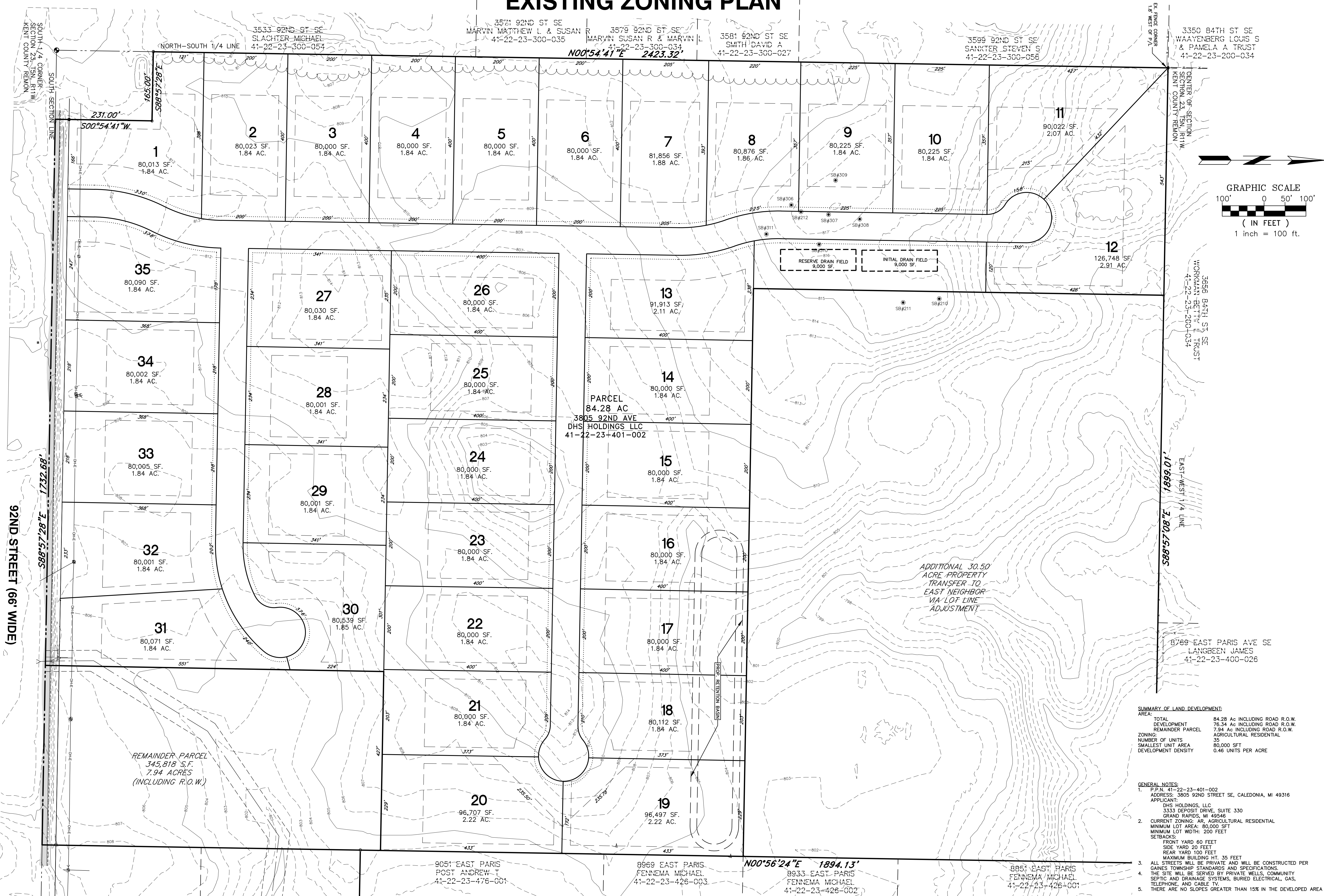
PROJECT NO.
220026

C-101

LEGEND

- IRON STAKE - SET
- IRON FOUND
- WOOD STAKE
- RECORDED DIMENSION
- UNRECORDED DIMENSION
- PLATTED DIMENSION
- MEASURED DIMENSION
- CUTTER LINE
- CORNER OF CONCRETE
- EDGE OF BITUMINOUS
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- GROUND ELEVATION
- FLOW LINE OF GUTTER
- WATER/ELECTRIC/UTILITY LINE
- LOFT POLE
- EX. CONTOUR LINE
- CONCRETE LINE
- CONCRETE
- BITUMINOUS PAVEMENT
- PROPERTY LINE ENCROACHMENT
- ELECTRIC
- RETAINING WALL
- PROPERTY LINE
- PAVEMENT
- WATER SERVICE LATERAL
- BENCHMARK
- WATER VALVE
- FIRE HYDRANT
- CATCH BASIN
- MANHOLE

CALEDONIA MEADOWS
EXISTING ZONING PLAN



SUMMARY OF LAND DEVELOPMENT:

AREA:	84.28 AC INCLUDING ROAD R.O.W.
TOTAL DEVELOPMENT	76.34 AC INCLUDING ROAD R.O.W.
REMAINDER PARCEL	7.94 AC INCLUDING ROAD R.O.W.
ZONING	AGRICULTURAL RESIDENTIAL
NUMBER OF UNITS	35
SMALLEST UNIT AREA	80,000 SFT
DEVELOPMENT DENSITY	0.46 UNITS PER ACRE

GENERAL NOTES:

- P.P.N. 41-22-23-401-002 ADDRESS: 3805 92ND STREET SE, CALEDONIA, MI 49316 APPLICANT: DHS HOLDINGS, LLC 3333 DEPOSIT DRIVE, SUITE 330 GRAND RAPIDS, MI 49546
- CURRENT ZONING: AR, AGRICULTURAL RESIDENTIAL MINIMUM LOT AREA: 80,000 SFT MINIMUM LOT WIDTH: 200 FEET SETBACKS: FRONT YARD 60 FEET SIDE YARD 20 FEET REAR YARD 100 FEET MAXIMUM BUILDING HT. 35 FEET
- ALL STREETS WILL BE PRIVATE AND WILL BE CONSTRUCTED PER GAINES TOWNSHIP STANDARDS AND SPECIFICATIONS.
- THE SITE WILL BE SERVED BY PRIVATE WELLS, COMMUNITY SEPTIC AND DRAINAGE SYSTEMS, BURIED ELECTRICAL, GAS, TELEPHONE AND CABLE TV.
- THERE ARE NO SLOPES GREATER THAN 15% IN THE DEVELOPED AREA

REVISIONS:

APPROVED BY: PCH DATE: MAY 23, 2023

REVISED: SEPT. 27, 2023 - REV. PER KCHD OCT. 16, 2023 - REV. PER KCHD NOV. 16, 2023 - FOR SUBMITTAL

Roostin & Associates

SERVING THE NEEDS OF OUR CLIENTS SINCE 1987

2655 PLUMBER AVE. SE
GRAND RAPIDS, MI 49505
TEL: (616) 961-7222
FAX: (616) 961-1822

EXISTING ZONING PLAN
CALEDONIA MEADOWS

SEC. 23, T5N, R11W
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

CLIENT:

DHS HOLDINGS LLC
3333 DEPOSIT DRIVE NE, SUITE 330
GRAND RAPIDS, MI 49546
616-327-2615

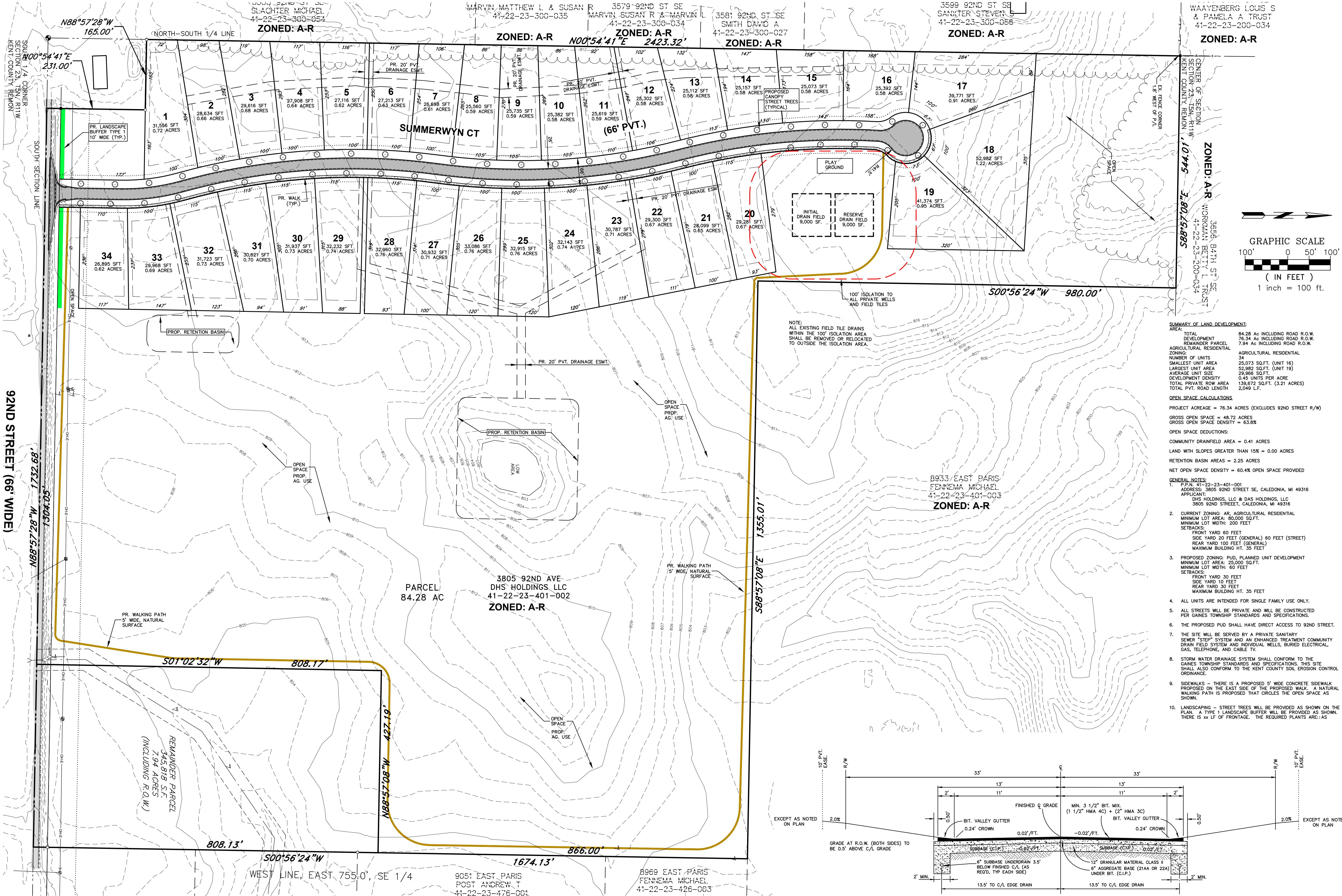
PROJECT NO.

220026

SHEET

C-102

CALEDONIA MEADOWS
OPEN SPACE PRESERVATION - SITE DEVELOPMENT PLAN



SUMMARY OF LAND DEVELOPMENT:

AREA	TOTAL	84.28 AC INCLUDING ROAD R.O.W.
REMAINDER PARCEL	76.34 AC INCLUDING ROAD R.O.W.	
AGRICULTURAL RESIDENTIAL	7.94 AC INCLUDING ROAD R.O.W.	
NUMBER OF UNITS	34	
SMALLEST UNIT AREA	25,073 SQ.FT. (UNIT 16)	
LARGEST UNIT AREA	52,982 SQ.FT. (UNIT 19)	
AVERAGE UNIT SIZE	29,966 SQ.FT.	
DEVELOPMENT DENSITY	0.45 UNITS PER ACRE	
TOTAL PRIVATE ROW AREA	135,672 SQ.FT. (3.21 ACRES)	
TOTAL PVT. ROAD LENGTH	2,049 L.F.	

OPEN SPACE CALCULATIONS:

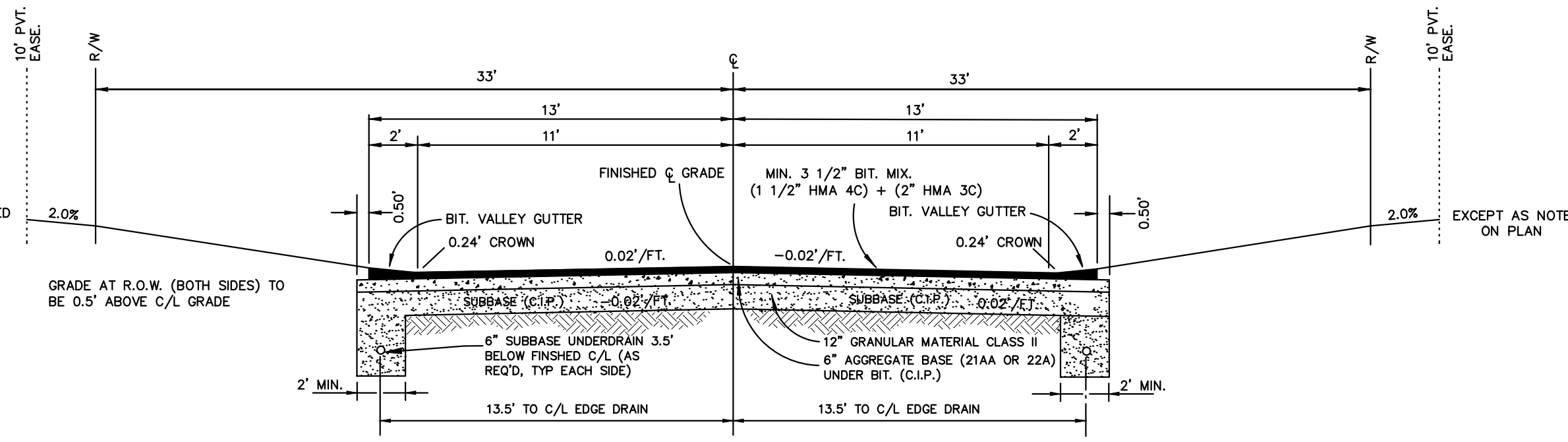
PROJECT ACREAGE	= 76.34 ACRES (EXCLUDES 92ND STREET R/W)
GROSS OPEN SPACE	= 48.72 ACRES
GROSS OPEN SPACE DENSITY	= 63.8%

OPEN SPACE DEDUCTIONS:

COMMUNITY DRAINFIELD AREA	= 0.41 ACRES
LAND WITH SLOPES GREATER THAN 15%	= 0.00 ACRES
RETENTION BASIN AREAS	= 2.25 ACRES
NET OPEN SPACE DENSITY	= 60.4% OPEN SPACE PROVIDED

GENERAL NOTES:

- P.L.N. 41-22-23-401-001
ADDRESS: 3805 92ND STREET SE, CALEDONIA, MI 49316
APPLICANT: DHS HOLDINGS, LLC & DAS HOLDINGS, LLC
3805 92ND STREET, CALEDONIA, MI 49316
- CURRENT ZONING: AR, AGRICULTURAL RESIDENTIAL
MINIMUM LOT AREA: 80,000 SQ.FT.
MINIMUM LOT WIDTH: 200 FEET
SETBACKS:
FRONT YARD 60 FEET
SIDE YARD 20 FEET (GENERAL) 60 FEET (STREET)
REAR YARD 100 FEET (GENERAL)
MAXIMUM BUILDING HT. 35 FEET
- PROPOSED ZONING: PUD, PLANNED UNIT DEVELOPMENT
MINIMUM LOT AREA: 25,000 SQ.FT.
MINIMUM LOT WIDTH: 60 FEET
SETBACKS:
FRONT YARD 30 FEET
SIDE YARD 10 FEET
REAR YARD 30 FEET
MAXIMUM BUILDING HT. 35 FEET
- ALL UNITS ARE INTENDED FOR SINGLE FAMILY USE ONLY.
- ALL STREETS WILL BE PRIVATE AND WILL BE CONSTRUCTED PER GAINES TOWNSHIP STANDARDS AND SPECIFICATIONS.
- THE PROPOSED PUD SHALL HAVE DIRECT ACCESS TO 92ND STREET.
- THE SITE WILL BE SERVED BY A PRIVATE SANITARY SEWER "STEP" SYSTEM AND AN ENHANCED TREATMENT COMMUNITY DRAIN FIELD SYSTEM AND INDIVIDUAL WELLS, BURIED ELECTRICAL, GAS, TELEPHONE, AND CABLE TV.
- STORM WATER DRAINAGE SYSTEM SHALL CONFORM TO THE GAINES TOWNSHIP STANDARDS AND SPECIFICATIONS. THIS SITE SHALL ALSO CONFORM TO THE KENT COUNTY SOIL EROSION CONTROL ORDINANCE.
- SIDEWALKS - THERE IS A PROPOSED 5' WIDE CONCRETE SIDEWALK PROPOSED ON THE EAST SIDE OF THE PROPOSED WALK. A NATURAL WALKING PATH IS PROPOSED THAT CIRCLES THE OPEN SPACE AS SHOWN.
- LANDSCAPING - STREET TREES WILL BE PROVIDED AS SHOWN ON THE PLAN. A TYPE 1 LANDSCAPE BUFFER WILL BE PROVIDED AS SHOWN. THERE IS NO LF OF FRONTAGE. THE REQUIRED PLANTS ARE: AS



REVISIONS:

DATE: MAY 23, 2023
REVISED: SEPT. 27, 2023 - REV. PER KCHD
REVISED: OCT. 16, 2023 - REV. PER KCHD
REVISED: NOV. 16, 2023 - FOR SUBMITTAL

Roostin & Associates
SURVEYING AND ENGINEERING
SERVING THE NEEDS OF OUR CLIENTS SINCE 1987
3635 PLAINFIELD AVE. SE
GRAND RAPIDS, MI 49525
TEL: (616) 964-7222
FAX: (616) 961-1222

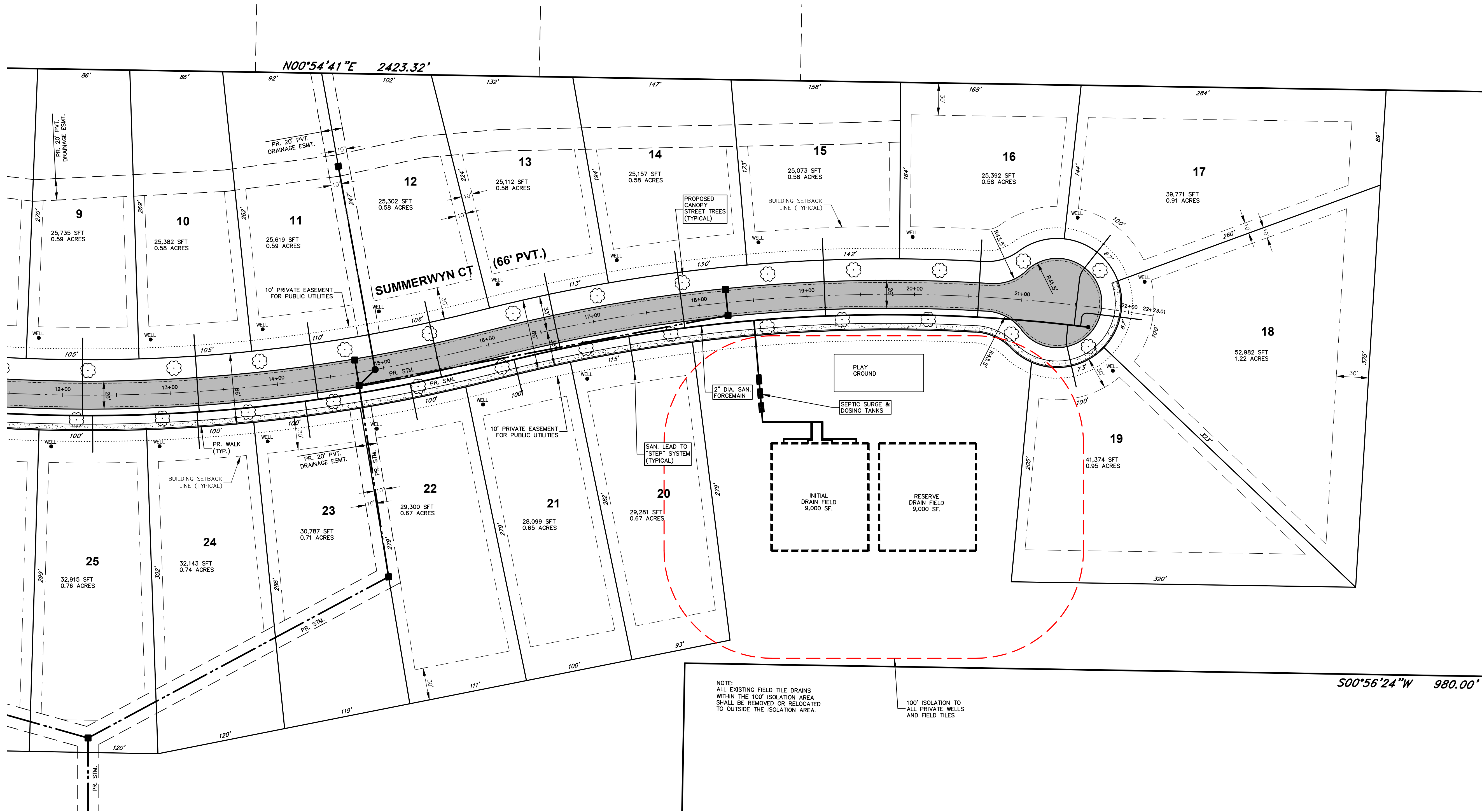
OVERALL SITE DEVELOPMENT PLAN
CALEDONIA MEADOWS
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

CLIENT:
DHS HOLDINGS LLC
3333 DEPOSIT DRIVE NE, SUITE 330
GRAND RAPIDS, MI 49546
616-327-2615

PROJECT NO.
220026

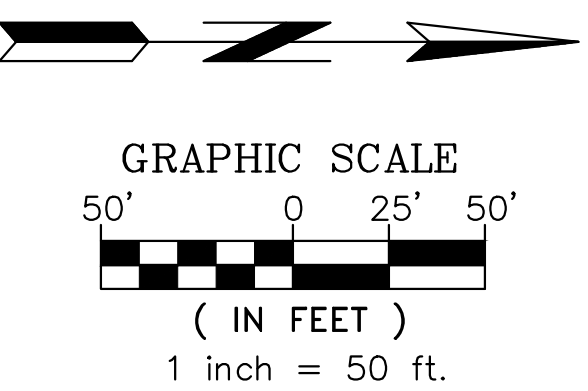
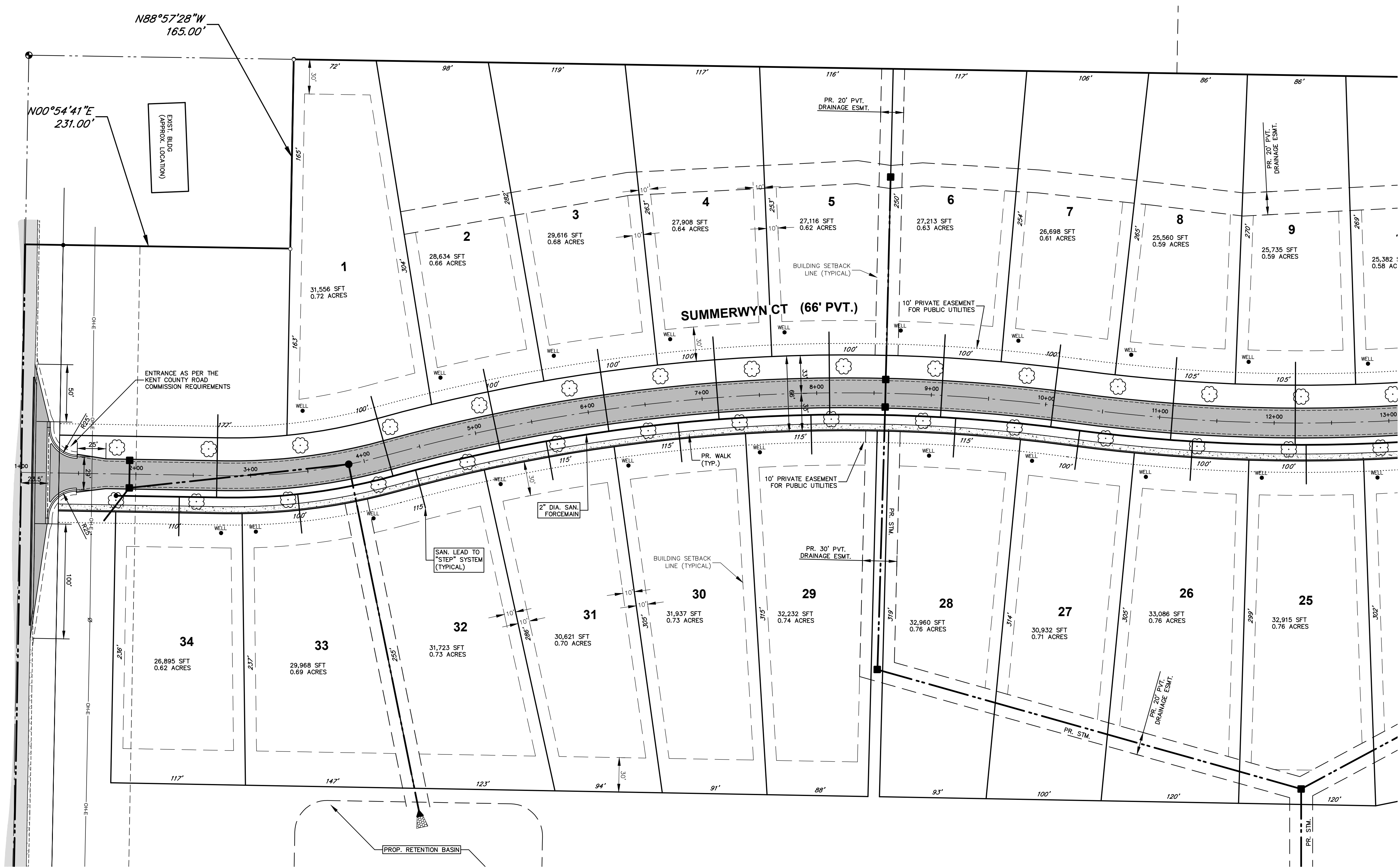
SHEET
C-103

CALEDONIA MEADOWS
RESIDENTIAL PUD



CLIENT:	DHS HOLDINGS LLC 3333 DEPOSIT DRIVE NE, SUITE 330 GRAND RAPIDS, MI 49546 616-327-2615	PROJECT NO. 220026	SHEET C-104	SITE LAYOUT AND UTILITY PLAN CALEDONIA MEADOWS SEC. 23, T5N, R11W GAINES TOWNSHIP, KENT COUNTY, MICHIGAN	 Roostin & Associates SURVEYING AND ENGINEERING 1655 FARMFIELD AVE. SE GRAND RAPIDS, MI 49525 TEL: (616) 361-7222 FAX: (616) 361-1822	DRAWN BY: CSN APPROVED BY: RGH DATE: MAY 23, 2023	REVISIONS: SEPT. 27, 2023 - REV. PER KCHD OCT. 16, 2023 - REV. PER KCHD NOV. 16, 2023 - FOR SUBMITTAL

CALEDONIA MEADOWS
RESIDENTIAL PUD



LEGEND	
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY SERVICE
	EXISTING STORM SEWER
	PROPOSED STORM SEWER

CLIENT:

DHS HOLDINGS LLC
3333 DEPOSIT DRIVE NE, SUITE 330
GRAND RAPIDS, MI 49546
616-327-2615

PROJECT NO.

220026

SHEET

C-105

Roosien & Associates

SURVEYING AND ENGINEERING

1655 PLUMBER AVE. SE
GRAND RAPIDS, MI 49525
TEL: (616) 361-7222
FAX: (616) 361-1222

SERVING THE NEEDS OF OUR
CLIENTS SINCE 1987

SITE LAYOUT AND UTILITY PLAN
CALEDONIA MEADOWS

SEC. 23, T5N, R11W
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

DRAWN BY: CSN

APPROVED BY: RGH

DATE: MAY 23, 2023

REVISIONS:

SEPT. 27, 2023 - REV. PER KCHD

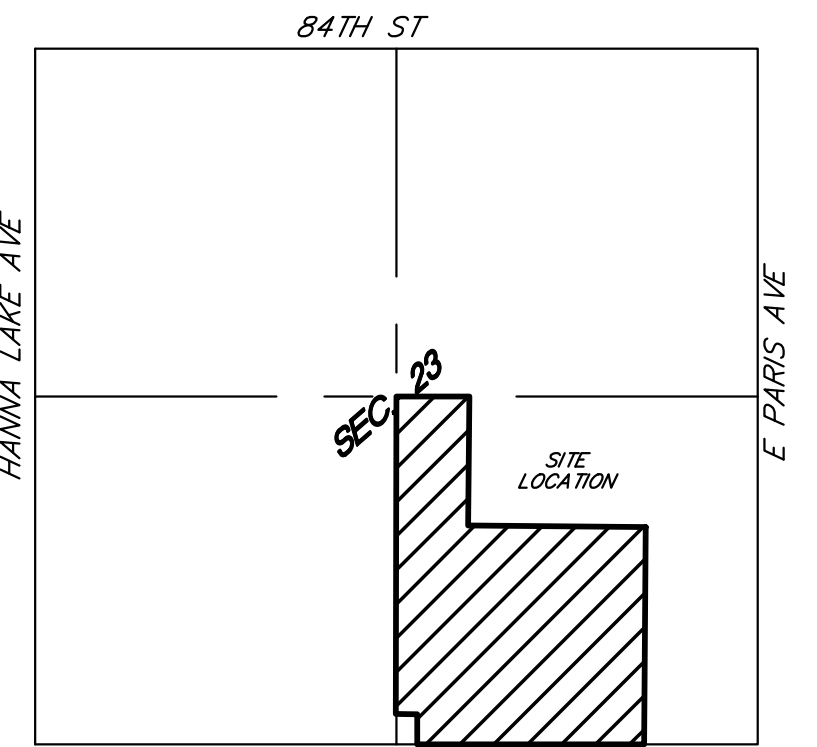
OCT. 16, 2023 - REV. PER KCHD

NOV. 16, 2023 - FOR SUBMITTAL



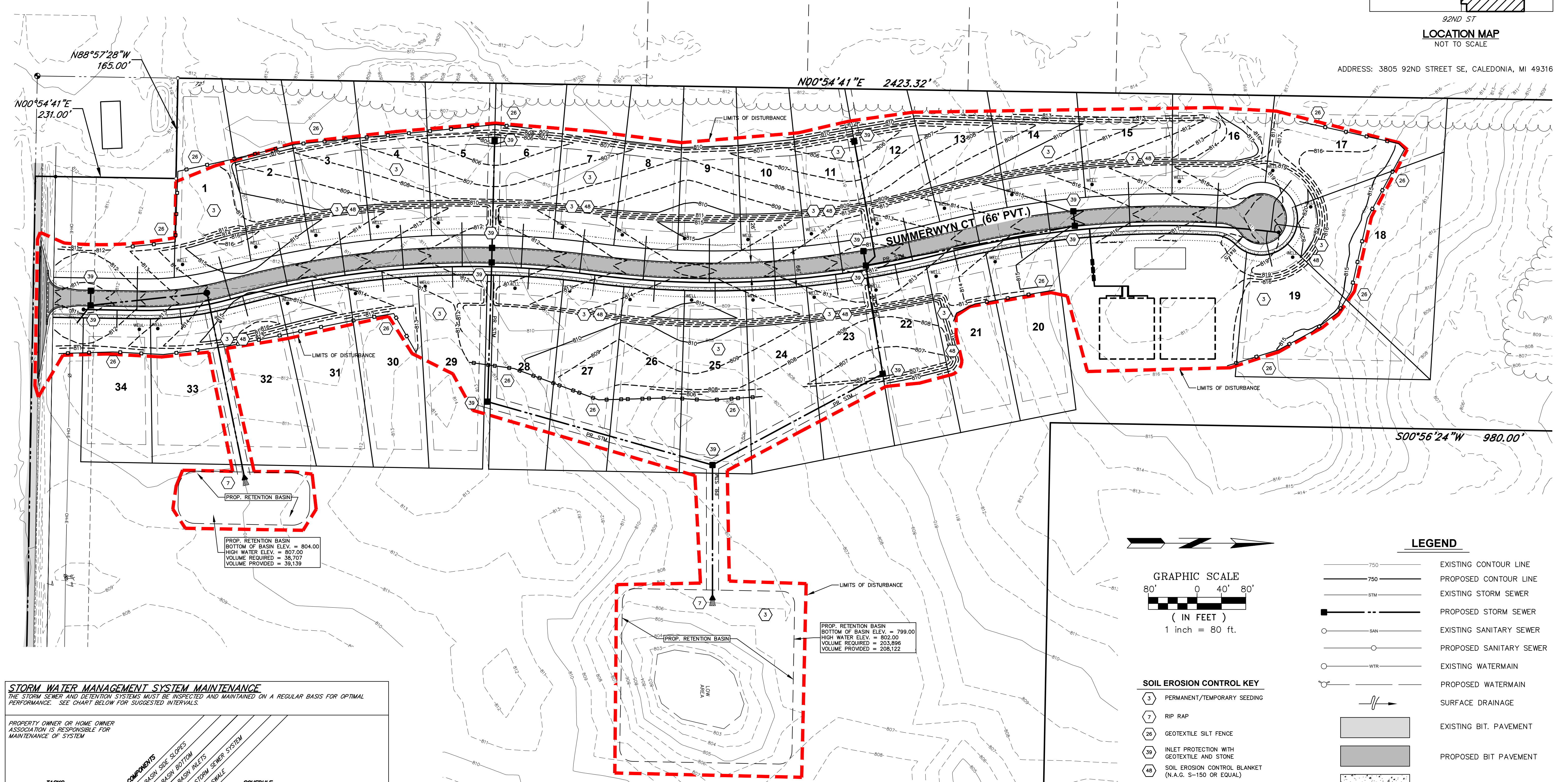
Know what's below.
Call before you dig.

CALEDONIA MEADOWS RESIDENTIAL PUD



LOCATION MAP
NOT TO SCALE

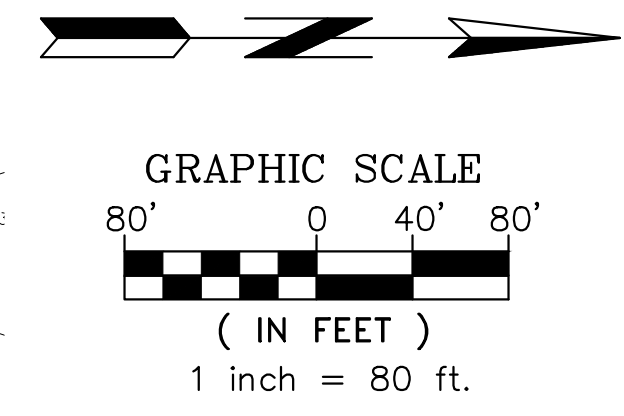
ADDRESS: 3805 92ND STREET SE, CALEDONIA, MI 49316



STORM WATER MANAGEMENT SYSTEM MAINTENANCE				
THE STORM SEWER AND DETENTION SYSTEMS MUST BE INSPECTED AND MAINTAINED ON A REGULAR BASIS FOR OPTIMAL PERFORMANCE. SEE CHART BELOW FOR SUGGESTED INTERVALS.				
TASKS	COMPONENTS			
	BASIN SIDE SLOPES	BASIN BOTTOM	BASIN INLETS	STORM SEWER SYSTEM
SCHEDULE				
INSPECT FOR ACCUMULATION	●	●	●	●
REMOVE SEDIMENT ACCUMULATION	●	●	●	●
INSPECT FOR DEBRIS (DEAD VEGETATION AND TRASH)	●	●	●	●
CLEAN DEBRIS	●	●	●	●
INSPECT FOR EROSION ON BANKS AND BOTTOM	●	●	●	●
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES	●	●	●	●
RAKE OUT DEAD VEGETATION	●	●	●	●
REPLACE STONE RIP-RAP	●	●	●	●
MOWING	●	●	●	●

2024											
CONSTRUCTION SEQUENCE											
INSTALL SILT FENCING AND INLET PROTECTION											
CLEAR VEGETATION AND STRIP AND STOCKPILE TOPSOIL											
ROUGH GRADE SITE (CONSTRUCT BASINS)											
INSTALL UTILITIES											
INSTALL CURBING AND PAVEMENT											
FINISH GRADE, PLACE PLANTINGS, TOPSOIL AND SEED, AND MULCH BLANKETS											
CLEAN PAVEMENTS AND STORM SEWER											
REMOVE TEMPORARY EROSION CONTROL											

NOTE:
- REFER TO MDOT SOIL EROSION & SEDIMENTATION CONTROL MANUAL. THE REQUIRED MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES MAY BE NECESSARY DUE TO SITE CONDITIONS, WEATHER, OR TIMING.
- CONTRACTOR SHALL PLACE NA-OR-GRN S-150 (OR APPROVED EQUAL) EROSION CONTROL BLANKET ON ALL SLOPES 1 ON 3 OR STEEPER AND IN THE BOTTOM ONE FOOT OF THE DRAINAGE SWALES.
- THE DETENTION BASIN SHALL BE ONE OF THE FIRST ITEMS CONSTRUCTED, AND SHALL BE CLEANED OUT PRIOR TO OWNER ACCEPTANCE.
- SITE SOILS CONSIST OF FINE SAND, LOAMY FINE SAND, AND LOAM PER USDA NRCS MAPS.
- TOTAL DISTURBED AREA IS 24 ACRES.
- EXTENSION OF PLASTER CREEK IS LOCATED APPROXIMATELY 1,880 FEET TO THE NORTHEAST.
- CONTRACTOR SHALL SWEEP THE STREET OF ANY DIRT TRACKED ONTO IT BY THE CONSTRUCTION OPERATION AS NEEDED AND AS DIRECTED BY COUNTY SESC AGENT.



- SOIL EROSION CONTROL KEY**
- 3 PERMANENT/TEMPORARY SEEDING
 - 7 RIP RAP
 - 26 GEOTEXTILE SILT FENCE
 - 39 INLET PROTECTION WITH GEOTEXTILE AND STONE
 - 48 SOIL EROSION CONTROL BLANKET (N.A.G. S-150 OR EQUAL)

- LEGEND**
- 750 EXISTING CONTOUR LINE
 - 750 PROPOSED CONTOUR LINE
 - STM EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - SAN EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - WTR EXISTING WATERMAIN
 - PROPOSED WATERMAIN
 - SURFACE DRAINAGE
 - EXISTING BIT. PAVEMENT
 - PROPOSED BIT PAVEMENT
 - EXISTING CONCRETE
 - PROPOSED CONCRETE
 - DIRECTION OF FLOW

REVISIONS:

APPROVED BY: PCH
DATE: MAY 23, 2023
REVISED: SEPT. 27, 2023 - REV. PER KCHD
OCT. 16, 2023 - REV. PER KCHD
NOV. 16, 2023 - FOR SUBMITTAL

Roostin & Associates
SURVEYING AND ENGINEERING

6655 PLUMFIELD AVE. SE
GRAND RAPIDS, MI 49525
TEL: (616) 361-7222
FAX: (616) 361-1222

SITE GRADING AND SESC PLAN
CALEDONIA MEADOWS
SEC. 23, T5N, R11W
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

CLIENT:
DHS HOLDINGS LLC
3333 DEPOSIT DRIVE NE, SUITE 330
GRAND RAPIDS, MI 49546
616-327-2615

PROJECT NO.
220026
SHEET
C-106



December 14, 2023
1199

Via Email: dan.wells@gainestownship.org

Dan Wells, Community Development Director
Gaines Charter Township
8555 Kalamazoo Ave SE
Caledonia, MI 49316

RE: Caledonia Meadows Preliminary PUD Site Condominium – Site Plan Review

Dear Dan:

We have reviewed the preliminary PUD site plan for Caledonia Meadows PUD Site Condominium that we received on November 21, 2023. We provide the following comments for the consideration of the Planning Commission and the Applicant:

1. It appears that the Developer is proposing to serve the proposed development with a community septic system. Our understanding of how this community septic system would work is that each individual homesite would have a septic tank installed on their property. The effluent from each septic tank would then be pumped by a grinder pump into a small diameter forcemain. The small diameter forcemain(s) would then discharge into an equalization tank or dosing tank. The wastewater would then be pumped from this tank into a community drain field. We have reservations recommending that the Township approve the development based on the information that has been submitted. The plans dated November 16, 2023 provide very little detail on how this system would be designed and constructed. Information has not been provided regarding the long-term operation and maintenance of the system. We recommend that the Applicant provide additional information regarding all parts of the community septic system for review by the Planning Commission and the Township Engineer. We recommend that soil boring information be included with future submittals.
2. We have concerns with how the proposed design flows of the community septic system (STEP system) are being determined for the basis of design. The *Recommended Standards for Wastewater Facilities*, commonly called the “10 State Standards”, specify 100 gallons per capita per day shall be used as a basis for design in constructing new wastewater collection systems. We also note that the assumption of 2.5 people per unit is a low estimate for Gaines Charter Township. Historically, the average household in the Township has a population of 2.7 people and this has been used as equivalent to one REU. The average household includes all housing styles including single family homes,

condominiums, and apartments. Given that the development consists of larger than average lots for single family homes, we find a value of 3 or more people per unit to be more realistic and accurate. In addition, Figure 1 of the 10 State Standards indicates that a peaking factor of 4.24 should be used for a system of this size. In our opinion, a daily flow for a development of this size would be around a minimum of 10,200 gpd, which would correspond to a peak flow of 43,248 gpd at peak hours.

3. We recommend that if a STEP system is approved for the community wastewater disposal system that all of the homesites be required to use the same equipment for ease of long-term maintenance.
4. We recommend that the approval of the proposed development and the proposed community wastewater disposal system be contingent upon the review and approval of the long-term maintenance agreement by the Township's Attorney.
5. We recommend that a special assessment district be established at this time for the Township to be able to recover future expenses associated with the maintenance, operation, repair, and/or replacement of the community wastewater disposal system.
6. Individual wells are proposed to serve each site condominium unit in this development and a permit shall be acquired from the Kent County Health Department for the installation of each well.
7. Private streets are proposed which require the review and approval of the Township Engineer and the Fire Department. The Kent County Road Commission will need to review and approve of the private street connection to the public road system.
8. We recommend that the Township consider requiring a second entrance to 92nd Street. As proposed, the private street is nearly 2,100 feet from the entrance on 92nd Street to the cul-de-sac serving lots 18, 19, and 20. The Fire Department should include the street length in their review.
9. We recommend that the Planning Commission consider requiring sidewalks on both sides of the proposed private street to provide a walkable neighborhood. The sidewalk at 92nd Street shall terminate in a way the is accessible.
10. We recommend that the Applicant's engineer provide additional details for review for the proposed private street, including a typical cross-section and cul-de-sac details, prior to approving the development.
11. We note that there appears to be an unlabeled/un-numbered lot to the south of lot 1. The Applicant should include this property with the proposed development and restrict access to only come off of the proposed private street.
12. We recommend that the Applicant's engineer provide a preliminary layout of the proposed storm sewer system for review by the Planning Commission and Township Engineer.

13. All lots are required to have a storm sewer lead to dispose of water from eave trough down spouts, roof drains, and sump pumps.
14. Storm drainage improvements may be needed for the continuation of drainage from off-site areas.
15. The design of the stormwater management system is required to meet all the requirements of the Township's Stormwater Ordinance and the design standards established by the Kent County Drain Commissioner's office. We note specifically that when an outlet is available a detention basin design is required. We note that the property does have a positive outlet at the southeast corner of the parent parcel and the Applicant's engineer shall design a detention pond for the proposed development.
16. We have concerns with the amount of road runoff being directed into the catchbasins. Kent County Road Commission Standards specify a maximum of 350 feet of road runoff drainage to a single catchbasin.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

VK Civil



Jeffrey M. Gritter, P.E.

JMG/nfb

- c. Rob DeWard, Supervisor
Connie Giarmo, Planning Commission Chairman
Rod Weersing, Township Manager
John Stuyfzand, Building Inspector
Tracy Lawrence, Water & Sewer Administrator
Brett Holmes, Dutton Fire Department
Jason Buck, Kent County Health Department
Leslie Sorensen, P.E., EGLE
Wayne Harrall, P.E., Kent County Road Commission
Dave Beck, Kent County Road Commission
Paul Henderson, P.E., Roosien & Associates

Caledonia Meadows PUD



Elevation A



Enclave
Select Series

3 Bedrooms | 2 Baths
1,556 Square Feet



Elevation A - Stone Upgrade



Enclave
Select Series

3 Bedrooms | 2 Baths
1,556 Square Feet



Elevation B



www.interrahomes.com
info@interrahomes.com



Elevation B - Stone Upgrade



www.interrahomes.com
info@interrahomes.com

Single Family Homes – Interra Enclave

Caledonia Meadows PUD



Elevation C



Enclave
Select Series

3 Bedrooms | 2 Baths
1,556 Square Feet



Elevation C - Stone Upgrade



Enclave
Select Series

3 Bedrooms | 2 Baths
1,556 Square Feet



Elevation D



www.interrahomes.com
info@interrahomes.com



Elevation D - Stone Upgrade



www.interrahomes.com
info@interrahomes.com

Single Family Homes – Interra Enclave

Caledonia Meadows PUD



Enclave
Select Series

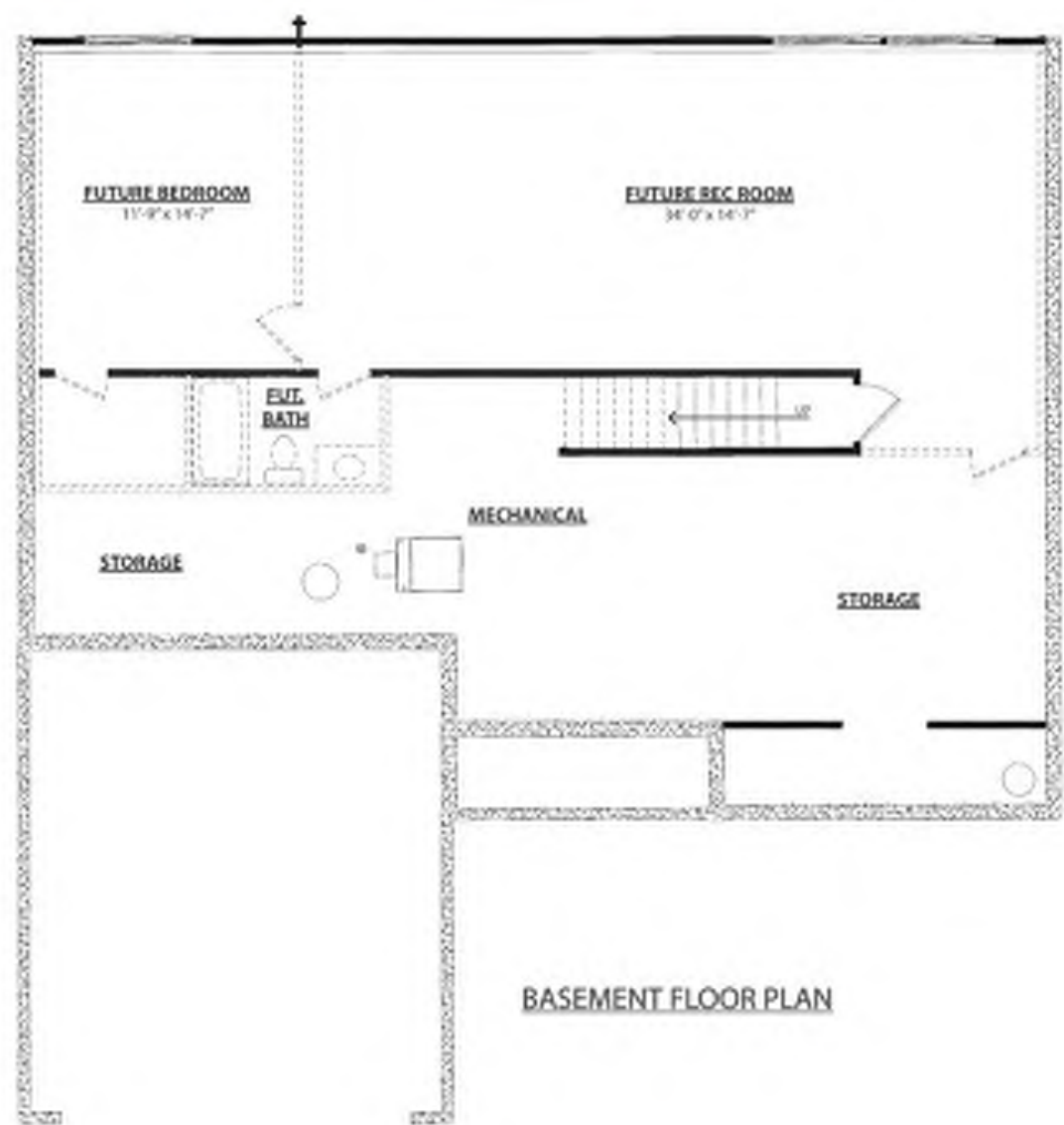
3 Bedrooms | 2 Baths
1,556 Square Feet





Enclave
Select Series

3 Bedrooms | 2 Baths
1,556 Square Feet



© 2013
DISCLAIMER: INTERRA HOMES, House Number/Design and Floor Plans are for illustrative purposes only. All room sizes and room names are subject to change without notice. The actual design and floor plans may vary from the information provided. The actual design and floor plans are the property of Interra Homes. It cannot be reproduced without written permission from Interra Homes.



www.interrahomes.com
info@interrahomes.com

© 2013
DISCLAIMER: INTERRA HOMES, House Number/Design and Floor Plans are for illustrative purposes only. All room sizes and room names are subject to change without notice. The actual design and floor plans may vary from the information provided. The actual design and floor plans are the property of Interra Homes. It cannot be reproduced without written permission from Interra Homes.



www.interrahomes.com
info@interrahomes.com

Caledonia Meadows PUD

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,089 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,089 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Sycamore

Caledonia Meadows PUD

JTB

HOMES

Sycamore

Woodland Series

4 Bedrooms | 2.5 Baths

2,531 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com

info@jtbhomes.com

© 2019

JTB HOMES, LLC is a registered trademark of JTB HOMES, LLC. All rights reserved. JTB HOMES, LLC is not responsible for any errors or omissions in this document. The design is for informational purposes only and is not intended to be used for construction. The design is for informational purposes only and is not intended to be used for construction.

JTB

HOMES

Sycamore

Woodland Series

4 Bedrooms | 2.5 Baths

2,531 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com

info@jtbhomes.com

© 2019

JTB HOMES, LLC is a registered trademark of JTB HOMES, LLC. All rights reserved. JTB HOMES, LLC is not responsible for any errors or omissions in this document. The design is for informational purposes only and is not intended to be used for construction. The design is for informational purposes only and is not intended to be used for construction.

Caledonia Meadows PUD

JTB

HOMES

Sycamore

Woodland Series

4 Bedrooms | 2.5 Baths

2,531 Square Feet

JTB

HOMES

Sycamore

Woodland Series

4 Bedrooms | 2.5 Baths

2,531 Square Feet



Caledonia Meadows PUD

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,089 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,089 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Sycamore

Caledonia Meadows PUD

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,531 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,531 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Sycamore

Caledonia Meadows PUD

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,531 Square Feet

JTB HOMES

Sycamore
Woodland Series

4 Bedrooms | 2.5 Baths
2,531 Square Feet



Caledonia Meadows PUD

JTB HOMES

Elmwood
Woodland Series

3 Bedrooms | 2 Baths
1,664 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Elmwood
Woodland Series

3 Bedrooms | 2 Baths
1,664 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Elmwood

Caledonia Meadows PUD

JTB

HOMES

Elmwood
Woodland Series

3 Bedrooms | 2 Baths
1,664 Square Feet

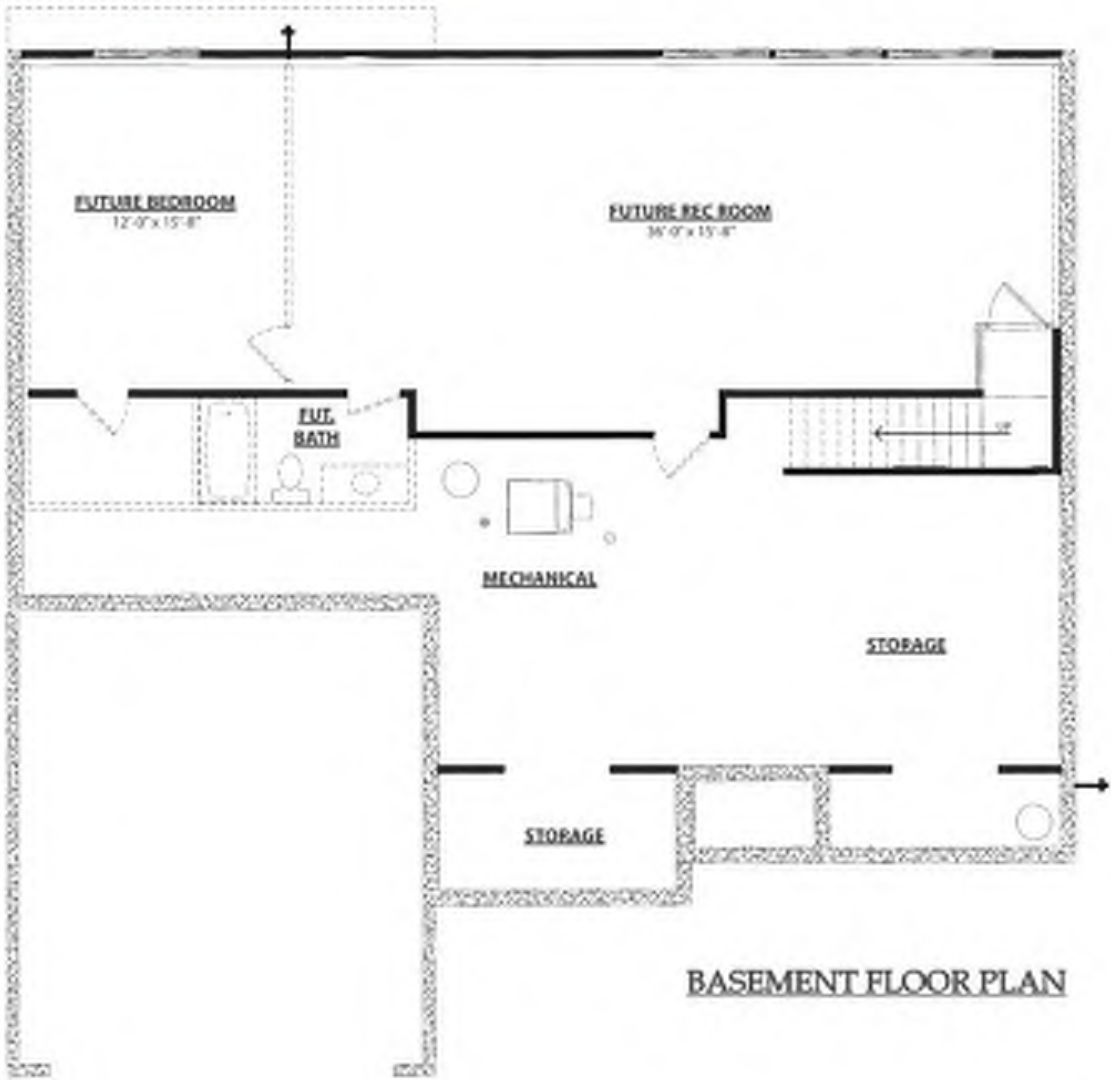


JTB

HOMES

Elmwood
Woodland Series

3 Bedrooms | 2 Baths
1,664 Square Feet



Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com
info@jtbhomes.com

Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com
info@jtbhomes.com

Caledonia Meadows PUD

JTB HOMES

Redwood
Woodland Series

4 Bedrooms | 2.5 Baths
2,034 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Redwood
Woodland Series

4 Bedrooms | 2.5 Baths
2,034 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Elmwood

Caledonia Meadows PUD

JTB HOMES

Redwood
Woodland Series

4 Bedrooms | 2.5 Baths
2,547 Square Feet



Elevation A



Elevation B

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

JTB HOMES

Redwood
Woodland Series

4 Bedrooms | 2.5 Baths
2,547 Square Feet



Elevation C



Elevation D

Experience. Quality. Excellence.

JTB HOMES

www.jtbhomes.com
info@jtbhomes.com

Single Family Homes – JTB Elmwood

Caledonia Meadows PUD

JTB

HOMES

Redwood

Woodland Series

4 Bedrooms | 2.5 Baths

2,034 Square Feet

JTB

HOMES

Redwood

Woodland Series

4 Bedrooms | 2.5 Baths

2,034 Square Feet



Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com

info@jtbhomes.com

Experience. Quality. Excellence.

JTB

HOMES

www.jtbhomes.com

info@jtbhomes.com

Single Family Homes – JTB Elmwood

EXHIBIT A

CONDOMINIUM BYLAWS Caledonia Meadows

ARTICLE I CONDOMINIUM PROJECT

1.01. Organization. Caledonia Meadows, a residential site condominium project located in Gaines Township, Kent County, Michigan (the "Project") is being constructed in multiple phases. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in the Association.

1.02. 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 the Michigan Condominium Act, Act No. 59, P.A. 1978, as amended (the "Act"), the Master Deed, the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, and all amendments thereto which pertain to the use and operation of the Condominium Project. The Association shall keep current copies of these documents available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed, land contract or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith. The use of the property within the Project is also subject to all local zoning and building and use ordinances, if any, notwithstanding anything contained herein to the contrary.

ARTICLE II MEMBERSHIP AND VOTING

2.01. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association, and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void. No Co-owner may resign or be expelled from membership in the Association as long as he continues to be a Co-owner.

2.02. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

(a) Weight of Vote. The Co-owners owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the

percentage assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number. No accumulation of votes shall be permitted.

(b) Directors. Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

(c) Other Action. When an action, other than the election of directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

(d) Majority. A "majority vote" means a vote by more than fifty percent (50%) of the Association members who are eligible to vote on a particular matter.

2.03. Members Eligible to Vote.

(a) Eligibility. No Co-owner, other than the Developer, shall be eligible to vote on any action of the Association until he or she has presented written evidence of ownership of a Condominium Unit in the Project. Such written evidence of ownership shall be specified by the Board of Directors and provided the Association on or before the record date for the action which is the subject of the vote. No Co-Owner is eligible to vote on any membership action if payment of any assessment on his Unit is delinquent for more than thirty (30) days, as of the record date for the action to be voted upon.

(b) Developer. When voting as a member of the Association, the Developer shall only be entitled to vote on Association matters only those Units for which it holds title. Nothing herein shall be construed to prevent the Developer from designating persons to fill vacancies on the First Board of Directors pursuant to Section 4.03(a) of the Bylaws, or from otherwise exercising its reserved rights as the developer of the Project.

(c) Record Date. For purposes of determining the members eligible to vote at a meeting of members or any adjournment, or to express consent or dissent from a written proposal without a meeting, or for the purpose of any other action, the Board of Directors of the Association may fix, in advance, a record date for the determination of members. If a record date is not fixed: (i) the record date for determination of members entitled to notice of or to votes shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held; and (ii) the record date for determining members for any purpose other than that specified in (i) above, shall be the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted.

2.04. Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Secretary of the Association. Such 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 every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. The certificate shall include an email address, cell phone number, or other address for the delivery of information to the co-owner by electronic transmission. To the fullest extent

allowed by law, any notice required or permitted to be given by the Association to a Co-owner may be given by the Association to the party designated in the certificate by electronic transmission, and such notice is considered written and dated when the electronic transmission is sent to such person at an email, phone number or other address designated by the Co-owner for the purpose of receiving notices from the Association. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. The Association shall create and maintain a record that may be retrieved of all communications it sends to any Co-owner by electronic transmission. Notice may also be given to a Co-owner by first class mail, postage prepaid, or by personal delivery to their residence or to any address designated by their certificate.

2.05. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person eligible to vote. Proxies shall be valid only for the particular meeting or voting event designated and any adjournment thereof and must be filed with the Association before the appointed time of the meeting or voting event.

2.06 Voting. Member voting on, or consent to any action of the members may occur by electronic transmission, or by a physical action, or both, if authorized by the Board of Directors and subject to any rules established by the Board for such process. The Board of Directors may authorize the use of polling places for members to cast votes, return ballots or otherwise express their consent or opposition to any measure which may lawfully be the subject of membership action. Unless otherwise precluded by law, a polling place may be media which facilitates the transmission and receipt of ballots by electronic transmission, such as an internet website.

ARTICLE III MEETING AND QUORUM

3.01. Annual Meeting. An annual meeting of members, to elect directors and conduct any other business that may come before the meeting, shall be held on a date set forth in the Association Bylaws, unless the members act by written consent under Section 407, or by ballot under Section 408 or 409 of the Michigan Non-profit Corporation Act, P.A. 162 of 1982, as amended, without the annual meeting. Special meetings of members may be called in the manner set forth in the Association Bylaws.

3.02. Special Meetings. During the Development and Sales Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes.

3.03. Advisory Committee. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until

their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable 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.

3.04. Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than twenty (20) days written notice shall be provided to each member of any proposed amendment to these Bylaws or to the other Condominium Documents. The notice provisions of this Section 3.04 shall not apply if the Association takes action without a meeting, in a manner permitted by Michigan law.

3.05. Quorum of Members. The presence in person, by telecommunications equipment, or by proxy of Co-owners representing twenty five percent (25%) in number of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owners is not otherwise present in person or proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. If the Association fails to obtain a quorum for a membership meeting or other event requiring a member vote, the Association may adjourn the date of the meeting or voting event to a different date which is not more than sixty (60) days from the first called event and at the second event, the quorum requirement shall be reduced by half, so that only twelve and a half percent (12.5%) in number of the Co-owners entitled to vote will be required as a quorum.

3.06. Remote Communications. Members may only participate in a meeting of the members, regular or special, by remote communication, including telecommunication, if the Board approves a method for doing in advance of the meeting and furnishes notice to co-owners of the method at the time notice of the meeting is given. Any method of remote communication established by the Board of Directors for a meeting shall be the exclusive method for Co-owners to participate in the meeting by remote communication. The Board shall specify the manner of determining who is entitled to participate and vote remotely and authorize a method for voting in a manner which is reasonably calculated to produce an accurate vote count, whenever participation in a meeting by remote communication is allowed.

ARTICLE IV ADMINISTRATION

4.01 Board of Directors. The business, property, and affairs of the Association shall be managed and administered by a member of the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. All directors shall serve without compensation. The number of directors shall be set forth in the Association Bylaws. Any person who is delinquent by more than one hundred eighty (180) days in the payment of assessments to the Association shall be disqualified from serving as a non-Developer appointed director and if the delinquency arises after he or she shall have been elected to the Board, such director be deemed removed from the Board when the period of his or her assessment delinquency surpasses 180 days. Any vacancy may be filled in the manner specified by Article IV, Section 4.3(e) of these Bylaws.

4.02 Nomination of Directors. Persons qualified to be directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least two Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his willingness to serve as a director, and submitted to the Board of Directors at least 20 days before the meeting, ballot or polling event at which the election is to be held; provided, however, that in either case, additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated. In this instance, the nominees must either be present at the meeting and consent to the nomination or have indicated in writing a willingness to serve. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

4.03 Term. The term of office for all directors, except members of the First Board of Directors (defined below), shall be three (3) years, or until their successors are elected and qualified.

(a) Developer Appointed Directors. The terms of office for the members of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer prior to the transitional control date (together herein "First Board") shall expire on the date the Development and Sales Period ends, unless terminated earlier by operation of subsection (b) below. At any election of directors by non-developer Co-owners required by subsection (b) below, the Developer shall designate the directorship term of the member of the First Board which has expired so that a directorship position may be filled in accordance with Section 52 of the Act, as amended.

(b) Election of Non-Developer Co-owners to the Board.

(i) The term of office of one of the members of the First Board of Directors, as selected by the Developer, shall expire 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units which may be created. Co-owners other than the Developer shall elect an individual to fill this position prior to its vacancy. The term of office for all directors, except members of the First Board, shall be three (3) years, or until their successors are elected and qualified.

(ii) 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, and before conveyance of 90% of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will 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.

(iii) Regardless of the percentage of Units which have been conveyed, if less than 75% of the Units that may be created have not been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, Co-owners other than the Developer shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for

which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights of Co-owners other than the Developer otherwise established above in subsections (i) and (ii). Application of this subsection does not require a change in the size of the Board of Directors.

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

(v) For purposes of calculating the timing of events described in this subsection (b) and in subsection (d) of this Section 4.03, conveyance by the Developer to a residential builder, even though not an affiliate of the Developer, is not considered a sale to a non-developer Co-owner until such time as the residential builder conveys that Unit with a completed residence on it or until the Unit contains a completed residence which is occupied.

(c) Removal of Directors. Except for the First Board of Directors, or any successor or replacement Director appointed by the Developer, a director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote thereon. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any director designated by the Developer, at any time or from time to time, and in its sole discretion.

(d) Vacancies During Period of Developer Representation on Board. 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, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant directorship; provided however, that only non-developer Co-owners shall have the right to fill any vacancy occurring in a directorship which was previously filled by an election of Co-owners other than the Developer.

(e) Vacancies. Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least 10% of the Units in the Project or which occur after 10% of the Units no longer remain to be sold that may be created, whichever is longer, caused by any reason other than the removal of a Director by a vote of the members of the Association, may be filled by the Association in any of the following manners: (a) the members may fill the vacancy; or (b) the Board may fill the vacancy until the next meeting of members; provided however, that if the directors remaining in office constitute fewer than a

quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. The Association may also fill a vacancy that will occur at a specific date, by reason of a resignation that is effective at a later date, before the vacancy occurs, but a director who is elected or appointed may not take office until the vacancy occurs.

(f) Actions of First Board. All actions of the members of the First Board, including any replacement or successor Directors appointed to the First Board by the Developer, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly 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.

4.04. Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things other than what the Condominium Documents require to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following powers and duties:

- (a) Care, upkeep and maintenance of the common elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings;
- (b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium property;
- (c) Contract for and employ persons to assist in the management, maintenance, administration and security of the Condominium Project;
- (d) Adoption and amendment of rules and regulations covering the details of the use of the Condominium Project;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;
- (f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;
- (g) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Association on behalf of the Co-owners;
- (h) Making or authorizing repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(i) Consenting to or authorizing or disapproving actions of the Co-owners which require the consent of the Association under this Master Deed or the other Condominium Documents;

(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, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) To make rules and regulations in accordance with Section 7.06 of these Bylaws;

(l) To establish the Architectural Design Committee, and such other committees, as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any function or responsibilities which are not by law or required to be performed by the Board;

(m) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;

(n) To grant concessions, easements or licenses or to enter into oil and gas leases, for the use of the general common elements of the Condominium Project on behalf of the Co-owners and in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Condominium for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated;

(o) To dedicate all or any portion of the general common elements to or for the use of the public, including all roadways and utilities serving the condominium; and

(p) To make non-material amendments to the Master Deed, Condominium Bylaws and other Condominium Documents by unanimous consent of the Board.

4.05 Books of Account.

(a) The Association shall keep books and records of account and minutes of the proceedings of its members, board, and executive committee(s), if any. The Association shall keep at its registered office records that contain the names and addresses of all members of record, the number of memberships held by each member, and the dates when they respectively became members. Any of the books, records, or minutes may be in written form or in any other form that is convertible into written form within a reasonable time. The Association shall convert into written form without charge any record that is not in written form, if requested by a person that is entitled to inspect the record.

(b) The books and records shall contain a detailed account of the expenditures and receipts affecting the administration of the Condominium Project, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by

or on behalf of the Association and its Co-owners. The Association's books and records shall be reviewed or audited annually by a certified public accountant if required by the Act, unless an affirmative vote of a majority of the members elects not to do so. The cost of such review or audit shall be an expense of administration.

(c) Any member, in person or by attorney or other agent, may during regular business hours inspect for any proper purpose the Association's list of its members, and its other books and records, if the member gives the Association written demand describing with reasonable particularity the purpose of the inspection and the records the member desires to inspect, and the records sought are directly connected with the purpose. As used in this subsection, "proper purpose" means a purpose that is reasonably related to a person's interest as a member. A member must deliver a demand under this subparagraph to the Association at its registered office or at its principal place of business. If an attorney or other agent is the person seeking to inspect the records, the demand must include a power of attorney or other writing that authorizes the attorney or other agent to act on behalf of the member. The right of a member to inspect records includes the right to copy and make extracts from the records of a Association and, if reasonable, the right to require the Association to supply copies made by photographic, xerographic, or other means. To cover the cost of labor and material, the Association may require a member to pay a reasonable charge for copies of the documents provided to the shareholder or member.

(d) The Association, acting by resolution of its directors or members, may in good faith deny a request to inspect its books and records if it reasonably determines: (1) the inspection is sought for an improper purpose; (2) the records sought are not directly connected with the person's stated purpose; (3) the requested disclosure impairs the rights of privacy or free association of the members; (4) fulfilling the request would impair the lawful purposes of the Association; or (5) fulfilling the request is not in the best interests of the Association.

(e) The Association, at least once in each calendar year, shall prepare or have prepared a financial report for the preceding fiscal year and distribute that report to each member or present the report at the annual meeting of members. The report shall include all of the following for the Association's preceding fiscal year:

- (1) Its income statement;
- (2) Its year-end balance sheet, including trust funds and funds restricted by donors or the board;
- (3) Its statement of source and application of funds, if the Association prepares that statement; and
- (4) Any other information required by law.

The Association may distribute the financial report electronically, either by electronic transmission of the report or by making the report available for electronic transmission. If the report is distributed electronically, the corporation shall provide the report in written form to a shareholder, member, or director on request.

4.06. Maintenance and Repair.

(a) Unit. All maintenance of and repair to a Condominium Unit, and to Limited Common Elements which are appurtenant to a single Condominium Unit, to the extent set forth in the Master Deed, other than maintenance of and repair to any General Common Element contained within the Condominium Unit, shall be made by the Co-owner of such Unit.

(b) Damage to Units and Common Elements. Each Co-owner shall be responsible for all damages to any other Units or to the Common Elements resulting from the repair and maintenance of his Condominium Unit or limited common elements, or from his failure to effect such maintenance and repair. The Association may, after notice and a hearing, specially assess such Co-owner for the amount of the damage to any other Units or to the common elements resulting from such conduct or from the Co-owner's failure to effect maintenance and repair of his Unit or limited common elements.

(c) Other Limited Common Elements. All maintenance of and repair to the Limited Common Elements which are appurtenant to more than one Condominium Unit shall be made by the Association and specially assessed to all of the Co-owners of Units to which the Limited Common Elements are appurtenant, unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense may be specially assessed by the Association against such Co-owner after notice and a hearing thereon.

(d) Right of Access. The Association, or its agents, shall have access to the yard and other outdoor areas of each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the General Common Elements located therein or accessible therefrom, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both, provided however, that nothing contained herein shall be construed to permit the Association access to the residence constructed within each Unit without the express permission of the Unit's Co-owner.

(e) Submetered Utilities. Any utilities consumed in the Project by Co-owners and whose cost is billed to the Association may be sub-metered by the Association or individually measured; the Association may specially assess the cost of servicing an individual Unit or Units against such Unit(s). If more than a single Unit is included on the same sub-meter or measuring device, the Association shall specially assess the cost of the utility on a uniform basis to those consuming the utility.

4.07. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount hereinafter set forth 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 reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.08. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the Unit upon which the work was performed or to which the Limited Common Element is appurtenant, and a lien for work authorized by the Developer, residential builder, or principal contractor shall attach only to Condominium Units owned by the Developer, residential builder, or principal contractor at the time of recording of the statement of account and 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, residential builder or principal contractor.

4.09. Managing Agent. The Board may employ for the Association 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 listed in Section 4.04 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause.

4.10. Officers. The Association Bylaws shall provide 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 and directors of the Association not inconsistent herewith. Officers may be compensated, but only upon a majority vote of the Co-owners present in person or by proxy at a meeting of members.

4.11. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their 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 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 OPEN SPACE

5.01. Establishment of Open Space. The Open Space area designated on Exhibit B to the Master Deed is designated by these Bylaws as an Open Space area subject to all applicable laws, rules, and regulations including, but not limited to, Section 14 and in particular Section 14.7. The Open Space will be maintained forever in an undeveloped condition pursuant to the terms of this Article V. No development, buildings, structures, or other improvements, will be permitted except in compliance with this Article V and Chapter 14.

5.02. Standards for Open Space. The Open Space shall not include a golf course but may include a recreational trail, picnic area, children's play area, greenway, linear park, and agricultural

use or other use as approved by the Township's Planning Commission. The Open Space will be available for all residents of the development, subject to the rules and regulations of Section 5.5 below. The Open Space shall be located and maintained in a manner to preserve any significant natural resources, natural features, scenic or wooded conditions, wetlands, or agricultural land.

5.03. Use and Structures. All Units and all structures maintained by the Association must be located outside of the Open Space. The Township Board (upon recommendation by the Planning Commission), at its discretion, may permit structures or improvements to be located in the Open Space, if the structures and/or improvements would be consistent with the purpose of the Open Space. Such structures may include, but are not limited to, park or playground equipment, recreational use structures, or agricultural structures.

5.04. Initial Use Designations. As shown on Exhibit B, the initial use designation for the Open Space will be a combination of walking paths, picnic and recreation areas, together with an agricultural use area. The initial use plan may be changed only in compliance with all of the terms and conditions of Chapter 14.

5.05. Homeowner Use. The Association will maintain the Open Space in a safe, undamaged, and usable condition and all costs incurred shall be costs of administering the Project. The Open Space shall be subject to such rules and regulations as may be adopted by the Board of Directors of the Association from time to time. No activity shall occur in the Open Space areas during the period from sunset until sunrise, without the prior written consent of the Association. No Co-owner may alter any landscaping or planting installed or placed in the Open Space areas, without the prior written permission of the Association.

5.06. Maintenance Schedule and Standards. The Association will provide for all necessary pruning and harvesting of trees on an annual basis. Any pruning or harvesting of trees will be done in conjunction with a landscape professional. Additionally, any ground cover in the Open Space (such as grass or other ground cover) will be maintained to a height of not greater than six inches or as deemed applicable for the appropriate ground cover. Any new plantings or change of vegetation in the Open Space will be determined by the Board of Directors of the Association in compliance with the terms of Chapter 14.

ARTICLE VI ASSESSMENTS

6.01. Annual Budget. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common and special expenses of the Condominium for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such charges against all Co-owners in the manner required by this Article.

6.02. Common Expenses.

(a) The common expenses of the Condominium shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the

Condominium Project under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for repair and replacement of the Common Elements or other Association property, and for meeting any deficit in the common expense for any prior year. Common expenses include, without limitation, the cost of snowplowing of the private roads and the upkeep of the open space areas. 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 common 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 thereof shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

(b) Common expenses shall be apportioned among all Units on an equal basis.

6.03. Special Expenses.

(a) The special expenses of the Association include the costs of trash removal services or utilities which are billed to the Association and specially assessed to individual Units. Special expenses also include costs or activities attributable to the acts or omissions of less than all of the Co-owners, and/or from the maintenance, repair or replacement of certain Limited Common Elements, all of which may be specially assessed against individual Units pursuant to the terms of the Master Deed.

(b) Special expenses associated with the administration of a Limited Common Element area shall be apportioned equally among the Co-owners whose Units are appurtenant to the Limited Common Element area.

(c) Each Unit will be specially assessed a non-refundable fee equal to two months of the current annual regular assessment each time that title to the Unit transfers by deed or land contract to a party other than the Developer, but not more than 2/12ths of the annual regular assessment. The purposes of the fee are to defer the administrative expense of the Association in facilitating the Unit change and to contribute to the capital of the Association. This fee is not applied or credited towards the regular assessments for the Unit.

6.04. Levy of Assessments.

(a) The Board shall advise each Co-owner in writing of the amount of common and special expenses payable by him or her and shall furnish copies of each budget upon which such charges are based to all Co-owners, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment. All assessments which arise from the annual budgeting process shall be known as "regular assessments."

(b) Regular assessments shall be payable monthly, quarterly, semi-annually, or annually, as determined by the Board of Directors, in advance, commencing with acceptance of a conveyance to a Unit, or with the acquisition of title to a Unit by any other means.

6.05. Increase of Regular Assessment During Fiscal Year. Absent Co-owner approval as herein provided, regular assessments shall only be increased during a given fiscal year of the Association in accordance with the following:

(a) If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of administering the Project

(b) To provide for the replacement of existing Common Elements;

(c) To provide for the purchase of additions to the Common Elements in an amount not exceeding \$5,000 per improvement and \$575 per Unit annually, whichever is less; or

(d) In the event of emergency or unforeseen development.

Any increase in regular assessments other than or in addition to the foregoing shall require approval by a vote of sixty percent (60%) or more of the Co-owners.

6.06. Determination of Special Assessments. All assessments which are not included in the annual budget of the Association, or any amendment to the budget, shall be determined and levied by the Board of Directors, after notice to the affected Co-owners and a hearing thereon, and they shall be known as special assessments. Special assessments include but are not limited to one-time assessments to pay for items which would otherwise be considered regular expenses, as well as assessments for special expenses. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, apportion the special assessment among Co-owners on a reasonable basis.

6.07 Mandatory Utility Assessment. In addition to the mandatory monetary reserve specified in Section 4.07 hereof, the Developer and Association shall maintain the reserve fund required by the Kent County Health Department (KCHD) and the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the Wastewater System and shall retain sufficient reserves, as established by law or regulation, to operate, maintain and replace the system as set forth in Section 8.10 hereof. In no event shall the fund be less than \$300.00 per Unit. This fund may be used to pay for such maintenance, repair, or replacement as provided by law, rule or regulation, provided that the funds used for permitted maintenance, repair or replacement shall be replaced by additional funds within a reasonable time, by a special assessment as provided herein, so that the amount of the Mandatory Utility Reserve shall have the necessary balance to satisfy the amount required by the KCHD, EGLE and any law, rule or regulation. Gaines Charter Township shall have the right to see the amount of the balance in such Mandatory Utility Reserve within 30 days of a written request by the Township to the Association.

6.08. Temporary Relief. The Board of Directors, including the First Board or its successors appointed by the Developer, may relieve any Co-owner who has not constructed a residence within his or her Unit from payment, for a limited period of time, of all or some

portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his Unit.

6.09. Collection of Assessments.

(a) All assessments and all fines levied against a Co-owner by the Association which are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien (a "protective advance"), and attorneys' fees, constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment or other charge became due, prior to all other liens except tax liens in favor of any state or federal taxing authority, and sums unpaid on a first mortgage of record except that assessments that are evidenced by a notice of lien, have priority over a first mortgage recorded subsequent to the recording of the notice of lien by the Association. For purposes of this subsection (a), the term "assessment" includes, without limitation, all regular and special assessments described in this Article V and all special assessments against Co-owners described elsewhere in these Bylaws. The assessment lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Unit(s) no longer owned by the Co-owner but which become due while the Co-owner had title to the Unit(s).

(b) Each Co-owner shall be obligated for the payment of all assessments, fines, interest, late fees, protective advances, and attorneys' fees levied with regard to his Unit during the time that he is the owner thereof, and no Co-owner may exempt himself from liability for his contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.

(c) In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the regular assessments for the pertinent fiscal year immediately due and payable. In addition, the Board may assess reasonable late charges, or interest at twelve percent (12%) per annum or the highest legal rate, whichever is lower, on such assessment from the date thereof.

(d) All expenses incurred in collection of an assessment, including late charges, interest, costs and actual attorneys' fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner,

(e) In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are

delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law for foreclosures by advertisement. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection, including this power of sale, and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the condominium Project on behalf of the Co-owners. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is entitled to reasonable interest, expenses, costs, and attorney fees for foreclosure by advertisement or judicial action.

(f) A foreclosure proceeding may not be commenced without the recording and service of a notice of lien in the manner specified by the Act.

(g) In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(h) The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Condominium Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(i) The Co-owner of a Condominium Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of Co-owner chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorneys' fees incurred in their collection.

(j) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charges of whatever nature except the following: (a) amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage

having priority thereto. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and attorneys' fees against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments interest, late charges, fines, costs, and attorneys' fees, against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due. Unless the purchaser or grantee requests a written statement from the Association at least five 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, costs, fines, late charges, and attorneys' fees incurred in the collection thereof.

6.10. Application of Payments. All payments on account of assessments in default shall be applied in the following manner; first, to costs of collection and enforcement of payment, including reasonable attorneys' fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

6.11. Obligations of the Developer and Certain Designated Residential Builders. Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, and any residential builder who is specifically assigned rights by the Developer (a "designated residential builder"), although a member or members of the Association, will not be responsible during the Development and Sales Period for payment of the regular Association assessments or special assessments, except with respect to Units owned by it on which a completed building is located and occupied. The Developer (and/or designated residential builder) will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer (and/or by a designated residential builder). For purposes of the foregoing sentence, the Developer's (and/or designated residential builder's) proportionate share of such expenses will be based upon the ratio of all Units owned by such party at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer (and/or designated residential builder) be responsible for payment of any charges for or with respect to deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect to completed Units owned by it on which a completed and occupied building is located. In no event shall the Developer (and/or designated residential builder) be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer (and/or designated residential builder) or to finance litigation or other claims against the Developer (and/or designated residential builder), any cost of investigating and preparing such litigation or claim or any similar related costs. In no event shall the Developer (and/or designated residential builder) be liable for any special assessment levied pursuant to Section 5.06. For purposes of this paragraph, a "completed building" shall mean a building with respect to which a Certificate of Occupancy or its equivalent has been issued by the applicable local authority and which is occupied.

6.12. Mortgagee Liability. If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by that mortgagee or purchaser and his or her successors and assigns.

6.13. Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association. Nothing contained herein shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

ARTICLE VII TAXES, INSURANCE AND REPAIR

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

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

7.02. Insurance. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, obtain and maintain, to the extent available, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining property and casualty insurance at his or her own expense with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, and within the Limited Common Elements solely appurtenant to his or her Unit. It shall also be each Co-owner's

responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Condominium Project, for personal liability for occurrences within his or her Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit.

(b) The Association shall not be responsible in any way for maintaining insurance with respect to Units, or Limited Common Elements which are appurtenant to a single Unit.

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

(d) The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(e) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

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

7.03. Reconstruction and Repair. If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, the determination of whether or not to reconstruct, repair, or replace and the responsibility therefor, shall be as follows:

(a) If the damaged property is a General Common Element or an easement or right of way benefitting the Condominium Project, the damaged property shall be repaired, rebuilt or replaced, unless all of the Co-owners and all of the institutional holders of mortgages on the Units in the Project unanimously agree to the contrary. The Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient

amounts to provide funds to pay the estimated or actual costs thereof. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

(b) 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 is obtained from the Association or its Architectural Design Committee.

7.04. Eminent Domain. The following provision shall control upon any taking by eminent domain:

(a) If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements, after taking into consideration any specific loss attributable to a Unit because the condemned Common Element is "limited" in nature. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds of Co-owners in value shall be binding on all Co-owners.

(b) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium Unit taken for his undivided interest in the Common Elements as well as for the Condominium Unit.

ARTICLE VIII USE AND OCCUPANCY RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Project, and for the protection of the value of each Unit, the use of the Condominium Project Property shall be subject to the following limitations:

8.01. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or any Common Element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that with required approval of the local public authority professional and quasi-professional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate traffic by members of the general public. No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuilding shall be used at any time as a residence, either temporary or permanent. No building or structure shall be intended for or adapted to business purposes, and no duplex, apartment house, or any type of multiple-family dwelling of any kind may be erected, placed, permitted or maintained on any Unit. No improvement or structure other than a first-class private residence with a garage (attached or detached) for not less than two cars and not more than four cars may be erected,

placed, or maintained on any Unit, except as permitted by Section 7.03I(v). The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records and accounts; or (c) handling his personal or business telephone calls and correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions provided that: (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; no commodities are sold upon the premises; (iii) no employees, other than a member of the immediate family residing on the premises, works from the premises; and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment.

8.02. Common Areas. The General Common Element Areas 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 customary purposes incidental to use of the Units; provided, however, that any roadways, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board of Directors of the Association. The use, maintenance and operation of the General Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements.

8.03. Architectural Control.

(a) The Association's Board of Directors shall establish a standing committee of the Association known as the Architectural Design Board (herein "Design Board"), comprised of at least one and no more than five persons. The Developer shall be the sole member of the Design Board until the conclusion of the Development and Sales Period; thereafter, the member(s) of the Design Board shall be selected by the Board of Directors and Directors of the Association shall comprise at least a majority of the members of the Design Board. Members of the Design Board shall serve until they resign or are removed or replaced by the party who has the right to appoint them. The party who appointed a member to the Design Board may remove such member of the Design Board at any time, with or without cause. Any decision of the Design Board may be appealed to the Board of Directors.

(b) No building, structure or other improvements, shall be constructed within the perimeters of a Condominium Unit or elsewhere in the Condominium Project, unless plans and specifications therefor, containing such detail as the Association may reasonably require, have first been approved in writing by the Design Board. No exterior modification may be made to any site, building, structure or improvement, including septic tanks, whether presently existing or to be constructed, unless plans and specifications therefor, containing such detail as the Association or the Design Board may reasonably require, have first been approved in writing by the Association or its Design Board. If site modifications are involved, a site grading plan shall be prepared and submitted along with plans and measures for control of soil erosion during the construction process. Construction or modification of any building or other improvements must also receive any necessary approvals from the local public authority. The Association or its Design Board shall have

the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications 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 be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

All approvals required by this section shall comply with the following:(i)

Construction Materials. All residences and other permitted buildings and structures shall be constructed in a substantial and good workmanlike manner and of new materials. All residences must have poured concrete or cement block basement walls and must be stick built on the site. No modular or mobile homes are permitted. All residences shall be of finished wood, masonry (including brick), aluminum, or vinyl siding exterior. All windows shall be clad with either aluminum or vinyl. Roofs shall be of shingle construction using architectural grade asphalt shingles or engineered standing seam metal roofing. No tile roofs will be permitted. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any residence or other permitted structure on any Units of the Project and no roll roofing of any description or character shall be used on the roof of any residence or other permitted structure on any of said Units. All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples thereof shall be furnished to the Board upon request.

(ii) Size and Space Requirements. No residence shall be constructed on any Unit with a fully enclosed floor area of less than the following dimensions (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and terrace level construction:

One story- _____ sq. ft.

Two story - overall minimum of _____ sq. ft.

No residence shall exceed an overall height of 35 ft.

No residence shall be constructed as a bi-level or tri-level home
without
the approval of the Design Board.

The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of the square footage requirement.

(iii) Floor Heights. All main floor levels of a residence shall be a minimum of eight feet in height, and second floor levels shall be eight feet or more. Below-grade portions of terrace or lower-level walls shall be of poured concrete or cement block of not less than eight feet in height. All construction must comply with current applicable state and local building codes and ordinances, and the height of all structures shall also be in compliance with local zoning regulations.

(iv) Garage, Parking, and Sidewalks. All Units must have either a two, three, or four-car garage and outside parking for not less than two vehicles on or along the driveway. All two-car garages shall have a minimum dimension of 20' x 20'. All sidewalks will comply with all of the specifications delineated in the Subdivision D plan attached as Exhibit B.

(v) Other Structure. No building other than a principal residence may be constructed or occupied within a Unit or used for storage or similar purposes, except that an accessory building which complies with the zoning requirements of Gaines Township may be constructed and maintained in all building envelopes depicted on the Plan of any Unit with the consent of the Design Board. The exterior materials of any permitted accessory building must be the same as the residence unless otherwise determined by the Design Board. No gazebo, pool house, bathhouse or like structure shall be constructed or used for storage or similar purposes, without the prior written consent of the Design Board. Mailbox location, size, style and design may be specified by the Design Board.

(vi) Walls, Fences and Hedges. Fences or hedges of an approved design and materials may be used, with the consent of the Design Board, to enclose property lines, service areas, patios, swimming pools or other areas requiring privacy.

(vii) Damage to Road or Utilities. Any damage to any road or utilities or any part of the Project by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced, or restored by such Co-owner at his or her sole cost in a manner approved by the Association,

(viii) Elevations. No substantial changes in the elevations of the land will be made on a Unit without the prior written consent of the Developer during the Development and Sales Period, and thereafter, by the Association. Any change which materially affects the surface elevation, grade, or drainage of the surrounding Units will be considered a substantial change.

(ix) Soil from Excavation. All soil to be removed from any of the Units either in grading or in excavation will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the Unit in such place or places within the Project as the Developer will designate at the Co-owner's expense.

(x) Procedure. No Co-owner shall apply to the Township or other governmental authority for a building or construction permit to undertake work which requires the consent of the Developer and/or Design Board hereunder without first obtaining the written approval of the Developer and/or Design Board. The Developer and/or Design Board shall indicate its approval of any plans and specifications by signing and dating each page of such documents. The approval of any plans or specifications shall not be construed as a warranty or guarantee of the viability of the designs represented therein.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-owners. Notwithstanding the foregoing, during the Development and Sales Period,

the Developer may construct or approve the construction of dwellings or other improvements within the Condominium Project without the necessity of prior consent from the Association or Design Board or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere in the Condominium Project. Any consent obtained from the Developer pursuant to this paragraph shall have the same legal significance as consent obtained from the Association or its Design Board in Section 7.03 (b).

8.04. Developer's Reserved Rights. The rules of this Section 7.04 shall only apply until the conclusion of the Development and Sales Period. During the period that these rules are applicable, no buildings, fences, walls, retaining walls, drives, walks, docks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including color and design) except interior alterations which do not affect structural elements of any Units, nor shall any hedges, trees, or substantial 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, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the 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 thereof with the Condominium as a whole. The Developer shall have the right, in its sole discretion, to reject any builder or excavator selected by a Co-owner who is not in the Developer's opinion suitable or desirable for the Project. The purpose of this section is to assure the continued maintenance of the Condominium Project as a beautiful and harmonious residential development, and shall be binding upon both the Association, its Design Board, and upon all Co-owners.

The restrictions contained in this Article VII shall not apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements

and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer 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 activity prohibited hereby.

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

(a) Trash. All trash shall be kept inside a garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Association may designate the trash removal service for the Project and/or contract with such service on behalf of all co-owners.

(b) Maintenance of Units and Residences. No Unit and no residence shall be permitted to become overgrown, unsightly or to fall into disrepair. All residences and accessory buildings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Design Board. Each Co-owner of the Project, for himself and his successors and assigns, hereby grants to the Association, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Design Board to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects condominium assessments pursuant to Article V, above, and such amounts shall become a lien upon the Unit as provided in Article V.

(c) Landscaping. The Units shall be landscaped according to plans approved by the Design Board. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Unit owner may leave portions of his or her Unit in a natural state, but landscaped portions of a Unit must be completed within six (6) months after occupancy of the residence constructed within a Unit, weather permitting. If any Co-owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the owner to hire a professional lawn care service to do the work and the Association, after written warning served on the Unit owner, may contract to have the work performed at such Owner's expense.

(d) Mineral Extraction. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit.

(e) Animals. No savage, dangerous animal, or bird or farm animal, including horses, chicken or other poultry, cows, sheep and pigs, shall be kept within Units in the Project and no animal may be kept or bred for any commercial purposes. Domestic house pets permitted under the provisions of this sub-paragraph shall be kept only in compliance with the Rules of Conduct 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. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. No animal shall be permitted to run loose upon any Unit except the Unit owned by the owner of such animal, and the owner of such animal shall be responsible for cleaning up after the animal when it runs outside the Owner's Unit boundaries. The Association may, without liability to the owner thereof, remove or cause any animal to be removed from the Project which it determines to be in violation of the restrictions imposed by this sub-paragraph. Any person who causes or permits any animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal in the Condominium Project. The Association may, after notice and hearing, specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the common elements or to another person, animal or property by the Co-owner's animal or by any other animal the Co-owner, or his tenants, or guests, bring into the Condominium Project.

(g) Zoning. Notwithstanding any provisions of the Condominium Documents, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the Township Zoning Ordinance, including the Township PUD Ordinance, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of the Township. In the event of a conflict between the Condominium Documents and the requirements of Township ordinances, the more restrictive provision shall control. This subsection is not subject to amendment.

(i) Swing Sets and Play Equipment. No swing sets or children's play equipment will be permitted in the front yard of any Unit.

(j) Time for Building Completion and Restoration. Construction of a residence which conforms with the requirements of these Bylaws shall be initiated within a Unit within twelve (12) months after the initial sale of such Unit from the Developer. All construction within the Project shall be diligently pursued once commenced, and every residence shall be completed within eighteen (18) months after the commencement of construction. Construction of all residences shall be completed prior to occupancy. No trailer, basement, garage, or any other temporary type of dwelling or structure shall be used as a residence, either temporarily or permanently on any Unit. No accumulation of ashes, junk or other offensive objects or materials shall be permitted to accumulate upon any Unit. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

(k) Signs. No signs or other advertising may be displayed on any Unit unless their size, form and number are first approved in writing by the Association, except that one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which is designated by the Association, will be permitted. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.

(l) Single Owner Contiguous Units. Whenever two (2) or more contiguous Units in the Project shall be owned by the same person, and such Co-owner shall desire to use two (2) or more of said Units as a site for a single residence, he or she may apply in writing to the Architectural Design Board or Board of Directors of the Association for permission to so use said Units. If permission for such a use shall be granted, the Units constituting the site for such single residence shall be treated as a single Unit for the purpose of applying these restrictions to said Units, so long as the Units remain improved with one single residence. No Unit may be divided for use as separate Units.

(m) Dwelling Exterior. All windows, porches, balconies and exteriors of all dwellings shall at all times be maintained in a neat and orderly manner.

(n) Fires; Storage of Hazardous Materials. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any roadway in the Project. No outside incinerators shall be kept, allowed or used on any Unit nor may trash be disposed of by burning on any Unit. No Co-owner will bring or maintain environmentally hazardous materials in the Condominium unless for domestic use at the Co-Owner's residence and in reasonable quantities limited to the immediate need. The restrictions of this subparagraph (n) do not apply to the Developer or its agents during the Development and Sales Period.

(o) Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make changes to the exterior appearance of his residence, or other improvements located within the perimeters of his Unit without prior approval of the Association or its Architectural Design Board. No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way, without the prior written consent of the Association.

(p) Nuisances. No nuisances shall be permitted on the Condominium Project nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any illegal fireworks or other dangerous projectiles or devices anywhere on or about the Project.

(q) Activities. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Project, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Board. In the event the Board consents to an activity which increases the rate of insurance for the Project, the Board shall specially assess the Co-owner for any increased cost of insurance. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law.

(r) Vehicles. No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft) or vehicle except within a garage or residence where totally isolated from public view. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept in a Unit outside of a closed garage or elsewhere

in the Condominium Project by those persons residing in any Unit may be limited by Rules of Conduct adopted by the Association; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time outside of a closed garage. No semi-trucks shall be parked in or about the Project except for the making of deliveries or pick-ups in the normal course of business.

(s) Antennas. No exterior antenna or aerial of any kind may be erected or maintained anywhere within any Lot or the Property, except dishes of thirty-six inches (36") in diameter or smaller, installed in a location approved in writing by the Committee. Solar panels of any type shall not be permitted.

(t) Lights. Except as may be initially installed by the Developer, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized on any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or on any other portion of the Property.

(u) Open Space. The open space areas designated on the Plan shall be used and maintained pursuant to the terms of Article V.

(t) Public Water/Sewer.

(1) If public water and sewer system become available within the Units in Project shall connect to the public water and/or sewer system, at their respective cost.

(2) At some time subsequent to the initial development of this Project, it may be necessary to construct or modify a community sewage disposal system and /or a municipal water system. The construction of such public systems may be financed in whole or in part by the creation of a special assessment district or districts which may include all Units. If such a special assessment district is implied upon all or any part of this condominium in accordance with Michigan law, then each owner of a unit serviced by said special assessment district shall pay all of those special assessments as may be levied against his unit by that special assessment district and shall take the necessary steps as required by the appropriate state, county and township agencies to connect at his or her dwelling at his or her own expense, to such community system within the deadline established for doing so as established by the Association, and to abandon their private system.

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

(v) Construction. The restrictions hereby placed upon the Condominium Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of adjacent lands owned by the Developer, unless, until and only to the extent such land is included in this Project by amendment,

8.06. Improvements and Modifications for Disabled Persons.

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), a Co-owner may make improvements or modifications to his or her Condominium Unit, including improvements or modifications to the common elements and to the route from the public way to the door of the Co-Owner's Unit, at his or her expense. The Co-owner shall be liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modifications shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project.

(b) A Co-owner who has made exterior improvements or modifications for handicap access must notify the Associations in writing of his other intention to convey or lease his or her Condominium Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Co-owner remove the improvement or modification at his or her own expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense. However, the Association may not remove or require the removal of the improvement or modification if the Co-owner conveys or leases his or her Condominium Unit to a disabled person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is disabled, requires the same type of improvement or modification, and resides with the person.

(c) If a Co-owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification.

(d) Before an improvement or modification under this Section is made, the Co-owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Co-owner may make the proposed improvement or modification without the Association's approval. A Co-owner may bring an action against the

Association and its officers and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.509(147a), if the Co-owner disagrees with the denial.

8.07. Flags Neither the Developer nor the Association shall prohibit a Co-owner from displaying a single United States flag of a size not greater than three feet by five feet anywhere on the Co-owner's Unit.

8.08. **Public Health Requirements.** The provisions relating to water supply and sewage disposal systems in this Section 8.08 have been required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Kent County Health Department (KCHD).

a. Test wells within the Project and the surrounding area have varied depths and water quality. Analysis of water samples collected from test wells on the property and surrounding wells has revealed elevated levels of arsenic, hardness, and iron.

Elevated levels of hardness and iron are not regulated as public health advisories but represent aesthetic concerns to the user. Arsenic is regulated as a primary drinking water contaminate. See separate Arsenic Advisory.

Without treatment, high hardness and iron may result in the build-up of scale deposits in water heaters, piping, and plumbing fixtures. Without treatment, high iron levels may result in the staining of plumbing fixtures and laundry and produce taste and odor problems. Purchasers may wish to consider utilizing a whole house water treatment system to reduce the levels of hardness and iron. Cost of such treatment and the operation of such may be born solely by the purchaser. Discharge of said water treatment system backwash cannot be directed into the sewer, septic tanks or system or disposal areas. Each Unit Owner shall install and maintain a separate lawful and working drainage system to properly dispose of water treatment system backwash.

All residential dwellings must be served by an appropriate potable water supply system constructed and maintained in accordance with the Groundwater Quality Control provisions of the Michigan Public Health Code (P.A. 368 of 1978), as amended, and in particular, with Part 127 thereof. Individual water supply systems will be permitted on a unit solely to provide water for domestic consumption at the residence, for irrigation purposes, swimming pools, or other domestic uses on the unit. Geothermal systems utilizing vertical loops or groundwater withdrawal must be installed under permit from KCHD.

A permit from KCHD is required prior to the installation or major repair of any on-site water supply. As part of the application, KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways, and other significant details.

Except as otherwise approved by KCHD, all wells must be located on the unit being served and must be 10 feet from unit boundaries, buried gravity sewers, easements, and

building drains; 50 feet from septic tanks, pump vaults, pressure sewers water treatment backwash discharges, and community septic system distribution area.

b. Each Owner shall be solely responsible for the installation, maintenance, repair and replacement of the well/water supply system on his/her building site in good order and working condition and for compliance with all governmental regulations applicable thereto, and neither the Developer nor the Association shall have any responsibility or duty with respect to the same.

c. All wells on individual sites must be drilled by a well driller licensed by the State of Michigan and must be grouted in accordance with the EGLE water well grouting requirements. A well drilled in accordance with these provisions shall be deemed to be an appropriate water supply system. All wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet. This overburden to be located greater than twenty-five (25) feet below the ground surface. In the event that a suitable natural protection is not available, this Department may increase the minimum horizontal isolation to sources of contamination to 100 feet. All wells must be not less than 100 feet from the Wastewater Systems subsurface dispersal system.

d. Utilities, building, drives or other structures which may interfere with the installation and operation of the on-site wastewater collection and treatment system, STEP Tanks and appurtenances will not be permitted.

8.09. Rules of Conduct. Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date and may be revoked at any time by the affirmative vote of more than a majority of all Co-owners in value.

8.10 Community Wastewater Collection and Treatment System. All Units will be part of a Community Wastewater Collection and Treatment System installed by the Developer. Individual onsite sewage disposal systems are prohibited. The community sanitary sewer system has been approved for a peak daily wastewater flow of 9,000 gallons of domestic strength wastewater.

Construction of the community effluent dispersal facility may not commence until such a time as a community wastewater disposal permit has been issued by KCHD. Construction shall follow the processes and procedures as described in the construction drawings provided by _____. Future repairs, relocation, enlargement, or revisions to the community collection system, pumping equipment, and dispersal area may require additional review and permits. Such actions shall be authorized by the appropriate regulatory agency.

Start-up, operation, and maintenance of the community sanitary sewer system shall adhere to the processes described in the approved operation and maintenance manual. A copy of the manual is included in the Condominium Documents.

The following restrictions, regulations and requirements shall apply to those Units subject to or connected to the community sewage system (the "System"):

a. Owner Responsibilities. Each unit Owner shall be responsible for installation of a two- compartment watertight septic tank and dosing chamber as described in the construction plans and the Operation and Maintenance Manual. Only approved connections to the community sanitary sewer system shall be made by a Unit Owner. Individual septic tanks and dosing chambers will be permitted on a case by case basis by KCHD. Unit Owners will be responsible to obtain necessary permits to install and connect the septic tanks and dosing chambers. Unless otherwise approved by KCHD, no residence shall be connected to the community septic system if such connection would cause daily flow to exceed 9,000 gallons. Failure of the community sanitary sewer system, prematurely or otherwise, may result in KCHD from issuing additional connection permits.

Unit Owners must make provisions to discharge waste from water conditioning devices, rain gutters, groundwater sumps, and stormwater away from the Community Sanitary Sewer System. Such connections are prohibited by the Kent County Sewage Disposal Regulations.

b. Operation, repair maintenance and/or replacement of System. The Association will be solely responsible for the oversight and operation, repair, maintenance and/or replacement of the System in accordance with all applicable laws, ordinances, codes, rules and regulations, including, but not limited to, applicable rules and regulations of the Department of EGLE or its successor agency, the KCHD, Gaines Charter Township, and the Master Deed including, but not limited to, applicable rules and regulations of the Department of EGLE or its successor agency, the KCHD, Gaines Charter Township, and the Master Deed.

c. Transfer of System. Neither the Developer nor the Association will have the right to transfer all or any part of the System to any other person, entity or firm without the prior written consent of Gaines Charter Township.

d. Recordkeeping. The Association will maintain permanent records of all System operation reports, maintenance, repairs and replacements to or involving the System, which records shall be available at any reasonable time for inspection by Gaines Charter Township, EGLE, and KCHD. The Association shall also comply with the then-current reporting requirements of EGLE or any successor agency.

e. Association responsibilities. The Association (or its contracted professional operator) shall fulfill the following responsibilities with regard to the Community Wastewater Collection and Treatment System located in the General Common Elements:

- i. inspect the community sewage pumps and chambers no less than twice per year and make any necessary repairs and/or replacements;

- ii. record the pump event counters and hour meters on a monthly basis;
- iii. inspect the community septic tanks annually and have them cleaned as necessary;
- iv. clean the septic tank effluent filters annually;
- v. monitor the soil absorption system for ponding; and
- vi. any other actions required by law.

The Association shall be responsible for all costs associated with the operation, repair, replacement and maintenance of the Community Wastewater Collection and Treatment System.

The Association (or its contracted professional operator) shall fulfill all of the following responsibilities with regard to the STEP Tank and appurtenances located as a part of the Limited Common Elements within each Unit:

- i. inspect each STEP Tank installation for compliance with approved plans and specifications before it is put into use.
 - ii. periodically inspect the condition of each STEP Tank connection for proper operation, clean appropriate components, and repair any components needed.
 - iii. inspect the STEP Tank condition and determine if cleaning is necessary and arrange for tank pumping/cleaning when necessary. The Unit owner shall be responsible for the costs of tank pumping/cleaning.
 - iv. troubleshoot problems and arrange for the repair or replacement of components when necessary. The Unit owner shall be responsible for the costs of repairs to the STEP Tank, pump and appurtenances, and the replacement of components when needed.
 - v. any other actions required by law.
- f. Capital improvement fund. The Association shall be responsible for establishing and maintaining a capital improvement fund to cover the eventual replacement of sewer mains, septic tanks, pumps, dosing chambers and/or the drain field and all other appurtenances of the System. The Township shall have the right to receive proof of the amounts in such fund once per calendar year.
- g. Township's right to inspect. The Township will have the right to inspect the System at any reasonable time to determine whether or not the same has been constructed as required and/or whether or not it is being operated and maintained in a

satisfactory manner and in accordance with all applicable laws, rules and regulations.

h. Association's Failure to maintain the System. If the Association fails to maintain the System in a satisfactory manner in compliance with all applicable laws, rules and regulations, the Township will have the right to require that the Association perform its obligations in that regard, and may, among other things, seek injunctive relief from the Kent County Circuit Court to compel the Association to perform its obligations. In addition to any other remedies it may have, the Township will also have the right, if the Association fails to remedy a default after sixty (60) days written notice thereof from the Township, to take over possession and control of the System, including the reserve areas and fund, to thereafter take corrective action to operate, repair, maintain and/or replace the System, and to charge all of the costs thereof to the Association and the Owners of lots and/or Units in the Project. For the purpose of effecting its right to take over possession and control of the System, the Township is hereby granted a non-exclusive easement with respect to the land on which the System is situated, as shown on Exhibit B of the Master Deed, the right to use, operate, and replace any and all components of the System, and a non-exclusive easement for ingress and egress over the roads and common areas within the Project. Although the Township shall have the right and authority to take over possession and control of the System as provided herein, the Township need not do so, and the decision about whether to take over the System is solely that of the Township.

i. Establishment of a special assessment district or districts. In the event that the Township takes over the operation and maintenance of the System, and the Township determines that a Special Assessment District or Districts must be established for the Condominium for the purpose of assessing the Units in the Project for the cost of operating, maintaining, repairing and/or replacing the System, the owners of all Units shall have irrevocably consented to the establishment of a Special Assessment District or Districts for the purpose of operating, maintaining, repairing and/or replacing the System. The Owners of all Units shall pay all costs associated with the creation of the Special Assessment District or Districts, including reasonable attorneys' fees and costs, in the event that a district or districts are created by the Township as provided in this paragraph. If a petition of property owners is required to form such a special assessment district, then this paragraph shall be deemed to be such a petition. No Owner can withdraw their consent or their participation in a petition for a special assessment district. It is acknowledged that the Township receives no direct benefit for agreeing to assume any obligations relating to the System. Accordingly, the Township relies upon all representations, promises and agreements made in the Master Deed and these Bylaws.

j. Waivers. In the event that the Township should elect to establish a special assessment district or districts to defray all or a portion of the costs which it should ever incur in constructing or extending a municipal sewer system to service the Project, or in the event the Township should elect to establish a special assessment district or districts to defray all or a portion of the costs which it should ever incur to actively

operate, maintain, repair and/or replace the System, then in any such event all present and future Owners shall be deemed to have waived their rights to challenge all aspects of such special assessment district or districts, except as noted below. This waiver includes, but is not limited to, waiving the right (i) to challenge or object to the proposed improvements or to the special assessment district or districts or any special assessment, (ii) to challenge whether the special assessment district or districts is reasonably related to the benefit conferred, (iii) to contest whether a properly functioning privately owned public sewer system or a municipal sewer system specially benefits their properties, and (iv) to challenge whether the special benefits conferred on their properties are equivalent to all reasonable costs including administrative and legal expenses, incurred by the Township in operating and maintaining a previously privately owned sewer system or a municipal sewer system. The present or future members of the Association (i.e. all Owners) shall not, however, be deemed to have waived their rights to (i) receive all notices required to be given by law during the creation of a special assessment district or districts; (ii) have the hearings required by law actually held; (iii) have an opportunity to be heard at all hearings required by law to be held; and (iv) adjudicate whether the calculations and special assessment roll are mathematically accurate. The Township shall have the sole and absolute discretion about whether to create a special assessment district or districts. Should any Owner challenge any aspect of a Special Assessment District or a special assessment, and should the Township prevail in whole or in part, then the Owner(s) involved shall reimburse the Township for the Township's reasonable attorney fees and costs.

k. Terms. The terms contained herein shall extend for so long as any System exists and is operated.

l. Indemnification. Notwithstanding anything contained herein to the contrary, the Township (and its officers, officials, employees and agents) shall be indemnified, held harmless, and reimbursed by the Association and also all of the Owners for the Township's actual costs, including reasonable attorneys' fees and costs, liabilities, causes of action and damages arising out of a breach of any provision in this document or pertaining to any matter mentioned in this document relating to the System including, but not limited to, undertaking the necessary operation, maintenance, repair and/or replacement of the System, and/or seeking legal and/or engineering advice relating in any manner to the System. The collection proceedings and reimbursements available to the Township shall include, but not be limited to, the addition of actual costs to the property tax roll which will be collected in the same manner as property taxes against real property, or any interest therein, owned by the Developer, the Association or the Owners.

m. Failure of System. The Association and all present and/or future owners of Units within the Project hereby hold the Township, its officers, employees, agents, successors and assigns harmless for, from and against any and all damages, liabilities, legal fees and expenses, awards, demands, rights, causes of action, losses and claims

which may arise out of or relate to any failure, operation and/or existence or aspect of the System.

n. Installation of pump. In order to ensure proper and effective operation of the System, each Unit owner shall be required to install the STEP tank, effluent pump and controls described in the Developer's construction permit for the System. The installation of each STEP Tank and System connection shall be inspected by the Association or their professional engineer or operator of choice. Such connections shall include all appropriate testing of equipment that is normal and customary, including tank testing as specified in approved System construction documents.

o. Harmful materials. The Developer, each Owner, the Association, and all other persons shall be strictly prohibited from introducing or placing into the system any hazardous material or substance, or any material or substance that is harmful to the effective operation of the System. Any damage resulting from the introduction of a hazardous or harmful substance or material shall be borne solely by the person or person who caused such introduction into the System.

p. Excess water prohibited. No sump pump discharges, roof gutter downspouts or surface water drains of any kind shall be connected, directly or indirectly, to the STEP Tanks, sanitary sewers or the Community Wastewater Collection and Treatment System. Water treatment system or water softener backwash water also SHALL NOT BE CONNECTED TO or discharged into the sanitary sewer, STEP Tank or the Community Wastewater Collection and Treatment System.

q. Inspection. No individual STEP tank shall be used on any unit in the Project without first having the STEP Tank, pump and controls inspected by the professional engineer or operator retained for such inspections by the Association. Each connection shall include the tank water or vacuum tests specified in approved construction documents, and be witnessed by the designated inspector, as well as a performance test for the pump and controls. The costs of this testing shall be part of a connection fee established by the Association. In the event the owner fails to have the inspection and testing performed in accordance herewith, the Association or the Developer may enter the unit and have tightness testing performed, the cost of which shall be assessed against the owner in accordance with the Condominium Bylaws.

r. Township remedies. The Township's remedies regarding the System (both as specified in these Bylaws and in the Master Deed and at law and/or equity) are cumulative and not exclusive or exclusionary. The Township can pursue whichever remedy or remedies it deems appropriate.

8.11. Remedies on Breach. A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for

relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven days' notice, the levying of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys' fees as may be determined by the court.

(c) The Association may, following a co-owner default, perform any obligation required of the defaulting co-owner hereunder and specially assess the cost to the Unit of the defaulting co-owner. All special assessments shall constitute a lien against the defaulting co-owner's unit(s) and may be foreclosed in the manner provided in Article V.

(d) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

(e) Notwithstanding the foregoing, the Developer reserves the exclusive right and option to repurchase a Unit from any Co-owner who fails to comply with Section 7.05(j) above, by the Developer paying to such Co-owner at any time prior to the completion of a residence within the Unit, ninety five percent (95%) of the purchase price which such Co-owner paid to acquire the Unit, together with an amount equal to the Developer's estimate of the reasonable value of any improvements constructed within the Unit. Upon receipt of such amounts, the Co-owner shall convey marketable title to the Unit by warranty deed in statutory form to the Developer and taxes shall be pro-rated between the transferor and Developer, based upon the calendar year method of pro-ratio.

ARTICLE IX MORTGAGES

9.01. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain a list with such information. Any mortgagee may also request the Association to be included in the list of mortgagees. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Owners; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto. A mortgagee shall also have the right to audit the books and records of the Association at its expense.

9.02. Notice of Insurance. The Association shall notify each mortgagee who is registered with the Association of the name and each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

9.03. Notice of Foreclosure. The mortgagee of a first mortgage of record of a Condominium Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Condominium Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by servicing a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgage premises that substantially conforms with the description contained in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the Agent's address as shown on the records of the bureau administering corporations of the State of Michigan, or to the address the Association provided to the mortgagee, if any, in those cases where the address is not registered, not less than ten (10) days before commencement of the judicial action.

9.04 Notice of Mortgagees. If the Co-owner of a Unit fails to notify the Association of the names and addresses of the mortgagee(s) of its Unit, or if the Association has reason to believe the information concerning the mortgagee(s) of the Unit is incorrect or incomplete, the Association may order a title search of the Unit and the Association may specially assess the cost of the same against the Co-owner.

ARTICLE X LEASES

10.01. Notice of Lease. A Co-owner (other than 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 or otherwise agreeing to grant possession of a Condominium Unit to a potential tenant and shall supply the Association with a copy of the exact lease for its review for compliance with the Condominium Documents. The Co-owner shall furnish the Association with a copy of any signed written lease within thirty (30) days following the execution of the same. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential tenant, along with the rental amount and due dates under the proposed agreement. A Developer proposing to rent Condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

10.02. 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 shall so state. Short-term leases (i.e., less than one month) shall not be permitted.

10.03. Remedies. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) If, after fifteen (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 set forth 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 General Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

10.04. Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding; and/or

(b) Initiate proceedings pursuant to Section 9.03(c) above.

10.05. Amendment. During the Development and Sales Period, the Developer reserves the right to amend this Section IX in any manner determined by the developer.

ARTICLE XI ARBITRATION

11.01. Submission to Arbitration.

(a) Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration with the arbitration association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, according to the arbitration rules specified by Section 54 of the Act, as amended, if any are specified.

(b) In the absence of the election and written consent of the parties under subsection (a), neither a Co-owner nor the Association is prohibited from petitioning a Court of competent jurisdiction to resolve any dispute, claim or grievance. The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the Courts regarding that dispute, claim or grievance.

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

(a) At the exclusive option of a Purchaser 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) 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.

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

ARTICLE XII RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, 180 days after the conclusion of the Development and Sales Period

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

ARTICLE XIII VIOLATIONS: ASSESSMENT OF FINES

13.01 General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations, shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Project.

13.02 Procedures. Upon any fine being imposed by the Association, 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 shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws.

(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 10 days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon 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.

13.03. Relief. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the Board shall determine what relief to pursue against the defaulting Co-owner under Section 7.07 of these Bylaws. If the Board chooses to fine a Co-owner, it shall determine a reasonable

fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed two hundred dollars (\$200) per occurrence.

13.04. Continuing Violation. In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

13.05. Collection. The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the regular condominium assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01. Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or any Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

14.02. Notices. Notices provided for in the Act, Master Deed or these Bylaws shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may be provided by the Co-owner in writing. Any notice required or permitted to be given to a Co-owner may be given by electronic transmission by the Association to the party designated in the certificate described in Article II, Section 2.04 of these Bylaws, and such notice is considered written and dated when the electronic transmission is sent to such person at an email, phone number or electronic address designated by the Co-owner for the purpose of receiving notices from the Association. All notices to the Association shall be sent to the registered office of the Association. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be also be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

14.03. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Caledonia Meadows.

14.04. Township Costs. Any costs and attorney fees incurred by the Township in reviewing and approving or denying any amendment or change to these Bylaws shall be reimbursed to the Township by any Owner advocating for the change or amendment or by the Association.

14.05 Inflation Index. Whenever a specific monetary amount is specified in these Bylaws, such as for a fine or cap, such amount shall be subject to adjustment each year. Commencing January 2024, and continuing each year thereafter, such monetary amount shall be increased, but not decreased, by using the immediately prior year's index as a base year, and by increasing the monetary amount by the annual change in the Consumer Price Index (CPI) published by the United States Dept. of Labor (All Cities Index), or any replacement or successor index established by the United States Dept. of Labor.

ARTICLE XV CONFLICTING PROVISIONS.

In the event of a conflict between the provisions of the Township PUD Ordinance and any Condominium Document, the Township PUD Ordinance shall control.

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- (b) these Bylaws;
- (c) the Articles of Incorporation of the Association regarding Bylaw provisions;
- (d) and then the Rules of Conduct of the Association.

Gaines Charter Township

Planning Commission Memo

Meeting Date: January 25th, 2024

AGENDA ITEM: VI.3.c

FILE NUMBER: 231219DL

PROPOSED REQUEST: Rezoning RL-10/RL-14/O-S/NC to PUD

PROPERTY ZONING DISTRICT: Residential-10 & -14, Office-Service, Neighborhood Commercial

ADDRESS: Part of 3316 68th Street SE

PROPERTY SIZE: ca. 23.25 acres

PARCEL NUMBER: Part of 41-22-11-101-012

REPORT BY: Dan Wells, Community Development Director

APPLICANT: J & A Post Family Farm, LLC; Dan Larabel-Allen Edwin Homes



OVERVIEW

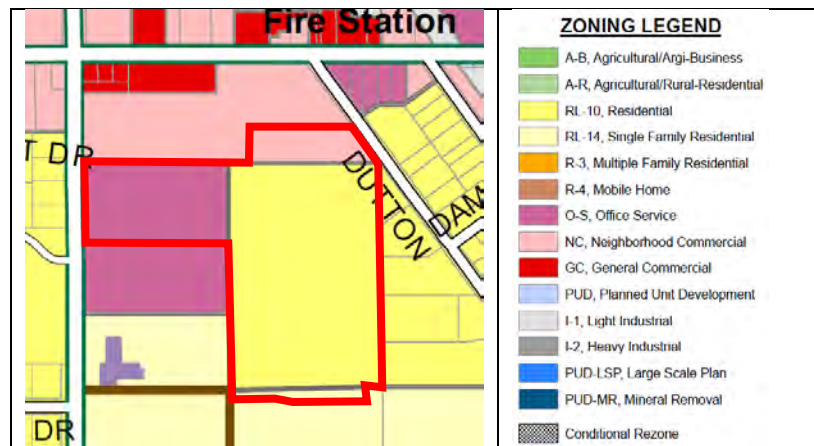
The applicant requests to rezone part of a single parcel of approximately 23.25 acres to a Planned Unit Development (PUD) named Thornapple Village to create a residential development with 114 single-family homes including:

- 52 detached homes on lots ranging from 6,500 to 9,472 square feet.
- 11 four-unit attached townhomes with rear loaded with alley access.
- 18 “terrace” homes with separate rear garages with alley access.

The developer is a subsidiary of Allen Edwin Homes which has a track record of developing housing projects regionally. This preliminary meeting is intended to introduce their concept and provide the planning commission an opportunity to give the developer feedback so they will be able to make any necessary alterations to the plans before it is submitted in final form for a public hearing. The developer has recently obtained approval for the Thornapple Farms plat to the immediate south of the proposed PUD. This project is intended to tie into that development seamlessly and provide a denser housing type to fulfill the master plan vision for Dutton as a Village Center.

Surrounding zoning:

	NORTH: NC	
WEST: Hanna Lake/RL-10 & NC	SUBJECT PARCEL	EAST: RL-10
	SOUTH: RL-10 (Thornapple Farms Plat)	



STANDARDS OF REVIEW

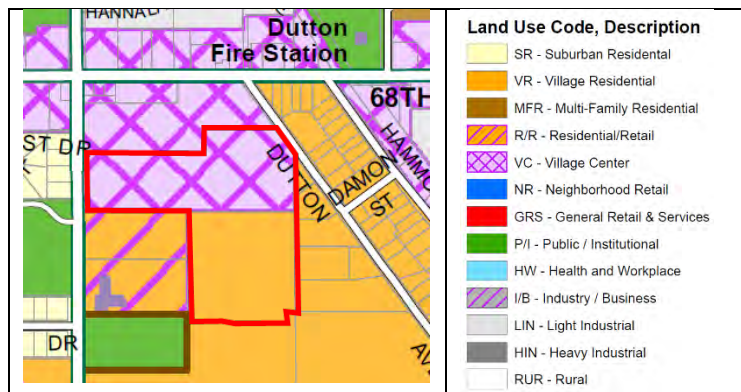
Under Section 10.1 Planned Unit Developments are intended to meet the following objectives as outlined in the Zoning Ordinance:

- Encourage innovation and creativity in land use planning and development.*
- Allow design flexibility that benefits the community and the environment and results in a better overall project than would be permitted under conventional zoning.*

- C. Create neighborhoods with a variety of housing options and a mix of land uses.*
- D. Create a package of amenities not typically achieved with conventional zoning, such as useable open space, preservation of key natural or historic resources, improvements to public roads or facilities, pathways, natural stormwater systems, more extensive landscaping, consistent and coordinated site design details among various projects (lighting, signs, building design, etc.) and high quality architectural design or materials.*
- E. Encourage the use, redevelopment, and improvement of existing sites.*
- F. Provide regulations for land uses that because of their character or size require a specialized review process.*

As this is the Preliminary Plan review, the request has been reviewed using the standards of Section 11.1, Planned Unit Development - General Review Standards. Additional information is included over the following pages concerning review considerations and standards.

- A. Consistency with Master Plan and Zoning Ordinance: The Planned Unit Development must further the goals and objectives of the Township Master Plan and must be consistent with it. It must also be consistent with the intent and purpose of this Zoning Ordinance.**



Does not Meet Village Center Future Land Use Plan. The western arm of the proposed PUD covers a parcel currently zoned Office-Service and is future zoned Village Center. The main body of the proposed PUD is Neighborhood Commercial at the north end, Residential-10 in the middle and Residential-14 at the south end. These zoning categories do not meet the desired development goals of the applicant thus the request for a PUD.

The Future Land Use map indicates that this parcel was partially intended for a Village Center development, and partially intended to be Village Residential uses. This future land use has been designated in this area of Dutton since the 2008 Master Plan.

Sixteen goals were set in the Master Plan specifically related to the development and redevelopment of Dutton (Pg. 42):

1. Create a "village center" along 68th Street that builds on the historic character of Dutton.

2. Promote mixed-use development in traditional development patterns, and a combination of multi-family and low-density development to provide a range of housing choices to attract workers to the area.
3. Promote mixed-use development near and/or within the same buildings including commercial, office and residential uses.
4. Promote compact, “traditional neighborhood” development and row houses near the historical center of Dutton. Encourage these neighborhoods to integrate with existing Dutton.
5. Encourage housing at varying densities near employment areas to provide a range of housing choices.
6. Provide businesses, entertainment, dining, cultural and recreation opportunities within the Dutton area to serve the workers and residents.
7. Provide parks, open space and pedestrian paths and sidewalks throughout the area to connect residential, commercial, and industrial employment areas.
8. Create a road network parallel to 68th Street and to Hanna Lake Avenue, to better distribute traffic through the area.
9. Consider traffic calming measures along 68th Street east and west of Hanna Lake.
10. Consider access management to ensure safe and efficient traffic movements along 68th Street, Hanna Lake Avenue and East Paris Avenue.
11. Provide inter-connected pedestrian and non-motorized paths between shopping, neighborhoods and employment areas, schools and parks/open spaces that connect to the Paul Henry Thornapple Trail and other trail systems.
12. Consider ordinances, guidelines and incentives for redevelopment that result in preserving and enhancing Dutton’s village character.
13. Determine the streetscape design elements that identify Dutton as a unique place and an exciting destination.
14. When necessary, acquire key properties to ensure that redevelopment meets the goals of this plan.
15. Integrate new residential and commercial areas into existing Dutton to capitalize on its unique village character.
16. Promote Dutton as an attractive place to live and work, as well as a premier location for industry, research and technology.

Village Center areas are intended to be mixed-use areas that integrate multiple uses at a pedestrian scale. The intent of the Village Center is to create a blend of commercial and residential structures and uses which are compatible and form a walkable “main street” atmosphere. This proposed plan does not include any mixed-use buildings, main street public space, or retail use, and all the areas designated Village Center within the proposed PUD are residential.

The intent seems to be to leave the northern portion of the parcel outside of the proposed PUD with commercial and/or mixed uses undefined for now. This parcel alignment may create issues with eventually connecting a street between Hanna Lake and Dutton Avenues. In terms of current

zoning, the portion of the proposed PUD that is currently zoned Neighborhood Commercial is mostly taken up by a stormwater retention basin.

Village Residential is intended to be moderately higher residential density in areas served by utilities and incorporate single family detached houses on relatively compact lots and multi-unit connected townhomes so that a neighborhood with mixed housing options is created. Townhouses are specifically included as a housing option, and vehicle access is intended to be rear loaded, via an alley facing garage or other method. The residential portions of the proposed PUD do meet the goals of that future land use plan, as the homes do meet the definitions for Village Residential as outlined in the Master Plan.

“Residential neighborhoods surrounding the village center should be developed with Traditional Neighborhood Design concepts; front porches, reduced front setbacks, slow auto speeds, and rear or side garages will make a pedestrian-first community.” (Master Plan, pg. 38)

Overall, staff views the proposed PUD as closely following the desired residential uses in Dutton and doesn’t significantly vary from them, it does not however integrate any commercial uses, create a roadway that connects Hanna Lake with Dutton Avenue, nor creates a walkable pedestrian corridor that would bring the Village Center to fruition. The Planning Commission should consider the sixteen goals listed above to determine if the proposed PUD plan meets them.

- B. Aesthetics: The Planned Unit Development must be aesthetically pleasing and be an integrated development with respect to building facades, building materials, landscape and berming, noise and visual screening mechanisms, and signs. It should contribute to creating a distinctive attractive community with a strong sense of place.**

Meets standard. The applicant has submitted proposed elevations that meet current ordinance standards for smaller single family detached and townhome buildings. The Planning Commission and Township Board are currently considering architectural standards that would likely alter requirements for porches, front loaded garages, and possibly architectural details that the submitted single family detached home designs would not meet. The developer intends to follow ordinance requirements for landscaping, screening, and signage based on the appropriate zoning for the specific commercial or residential context of the development.

- C. Compatibility with Adjacent Uses: The Planned Unit Development must be compatible with surrounding uses. Efforts must be made to reduce any adverse effects on surrounding uses.**

Meets standard. Although there is not a similar development in the immediate area in terms of smaller lot sizes, it is still proposed as a residential development and is compatible with surrounding uses. It will integrate into the Thornapple Farms plat seamlessly and create a reasonable transition from larger lots to the south to smaller ones to the north.

- D. Density: The density requirements of the proposed Planned Unit Development shall be based on the underlying land use district in the Master Plan. The Township Board, upon recommendation of the Planning Commission, may vary the density requirements if doing so would result in a development that better achieves the intent of the Master Plan.**

Undetermined. The proposed PUD includes both townhouses and single-family detached homes on lots smaller than currently allowed in R-3 zoning, but in line with lot sizes under currently proposed revisions to R-3 (i.e. Village Neighborhood). While the current ordinance is under consideration for revision, the Master Plan calls for density of townhouses and single-family detached homes in the Village Neighborhood context ranging from 8-14 units per acre, and the proposed net density is 8.38 (which does not include roads, right-of-ways, open space, and water detention areas).

Village Center density would be anticipated to be potentially higher due to integration of mixed-use buildings with apartments or condominiums, but those are not proposed. The Planning Commission will need to decide whether an R-3/Village Neighborhood density is appropriate for an area designated as Village Center. Since this is a PUD there is some flexibility if the Planning Commission considers this PUD plan as meeting the objectives and intent of the Master Plan.

- E. Traffic: The Planned Unit Development shall be designed to minimize the effect of traffic generated by the proposed development on surrounding uses. Consideration should be given to:**
- 1. The amount and type of traffic generated by the proposed project and capacity of existing and proposed streets to safely absorb that additional traffic.**
 - 2. Whether the streets and pedestrian walkways within each project are designed to facilitate safe pedestrian and vehicular traffic flow patterns.**
 - 3. All points of ingress and egress to the project shall be located and designed to maximize safety.**

Undetermined. The increase in residential parcels will certainly increase traffic along main roads leading to the development, combined with the Thornapple Farms plat there will be 292 homes spread across both developments. Staff recommends the Planning Commission consider requiring an appropriate level of traffic study to better understand the potential impacts of increased traffic in the area, and to develop plans to adequately manage the increase of residential traffic.

Sidewalks are not indicated on the preliminary plan but under the “Proposed Improvements” notes it’s stated that sidewalks will be installed per ordinance. This will include Hanna Lake Avenue and Dutton Street where the parcel abuts the right-of-way, and both sides of private streets within the development.

One main entrance and exit is proposed on Hanna Lake about 630 feet south of the Hanna Lake/68th Street intersection. Two roads also head southward into the Thornapple Farms platted area, so that entrance is the most logical place for residents in the proposed PUD and from the north end of both developments to use for driving to northern destinations. The Kent County Road Commission will determine necessary safety controls at that intersection.

- F. Protection of Natural Environment: Each project shall be designed to minimize adverse effects on the environment. Special emphasis shall be placed on maintaining the quality of air, soils, groundwater, streams, wetlands, and rivers.**

Meets standard. The proposed project will be constructed on current agricultural land, and no natural features of exceptional value are located within the proposed PUD.

- G. Schools: Whether a project can be served by existing schools and school related facilities and the impact upon schools if the property is developed in accordance with the Planned Unit Development plans or in accordance with the conventional zoning district requirements shall both be considered. In addition, streets and pedestrian walkways shall be designed and located in any**

project to facilitate the ability of students to make the best and safest use of existing schools and school related facilities.

Meets standard. The proposed project will certainly appeal to families, thus increases in the numbers of school-age children are likely. Three schools are located within walking distance to the development, Dutton Elementary, Dutton Christian Elementary, and Dutton Christian, so it is likely that children will both walk and rely on parents driving or bussing to and from school. Pedestrian elements such as sidewalks will be located throughout the development, enabling school children to either walk directly or gather at bussing pick up points.

- H. Public Facilities: The Planning Commission shall consider the impact a project will have on: 1. Public safety and protection services. 2. Water and sewer facilities. 3. The costs for such services. Each project shall be designed and located so as to facilitate use of, access to, or the logical expansion or extension of existing facilities in order to minimize any adverse financial or other impact upon the Township and to promote public health and safety.**

Meets Standard. The developer will consult with fire protection as the plans are developed to insure adequate response times and access. Water and sewer utilities are currently available for the proposed PUD within the 68th Street and Hanna Lake Avenue rights-of-way. All utility work will be paid for by the developer.

- I. Water, Sewer, and Drainage Systems: A Planned Unit Development shall be served by a public or private water and sanitary sewer systems. The Kent County Health Department and/or the Township Engineer must approve the systems. A PUD shall also have a drainage system for surface water run-off which the Kent County Drain Commission and / or the Township Engineer must approve.**

Undetermined. The developer has not provided full engineering plans for utility extensions, and will need to submit them for site plan review to obtain a recommendation for approval to the Township Board. All future and final development and utility plans will be subject to Township Engineering and KCDC review.

- J. Open Space: The Planning Commission and Township Board should consider whether the PUD permanently preserves significant amounts of open space or significant natural features. The Township Board may require, upon recommendation of the Planning Commission, that natural amenities such as, but not limited to, ravines, rock outcrops, wooded areas, tree or shrub specimens, unique wildlife habitat, ponds, streams, and wetlands be preserved as part of the open space system.**

Undetermined. The proposed PUD provides 0.85-acre of open space; a tot lot, and an addition to the park laid out at the north end of the Thornapple Farms plat. The current R-3 ordinance doesn't require any open space, but under the Village Neighborhood zoning currently under discussion, 1.14-acres would be required. Considering the applicant desires to use the lot sizes based on the Village Neighborhood standard, staff recommends using the open space requirement as a guide to the appropriate amount for this PUD.

- K. Non-Motorized Transportation Network: Projects within an identified trail network corridor may be required to construct a portion of the trail.**

Undetermined. The approval of the Thornapple Farms plat will create a secondary road network that can serve as the basis for a marked bike path or trail to connect the PUD area with Shadyside Park, and to the Paul Henry Thornapple Trail via the dedicated path at Merrieville Court. Shared streets with bike path markers would be the minimum bike trail design. Staff recommends a condition that the developer define a specific trail with markers that directs cyclists towards Paul Henry Thornapple Trail.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission consider the proposed PUD and determine if it meets the goals of creating a Village Center in Dutton as outlined in the Master Plan and meets review standards of Sections 10.1 and 11.1. If it's determined that it does, a public hearing can be scheduled for the requested PUD rezoning where the developer can provide finalized site and utility plans for public comment and further consideration.

Staff recommends the following conditions;

1. Secure all Township department and outside agency approvals:
 - a. Township Engineer/BGUA.
 - b. Fire Department.
 - c. Kent County Road Commission (SESC), if applicable.
 - d. Kent County Drain Commission, if applicable.
 - e. Environment, Great Lakes and Energy, if applicable.
2. Optionally, the Planning Commission may require the Developer to provide a traffic study to understand the potential impacts of increased traffic for the final plan submittal.

Thornapple Village Planned Unit Development

3316 68th Street SE (north portion)

PUD/Preliminary Plan Project Narrative

December 19, 2023

Project Location/Overview

The subject property located at 3316 68th Street SE is comprised of 30.82 acres (excluding the recently approved Thornapple Farms subdivision) and is currently zoned RL-10, Residential, RL-14, Residential, O-S, Office Service and C-1, Neighborhood Commercial. Michiana Land Development, LLC proposes the Thornapple Village PUD on approximately 23.25 acres of this property with a unique mixture of detached and attached residential homes based on traditional neighborhood design principles in a platted subdivision and single owner form of development. The remaining northern 7.57 acres of the 3316 68th Street SE parcel (along the 68th Street SE and Hanna Lake Avenue frontages) is proposed to be excluded from the Thornapple Village PUD and will be preserved for future C-1, Neighborhood Commercial land use.

A total of 114 residential units are proposed on this 23.25 acre property with an overall development density of 4.90 units/acre. Residential units will include 52 traditional single family platted lots, 18 single family terrace homes with rear loaded garages and 44 attached townhome units (11, four-unit buildings) with rear loaded garages. The Thornapple Village PUD will be accessed through a new public street from Hanna Lake Avenue and from future extensions/interconnections with the two public street stubs (Pileated Avenue and Palisades Drive) located to the south, within Phase 3 of the recently approved Thornapple Farms subdivision. The single-family terrace homes with rear loaded detached garages and townhomes with rear loaded attached garages, will be further accessed through a private street or private alley. The project will be served by municipal water, sanitary sewer, and a public storm water system.

Project Density/Home Product Offering/Phasing/Setbacks

The Thornapple Village PUD is proposed in three development phases beginning with the northern portion of the property, along Hanna Lake Avenue (Phase 1), and moving southward (Phases 2 and 3). A summary of these three development phases is provided below:

Development Phase	Housing Types	Anticipated Construction
Phase 1	Rear Load Townhome, 4-Unit (11) = 44 units Rear Load Single Family Terrace = 18 units 62 units/12.65 acres = 4.54 units/acre Single deed, leased portion of PUD	2025-2026
Phase 2	Front Load Single Family Homes = 27 lots 27 units/5.61 acres = 4.46 units/acre Traditional platted subdivision	2026-2028
Phase 3	Front Load Single Family Homes = 25 lots 25 units/4.99 acres = 5.01 units/acre Traditional platted subdivision	2027-2029

Residential units will include a unique mixture of single-family terrace homes with rear loaded detached garages and 4-unit attached townhomes with rear loaded attached garages in the single owner portion of the PUD (Phase 1) built for the purposes of providing leasing opportunities. Single family detached homes with front loaded attached garages are proposed in the traditional platted subdivision portion of the PUD (Phases 2 and 3).

The single-family terrace homes will be 2-story, 1,640 square feet in floor area with 3-bedrooms, 2½ bathrooms and a detached 2-car garage, while the attached townhomes will be 2-story, 1,490 square feet in floor area with 3-bedrooms, 2½ bathrooms and an attached 2-car garage. The following minimum building setbacks and separations are proposed:

Single Family Terrace Homes (with rear loaded detached garages)

Front: 15 feet (public street row)

Corners: 20 feet (edge of public street row; private street/alley pavement and/or sidewalk)

Rear: 22 feet (edge of private street and/or alley pavement)

Side/Separations: 16 feet (between terrace homes)

Attached Townhomes (with rear loaded attached garages)

Front: 15 feet (public street row)

Corners: 20 feet (edge of public street row; private street/alley pavement and/or sidewalk)

Rear: 25 feet (edge of private street and/or alley pavement)

Side/Separations: 16 feet (between attached townhome buildings)

Single family detached homes within the platted subdivision portion of the project will include a mixture of ranch, 2-story and bi-level homes ranging in size between 1,400 – 2,400 square feet with 3-4 bedrooms, 2-3 bathrooms and an attached 2-car garage. The following minimum lot size and building setbacks are proposed:

Lot Size: 6,500 square feet/50 feet wide

Front: 20 feet (public street row)

Rear: 25 feet

Side: 5 feet each side

Lease rates for the terrace homes and attached townhomes are anticipated to range from \$2,000-\$2,500 per month, while home values within the platted subdivision are anticipated to range from low \$300s – low \$400s. A Sample Portfolio of Homes for the Thornapple Village PUD has been provided with the application submittal package.

Open Space/Amenities/Walkability

As shown on the Preliminary PUD Plan, two open space areas with amenities totaling 0.85 acre are proposed within the northeastern and southern portions of the PUD. Within Phase 1, a tot lot with playground equipment and a recreational field (0.45 acre) is proposed near Dutton Avenue. Within Phase 2, an expansion of the Thornapple Farms neighborhood park with additional playground equipment and recreational area (0.40 acre) is also proposed, between Pileated Avenue and Palisades Drive.

Consistent with the recently approved Thornapple Farms subdivision project to the south, 5-foot-wide concrete sidewalks will be installed along both sides of the interior public streets and along the Hanna Lake Avenue and Dutton Avenue frontages. A 6-foot-wide concrete walk is proposed to perimeter the storm water management feature which will provide solid surface walking opportunities with a green space enhancement. Additionally, a 5-foot-wide concrete sidewalk will also be installed along one side of the interior private street. This network of sidewalks will provide a healthy and walkable PUD project which will directly connect each residential unit to these various park/playground amenities and the Thornapple Farms subdivision planned to the south and the future neighborhood commercial development planned to the north.

Access/Storm Water Management/Utilities

As stated previously, the Thornapple Village PUD will be accessed through a new public street from Hanna Lake Avenue and from extension/interconnection of the two public street stubs (Pileated Avenue and Palisades Drive) located within Phase 3 of the Thornapple Farms platted

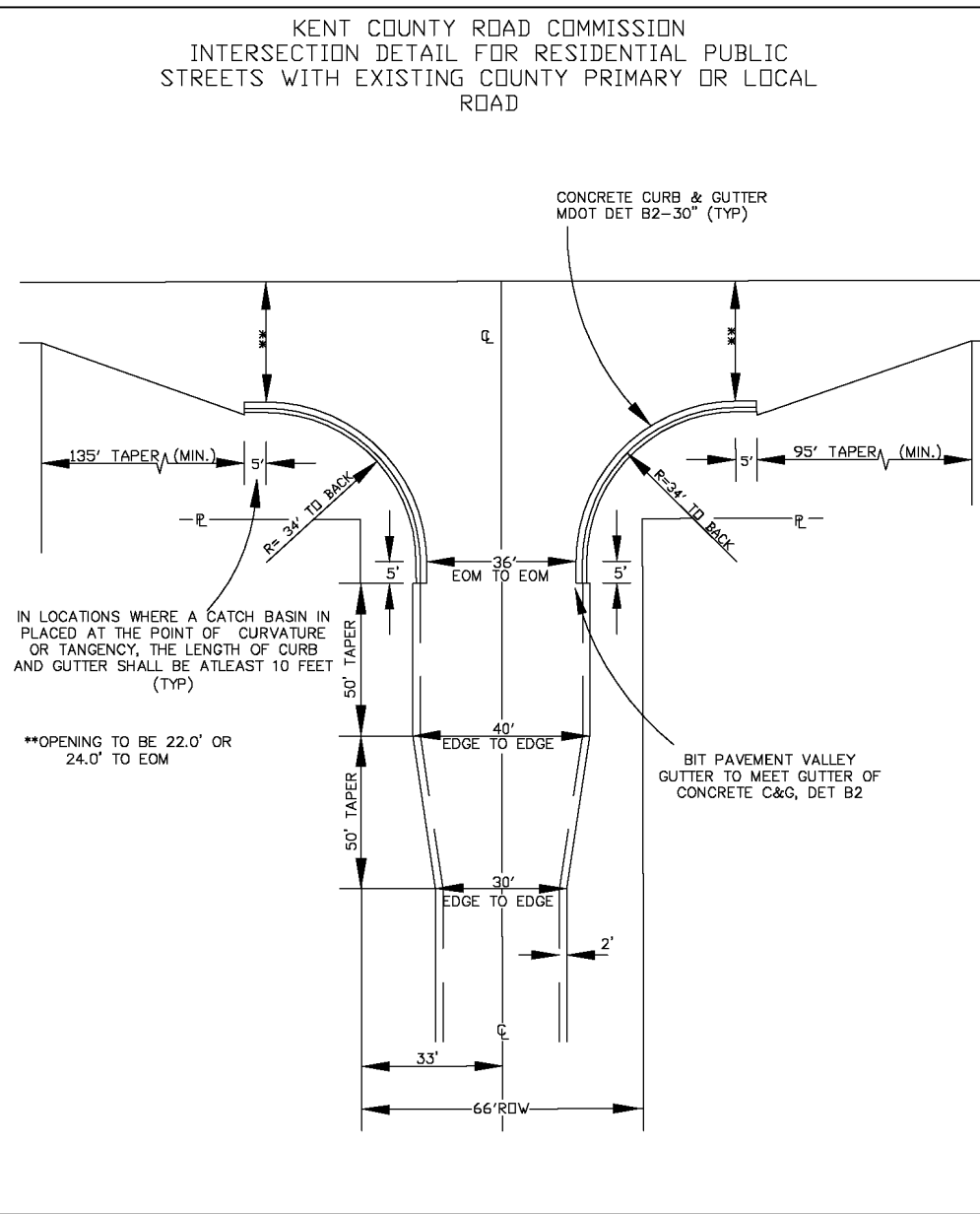
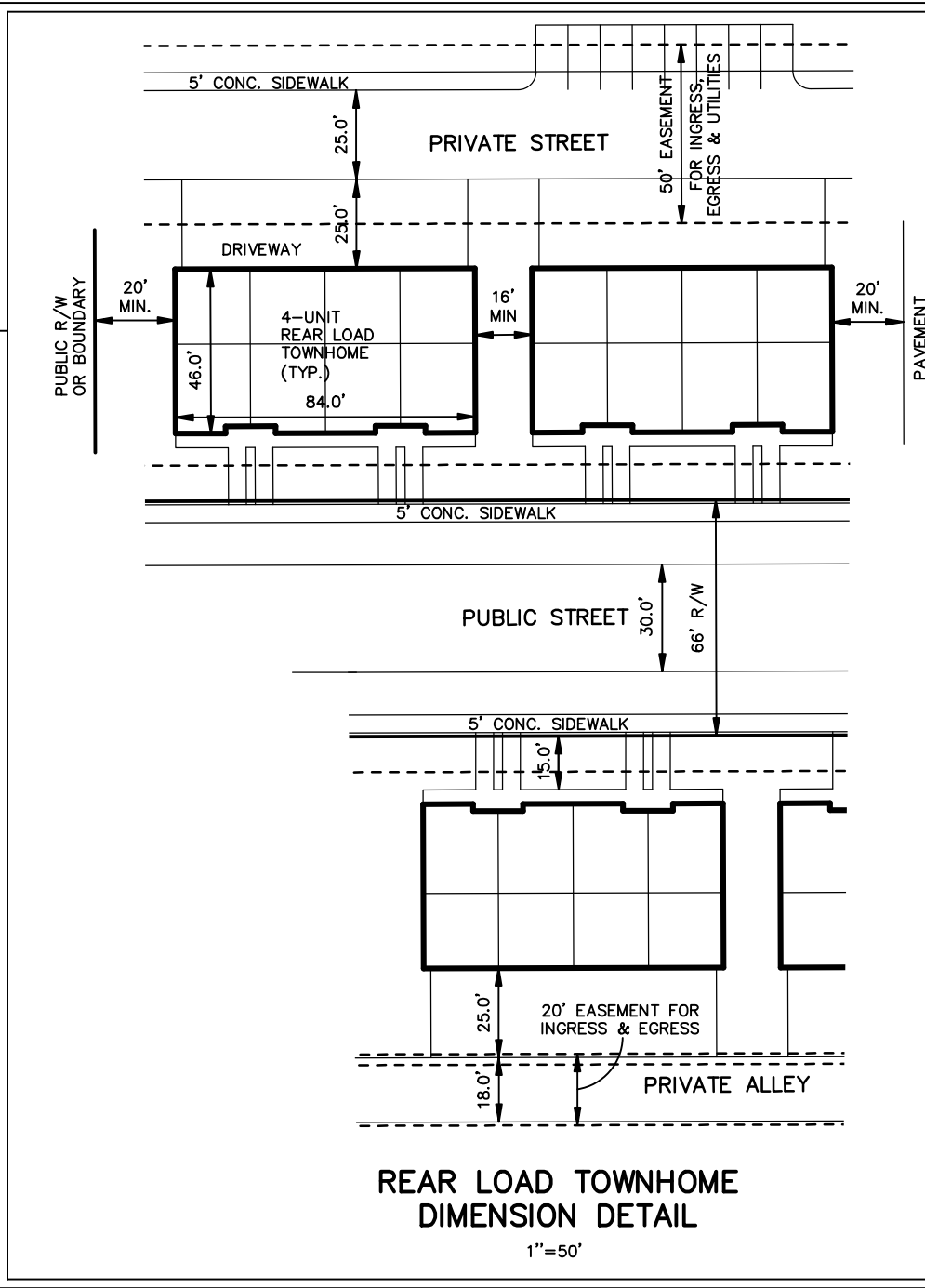
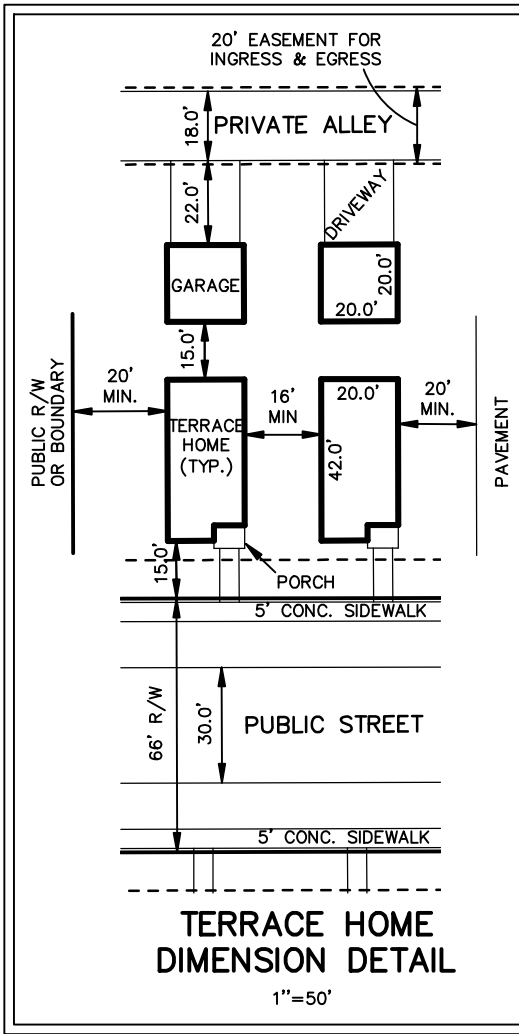
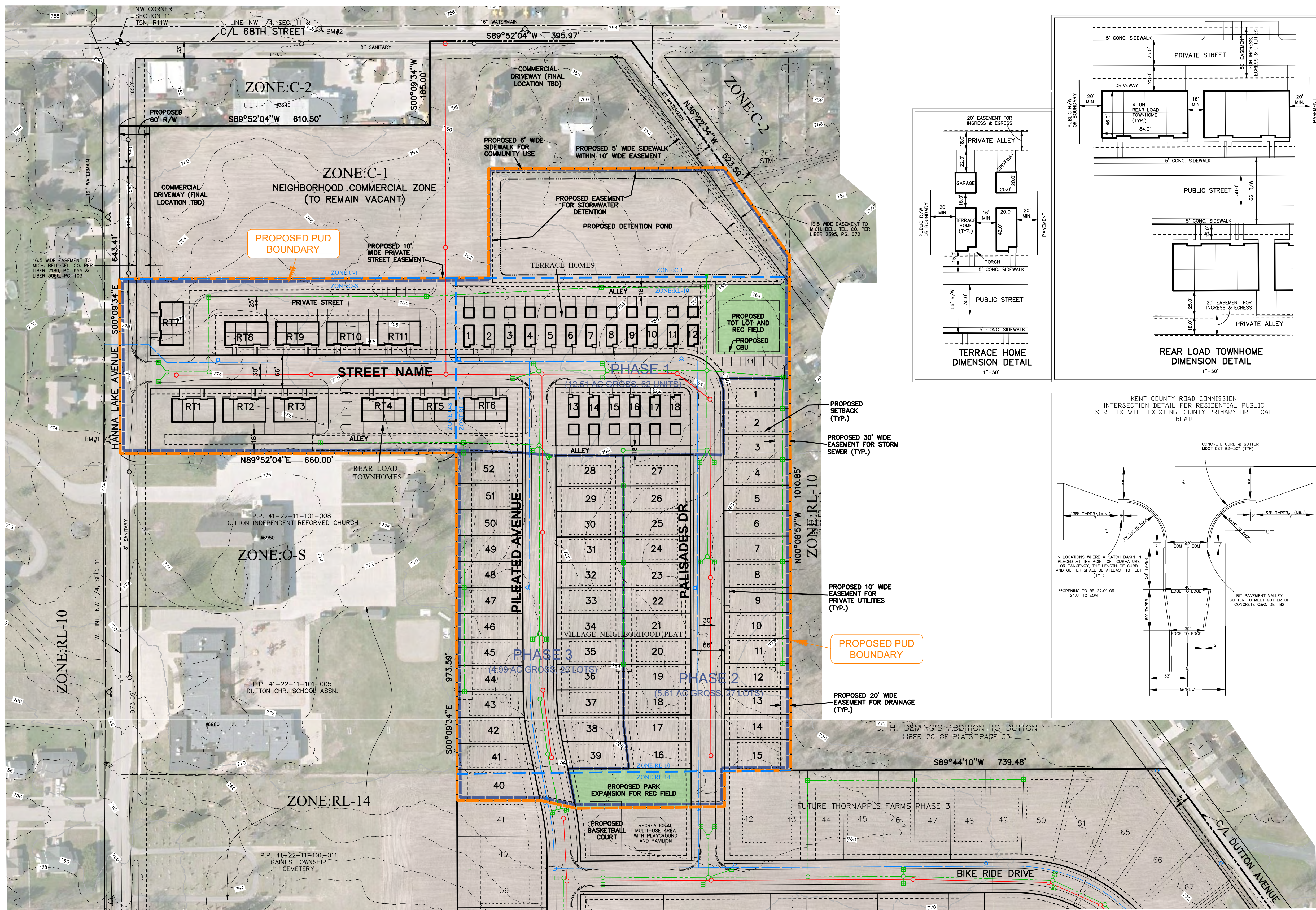
subdivision, to the south. Additionally, the single-family terrace homes and townhomes will be further accessed through a private street or private alley. All public streets will be designed and constructed in accordance with county and township standards. Private streets and alleys will be constructed in a manner approved by the township.

Stormwater from the project will be collected and conveyed to a detention basin located in the northeast portion of the PUD that is proposed to be under the jurisdiction of the Kent County Drain Commission. This location is the natural low area for the property which currently acts as a concentrated discharge point to the county drain located along Dutton Avenue. This location was selected as it aligns with the desires of the Drain Commission and engineering best practices for storm water management for minimal disruptions to the pre-development flows. The new State of Michigan and Kent County Drain Commission requirements for managing storm water require increased resilience and storage requirements; subsequently generating a much larger detention basin footprint. The size and scale of the basin has been studied to identify other alternatives that would yield a smaller footprint. However, the basin as presented is the most feasible and prudent choice as it stores the highest volume of storm water in the smallest possible area. Additionally, the basin has been sized to accommodate the storm water management requirements of the Neighborhood Commercial area to the greatest extent possible. The entire Thornapple Village PUD will be served by municipal water, sanitary sewer, and underground franchise utilities.

Residential Community Organization and Maintenance

The individual terrace homes and attached townhomes within the leased portion of the PUD (Phase 1) will be professionally managed by a property management company, similar to an apartment or townhome project. The traditional platted subdivision portion of the PUD (Phases 2 and 3) will be governed by plat restrictions and bylaws. An umbrella Homeowner's Association (HOA) will be established to oversee the amenities for the Thornapple Farms Plat (178 lots), Thornapple Village Plat (52 lots) and the built to lease portion of the project (62 units). The scope of authority includes maintenance of the private streets/alleys, entrance statements, mail delivery boxes, open space/amenity areas and the storm water management area, and authority over architectural review, community restrictions enforcement, and financial management. Each homeowner will pay a modest annual fee for the operation of the HOA.

P:\Projects\2022\221731\Drawings\221731-P.dwg, PUD, 12/19/2022, 5:14:21 PM, jcmilior



SITE INFORMATION

•PROPERTY DESCRIPTION NORTH OF THORNAPPLE FARMS PLAT:
Part of the NW 1/4 of Section 11, T5N, R11W, Gains Township, Kent County, Michigan, described as: Commencing at the NW Corner of said Section 11; thence N89°52'04"E 610.50 feet along the North line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence S00°09'34"E 165.00 feet; thence S89°52'04"W 610.50 feet to the West line of said NW 1/4; thence S00°09'34"E 643.41 feet along said West line; thence N89°52'04"E 226.47 feet; thence S00°09'34"E 682.44 feet; thence N89°50'26"E 162.77 feet; thence S77°36'32"E 72.12 feet; thence N89°51'03"E 66.00 feet; thence N89°52'04"E 660.00 feet to the SW corner of C. H. Deming's Addition to Dutton (as recorded in Liber 20 of Plats on Page 35, Kent County records); thence N00°08'57"W 1010.85 feet along the West line of said C. H. Deming's Addition to Dutton to the centerline of Dutton Avenue (66 foot wide); thence N36°22'34"W 523.59 feet along said centerline to the North line of said NW 1/4; thence S89°52'04"W 395.97 feet along said North line to the Place of Beginning.
•PERMANENT PARCEL NUMBER: PART OF 41-22-11-101-012
•PARCEL SIZE: 30.82 ACRES, INCLUDING R/W

•PUD AREA PROPERTY DESCRIPTION:
Part of the NW 1/4 of Section 11, T5N, R11W, Gains Township, Kent County, Michigan, described as: Commencing at the NW Corner of said Section 11; thence S00°09'34"E 465.00 feet along the West line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence S00°09'34"E 343.41 feet along said West line; thence N89°50'26"E 162.77 feet; thence S77°36'32"E 72.12 feet; thence N89°51'03"E 66.00 feet; thence N89°52'04"E 660.00 feet to the SW corner of C. H. Deming's Addition to Dutton (as recorded in Liber 20 of Plats on Page 35, Kent County records); thence N00°08'57"W 1010.85 feet along the West line of said C. H. Deming's Addition to Dutton, the West line of the Amended Plat of lots 1 through 9 and vacated Diamond Street of C. H. Deming's addition to Dutton (as recorded in Instrument No. 202108300095393, Kent County records) and it's Northerly extension to the centerline of Dutton Avenue (66 foot wide); thence N36°22'34"W 523.59 feet along said centerline; thence S89°52'04"W 464.68 feet; thence S00°09'34"E 215.13 feet; thence S89°52'04"W 724.85 feet to the Place of Beginning.
•PERMANENT PARCEL NUMBER: PART OF 41-22-11-101-012
•PUD SIZE: 23.25 ACRES (INCLUDING HANNA LAKE AVENUE & DUTTON AVENUE R/W)

•REMAINDER NEIGHBORHOOD COMMERCIAL DESCRIPTION:
Part of the NW 1/4 of Section 11, T5N, R11W, Gains Township, Kent County, Michigan, described as: Commencing at the NW Corner of said Section 11; thence S00°09'34"E 165.00 feet along the West line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence S00°09'34"E 300.00 feet along said West line; thence N89°52'04"E 724.85 feet; thence N00°09'34"W 215.13 feet; thence N89°52'04"E 464.68 feet to the centerline of Dutton Avenue (66 foot wide); thence N36°22'34"W 309.82 feet along said centerline to the North line of said NW 1/4; thence S89°52'04"W 395.97 feet along said North line; thence S00°09'34"E 165.00 feet; thence S89°52'04"W 610.50 feet to the Place of Beginning.
•PERMANENT PARCEL NUMBER: PART OF 41-22-11-101-012
•NEIGHBORHOOD COMMERCIAL SIZE: 7.57 ACRES (INCLUDING HANNA LAKE AVENUE & DUTTON AVENUE & 68TH STREET R/W)

MAPPING

•MAPPING IS BASED ON BOUNDARY SURVEY BY EXCEL ENGINEERING DATED 10/21/22.
•CONTOURS ARE BASED ON AVAILABLE COUNTY GIS INFORMATION

ZONING

•EXISTING ZONING: RL-14 SINGLE FAMILY RESIDENTIAL
RL-10 RESIDENTIAL
O-S OFFICE SERVICE

WETLANDS

•NO REGULATED WETLANDS HAVE BEEN DELINEATED AS PART OF PREVIOUS SITE EVALUATIONS.

FLOODPLAIN

•NO FLOOD PLAIN EXISTS ON SITE PER AVAILABLE FEMA MAPS.

PROPOSED IMPROVEMENTS

•PUBLIC WATER AND SANITARY SEWER WILL BE PROVIDED FOR EACH LOT/UNIT. PUBLIC SEWER IS TO BE EXTENDED FROM 68TH STREET. PUBLIC WATERMAIN TO BE LOOPED TO THORNAPPLE FARMS PLAT.
•STORMWATER MANAGEMENT CONFORM TO KENT COUNTY DRAIN COMMISSION SPECIFICATIONS.
•BURIED POWER, GAS AND CABLE TO SERVICE EACH LOT WILL BE LOCATED WITHIN THE 10' PRIVATE UTILITIES EASEMENT.
•CONSTRUCTION WILL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES.
•STREET LIGHTS, SIDEWALKS AND STREET TREES ARE PROPOSED FOR THIS DEVELOPMENT PER ZONING ORDINANCE REQUIREMENTS.
•STREET LIGHTS, OF A DESIGN AND LOCATION APPROVED BY THE TOWNSHIP AND CONSUMERS ENERGY, WILL BE INSTALLED. A SPECIAL ASSESSMENT DISTRICT SHALL BE REQUESTED BY THE DEVELOPER TO THE TOWNSHIP BOARD.
•ALL PARK SPACE, ALLEYS AND PARKING TO BE MAINTAINED BY HOME OWNER'S ASSOCIATION.

PROPOSED SETBACKS AND REGULATIONS

VILLAGE NEIGHBORHOOD PLAT	TERRACE HOMES WITH ALLEY
FRONT: 20' TO R/W	FRONT: VARIABLE
SIDE: 5' MINIMUM, 10' TOTAL	PORCH: 15' FOUNDATION TO EDGE OF SIDEWALK
REAR: 25'	UNIT: 16'
CORNER: 20'	BETWEEN BUILDINGS: 20' TO R/W
WIDTH: 50'	CORNERS: 22' GARAGE TO EDGE OF PAVEMENT
AREA: 6500 SQFT	

•REAR LOAD TOWNHOMES
FRONT OF GARAGE: 25' TO EDGE OF PAVEMENT
BETWEEN BUILDINGS: 16'
CORNERS: 20' TO EDGE OF ROADWAY PAVEMENT, SIDEWALK OR R/W
FRONT OF BUILDING 15' FROM R/W TO PORCH

BUILDING STYLE AND DENSITY

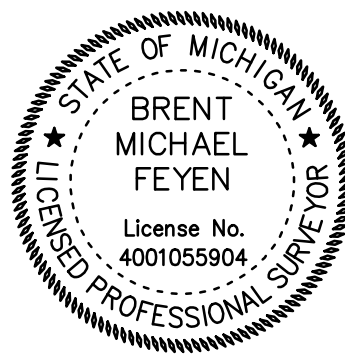
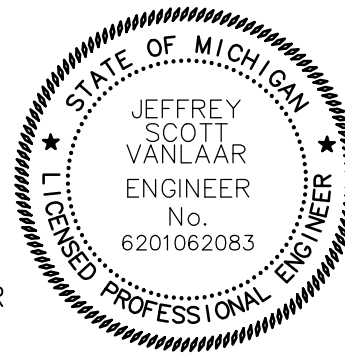
	NUMBER OF UNITS
•VILLAGE NEIGHBORHOOD PLAT	52
•REAR LOAD TOWNHOMES	44
•TERRACE HOMES WITH ALLEY	18
TOTAL:	114
TOTAL UNITS: 114	
TOTAL ACREAGE OF PUD AREA: 23.25 ACRES (INCLUDING HANNA LAKE AVENUE & DUTTON AVENUE R/W)	
GROSS DENSITY: 114 UNITS / 23.25 ACRES = 4.90 UNITS / ACRE (INCLUDING HANNA LAKE AVENUE & DUTTON AVENUE R/W)	
TOT LOT/REC FIELD AREA: 0.45 ACRES	
SOUTHERLY PARK EXPANSION: 0.40 ACRES	
NET ACREAGE OF PUD AREA: 13.61 ACRES (EXCLUDING PUBLIC AND PRIVATE R/W, DETENTION POND, AND PARK AREA)	
NET DENSITY: 114 UNITS / 13.61 ACRES = 8.38 UNITS/ACRE	

BENCHMARK #1 ELEVATION 774.36
TOP OF NW FLANGE BOLT ON HYDRANT
(NAVD 88 DATUM)

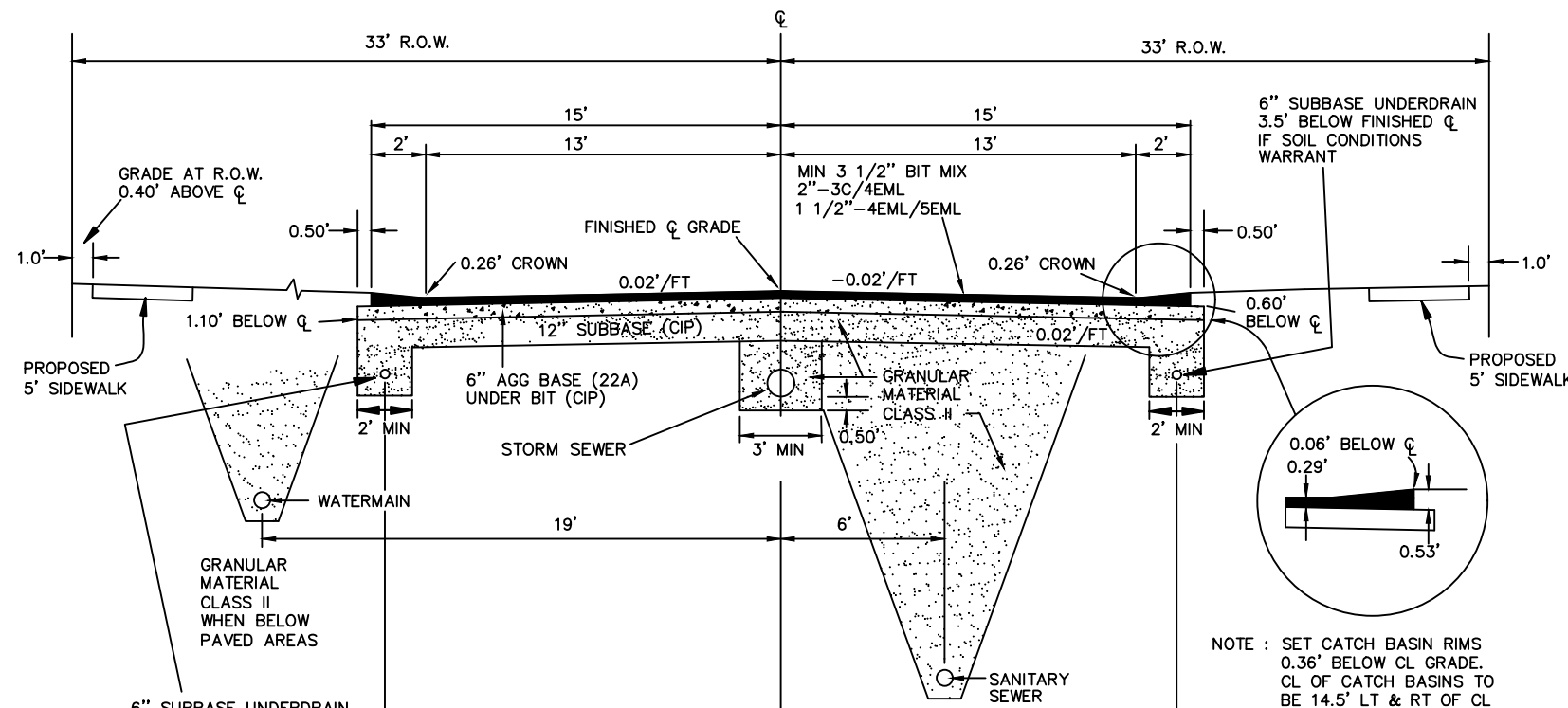
BENCHMARK #2 ELEV. 757.92 (NAVD88)
TOP OF NE FLANGE BOLT (UNDER "E")
ON HYDRANT, NORTH SIDE OF 68TH
STREET, SE OF BUILDING #3259

LEGEND

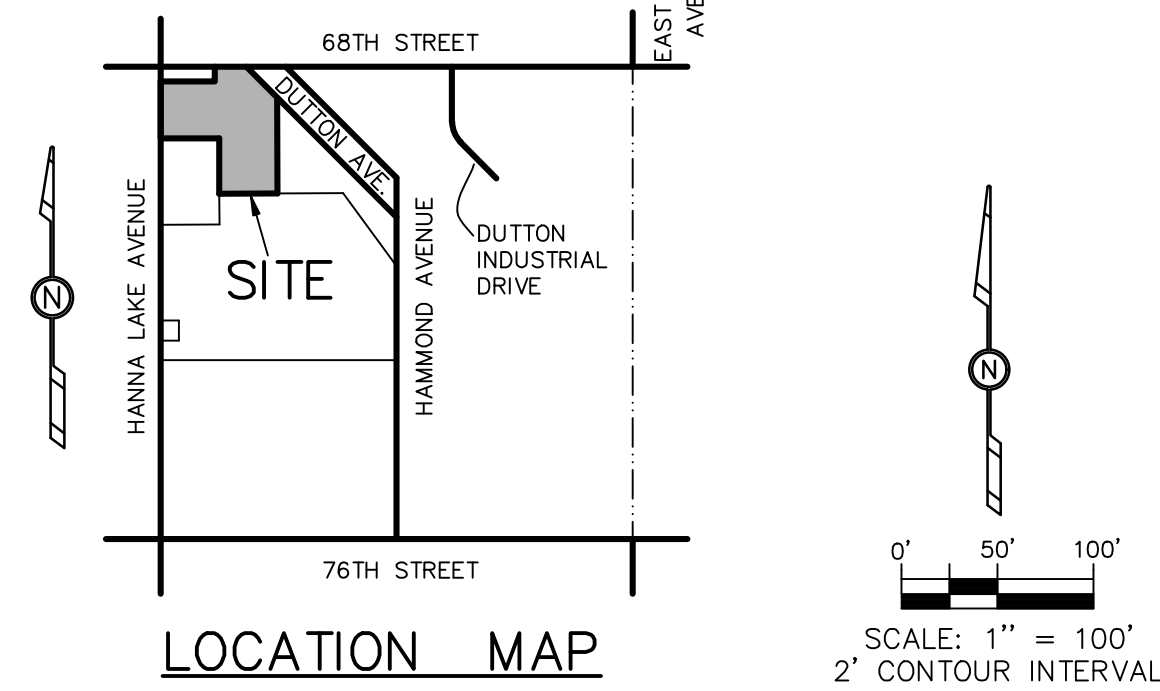
--- = EXISTING STORM SEWER
--- = EXISTING SANITARY SEWER
--- = EXISTING WATERMAIN
--- = EXISTING OVERHEAD WIRES
--- = PROPOSED STORM SEWER
--- = PROPOSED SANITARY SEWER
--- = PROPOSED WATERMAIN



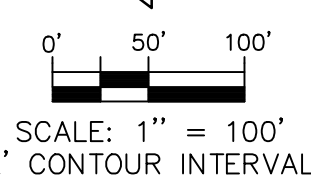
VILLAGE NEIGHBORHOOD PLAT							
Area		Area		Area		Area	
Lot No.	Sq.Feet	Lot No.	Sq.Feet	Lot No.	Sq.Feet	Lot No.	Sq.Feet
1	7885	14	6500	27	7913	40	9472
2	6500	15	7800	28	7912	41	7434
3	6500	16	6638	29	6594	42	6955
4	6500	17	6801	30	6594	43	6690
5	6500	18	6590	31	6594	44	6642
6	6500	19	6590	32	6594	45	6642
7	6500	20	6591	33	6594	46	6642
8	6500	21	6591	34	6594	47	6642
9	6500	22	6592	35	6594	48	6642
10	6500	23	6592	36	6594	49	6642
11	6500	24	6592	37	6551	50	6642
12	6500	25	6593	38	6576	51	6642
13	6500	26	6593	39	6469	52	7800



TYPICAL PUBLIC STREET CROSS SECTION



LOCATION MAP



PUD PRELIMINARY PLAN
THORNAPPLE VILLAGE
FOR: GREEN DEVELOPMENT VENTURES
ATTN: DAN LARABEL
2186 EAST CENTRE AVE
PORTAGE, MI 49002
PART OF THE NW 1/4, SECTION 11, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

						exxel engineering, inc. planners · engineers · surveyors 5252 Clyde Park, S.W., • Grand Rapids, MI 49509 Phone: (616) 531-3860 www.exxelengineering.com		
						DRAWN BY: JDR		
						PROJ. ENG.: JSV		
						APPROVED BY: JSV		
						PROJ. SURV.: KJV		
						DATE: 12/19/2023		
						SHEET		
						1 of 1		
DATE			REVISION			BY		
						DRAWN BY: JDR		
						PROJ. ENG.: JSV		
						APPROVED BY: JSV		
						PROJ. SURV.: KJV		
						DATE: 12/19/2023		
						SHEET		
						1 of 1		





Thornapple Village Planned Unit Development Sample Portfolio of Homes

Platted Lots 1 through 52

Integrity 1610 – 1607 Square Foot Ranch Home

Integrity 1750 – 1,736 Square Foot Bi-Level Home

Integrity 1810 – 1822 Square Foot Two-Story Home

Integrity 1830 – 1830 Square Foot Two-Story Home

Integrity 2060 – 2060 Square Foot Bi-Level Home

Integrity 2280 – 2278 Square Foot Two-Story Home

Terrace Homes 1 through 18

Integrity 1640 – 1,640 Square Foot Two-Story

Townhomes RT1 through RT11

Village 1490 – 1,490 Square Foot Attached 4 Unit

integrity 1610

1,607 SF

3-5 bedrooms

2-3 bathrooms

2-3 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1

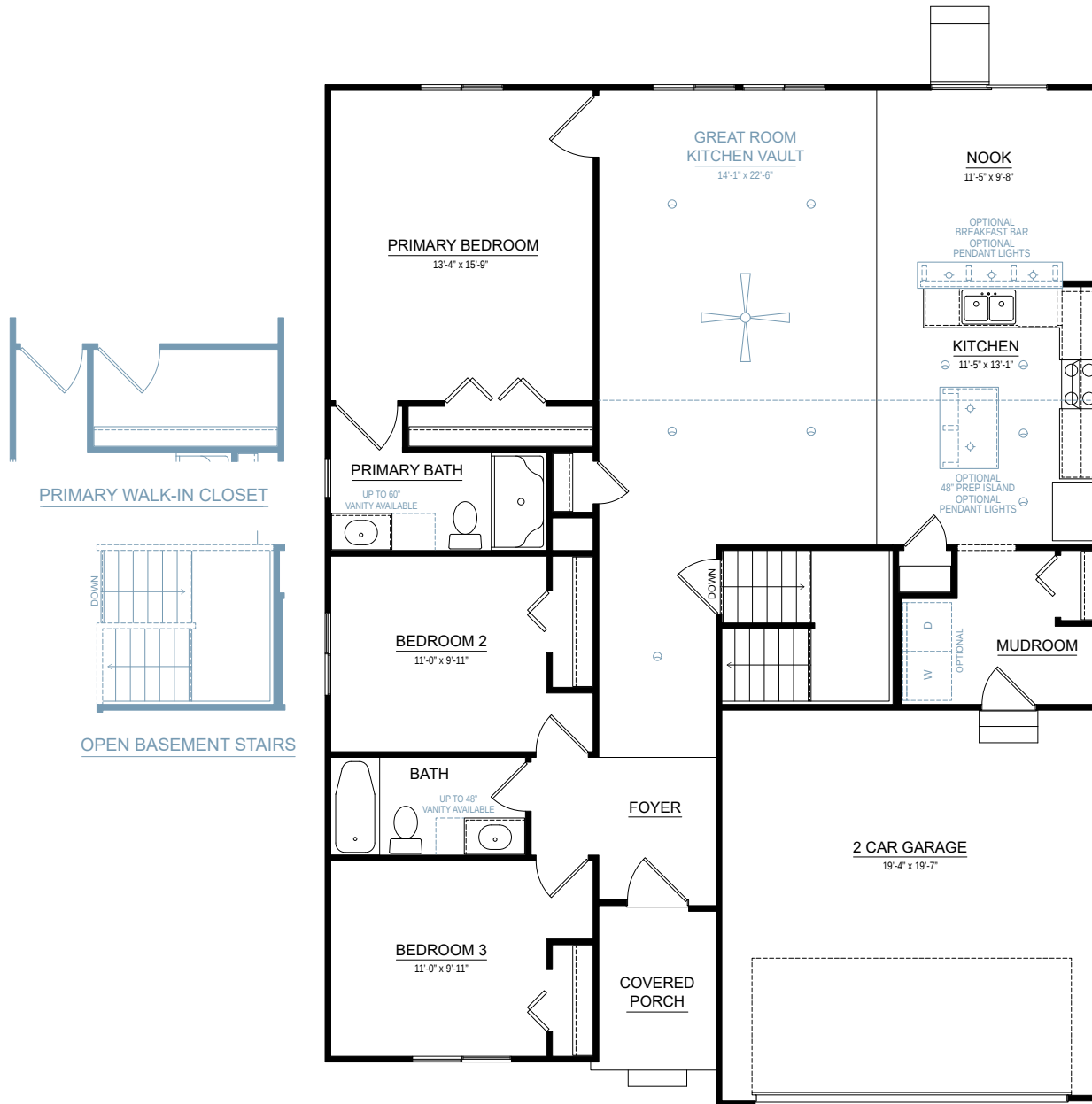


Elevation A2



Elevation A3

Elevation A



FIRST FLOOR

integrity 1750

1,736 SF

3-4 bedrooms

2-2.5 bathrooms

2 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1



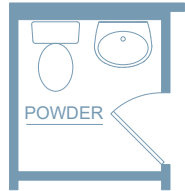
Elevation A2



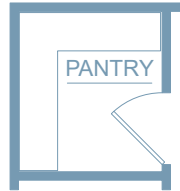
Elevation A3

Elevation A

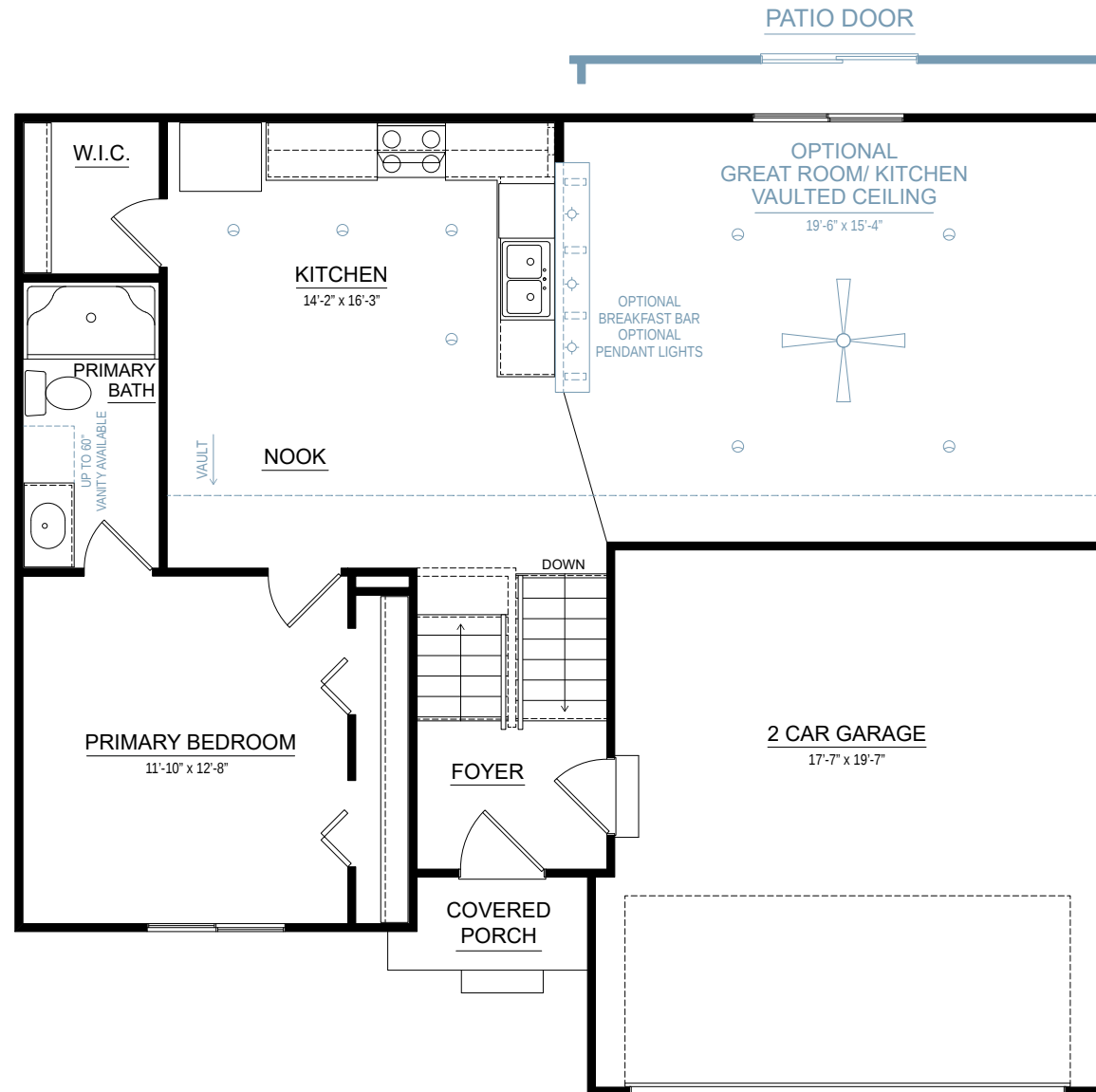
SMART SPACE
POWDER ROOM



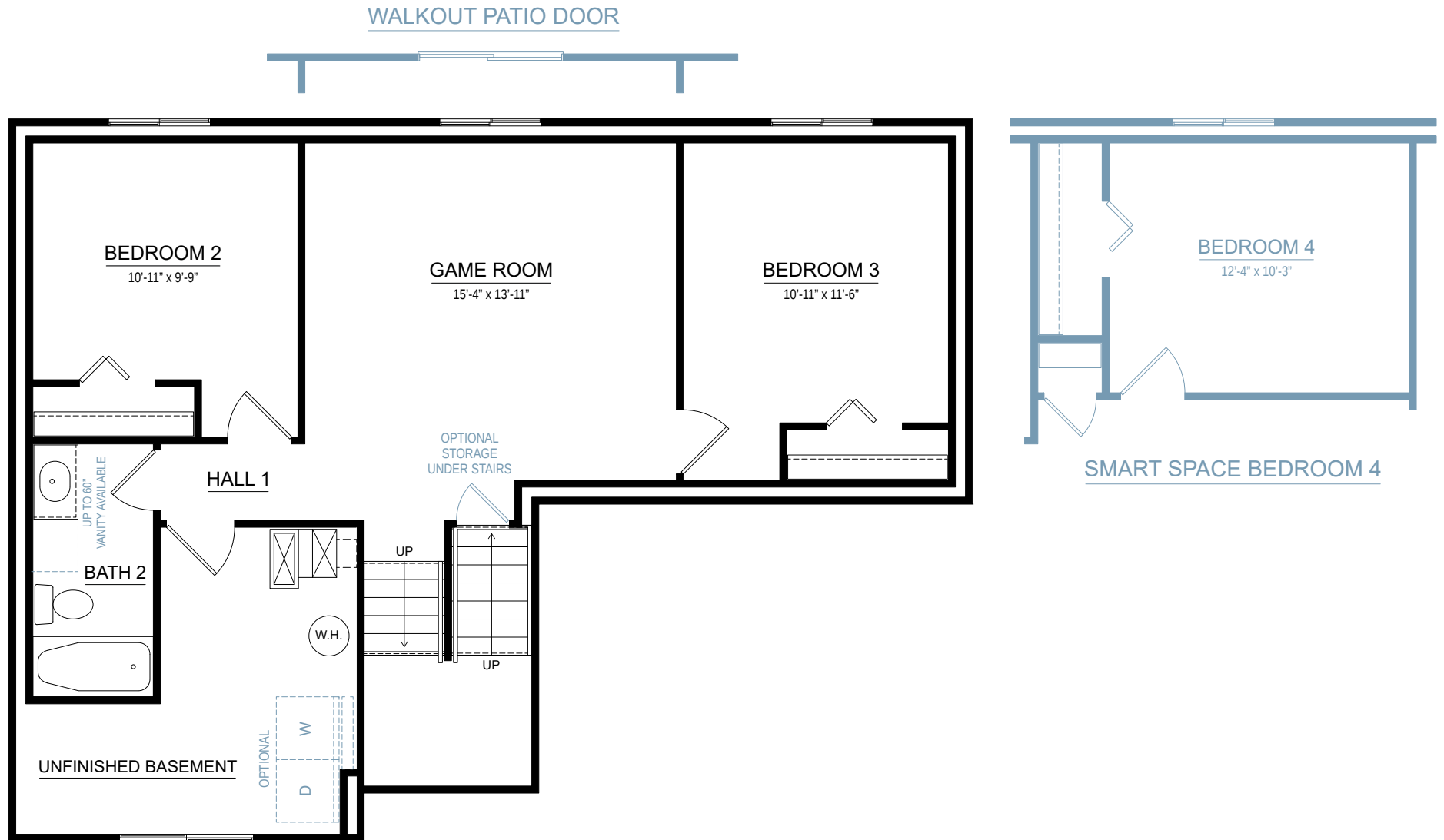
SMART SPACE
PANTRY



PRIMARY TUB/
SHOWER



FIRST FLOOR



LOWER LEVEL

integrity 1810

1,822 SF

4 bedrooms

2.5-3.5 bathrooms

2-3 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1

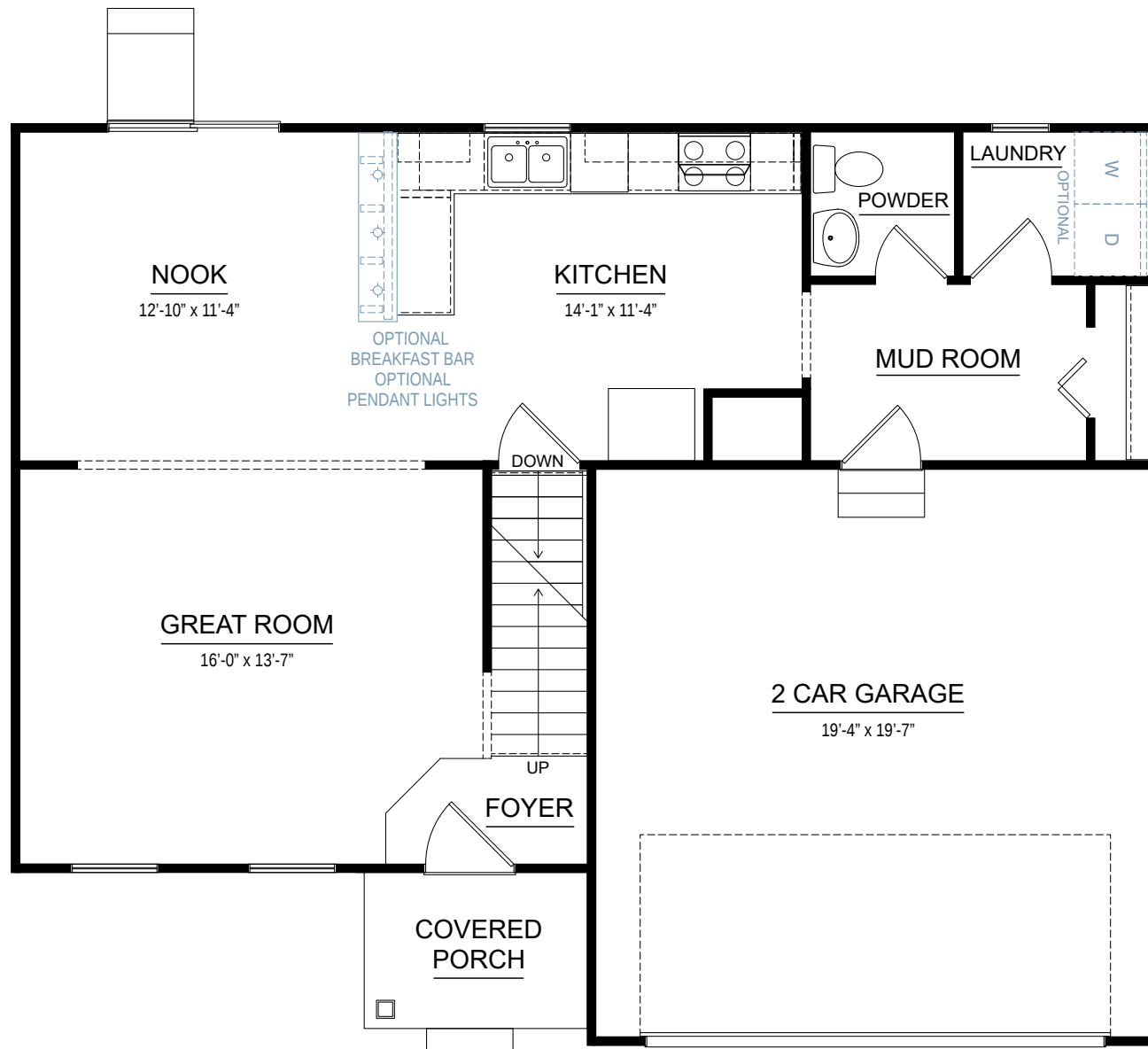


Elevation A2

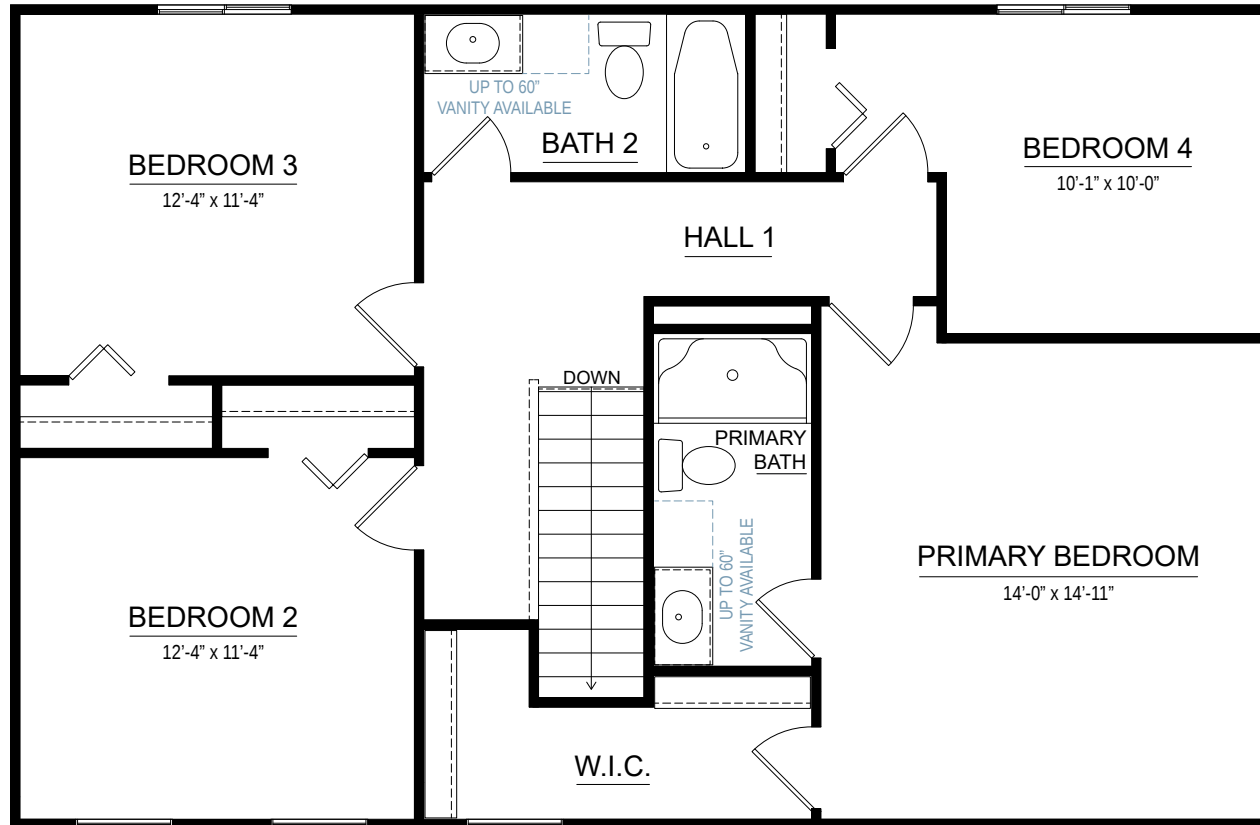


Elevation A3

Elevation A



FIRST FLOOR



SECOND FLOOR

integrity 1830

1,830 SF

4-5 bedrooms

2.5-3.5 bathrooms

2-3 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1

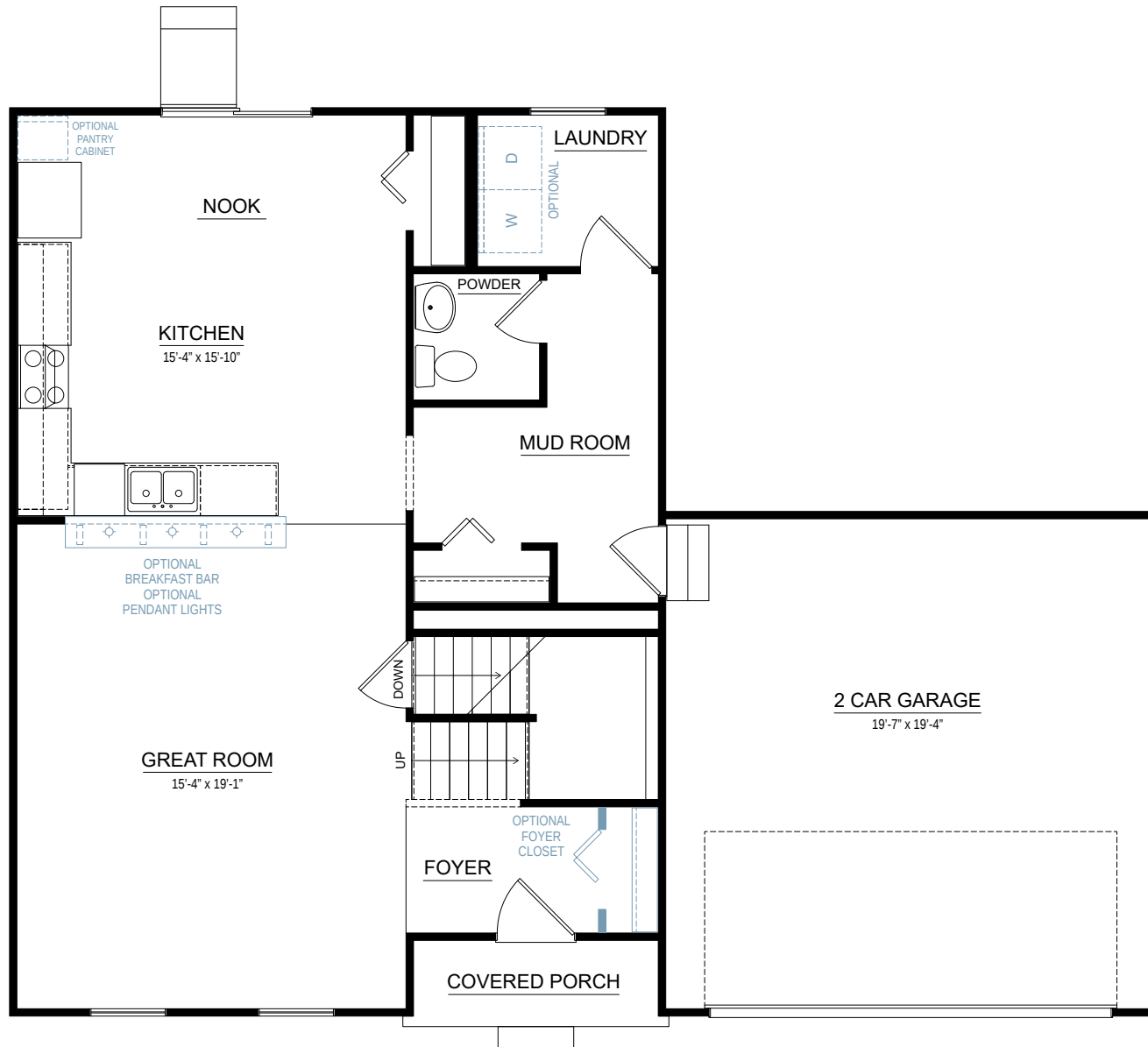


Elevation A2

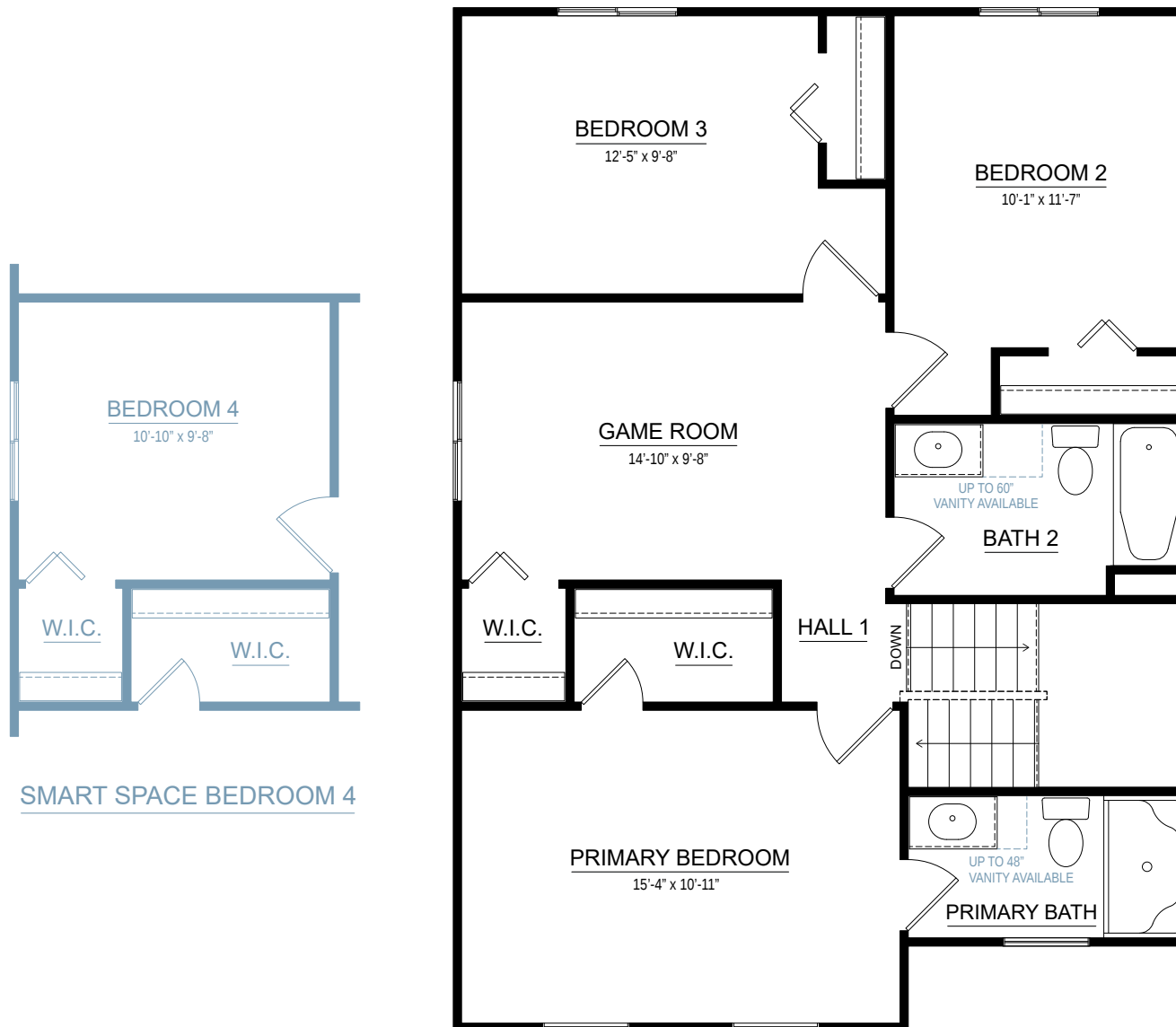


Elevation A3

Elevation A



FIRST FLOOR



SECOND FLOOR

integrity 2060

2,060 SF

3-4 bedrooms

2-2.5 bathrooms

2 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1

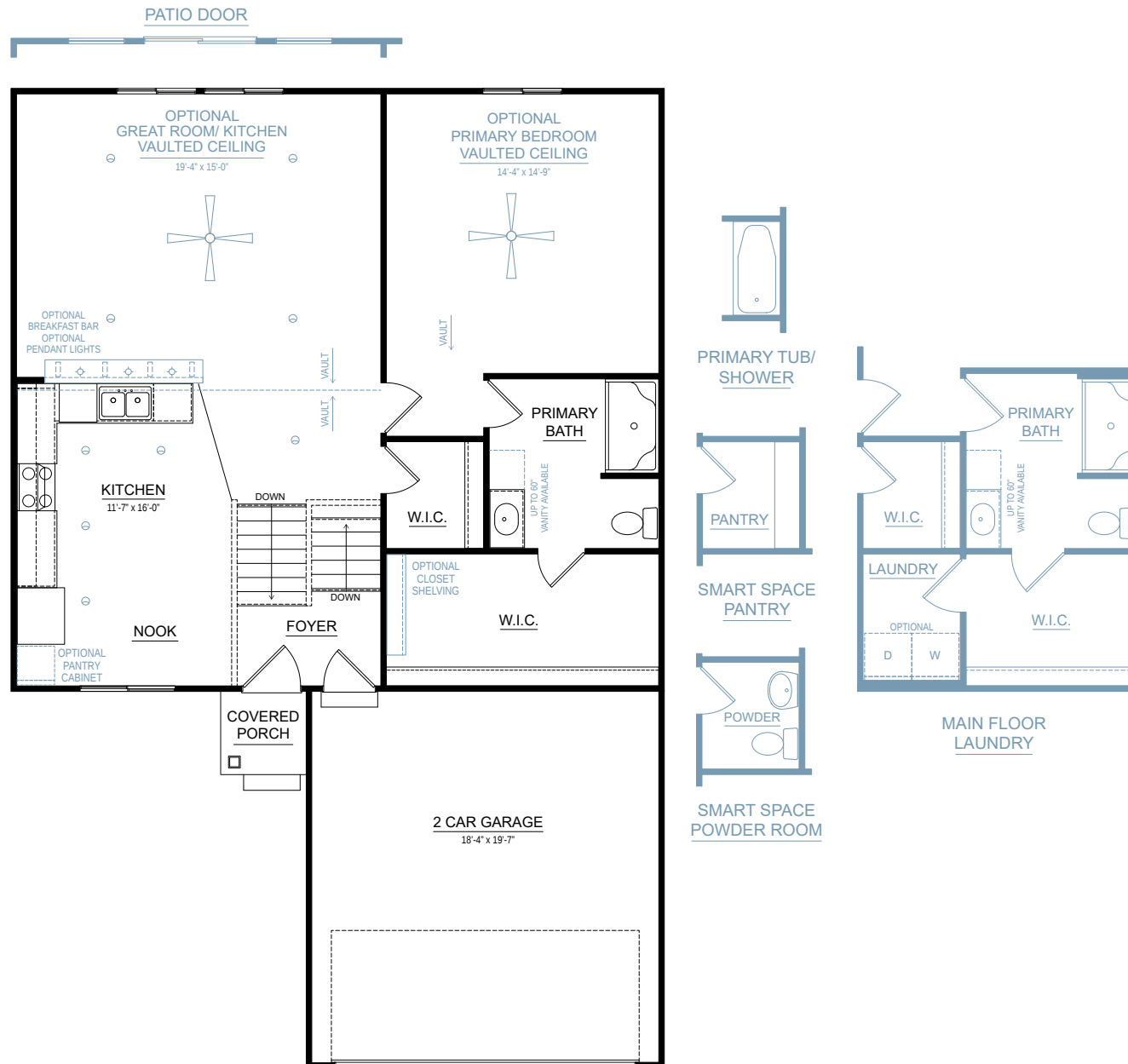


Elevation A2

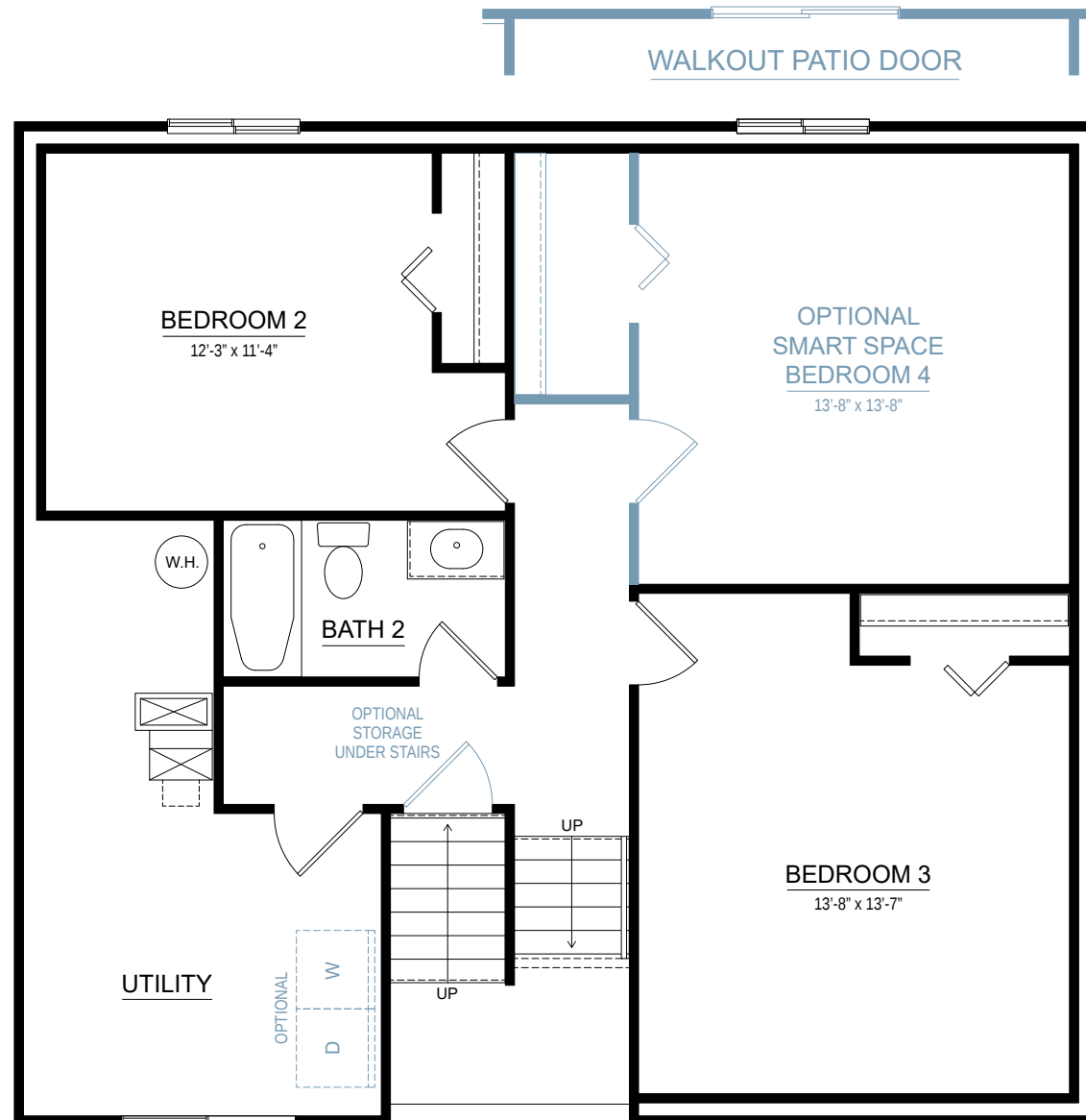


Elevation A3

Elevation A



FIRST FLOOR



LOWER LEVEL

integrity 2280

2,278 SF

3-6 bedrooms

2.5-4 bathrooms

2-3 car attached garage



Allen Edwin Homes reserves the right to change or amend plans and specifications without prior notice. Specifications may vary per plan. All dimensions are approximate and are rounded down to the nearest 3". Information is deemed to be correct but not guaranteed. Copyright © 2015 Allen Edwin Homes. All rights reserved. The duplication, reproduction, copying, sale, licensing, or any other distribution or use of these drawings, any portion thereof, or the plans depicted here is strictly prohibited. Color rendering is the artist's interpretation of home. Details, products and colors may change or not be available. Please see CAD drawings of elevations for actual specifications available.



Elevation A1

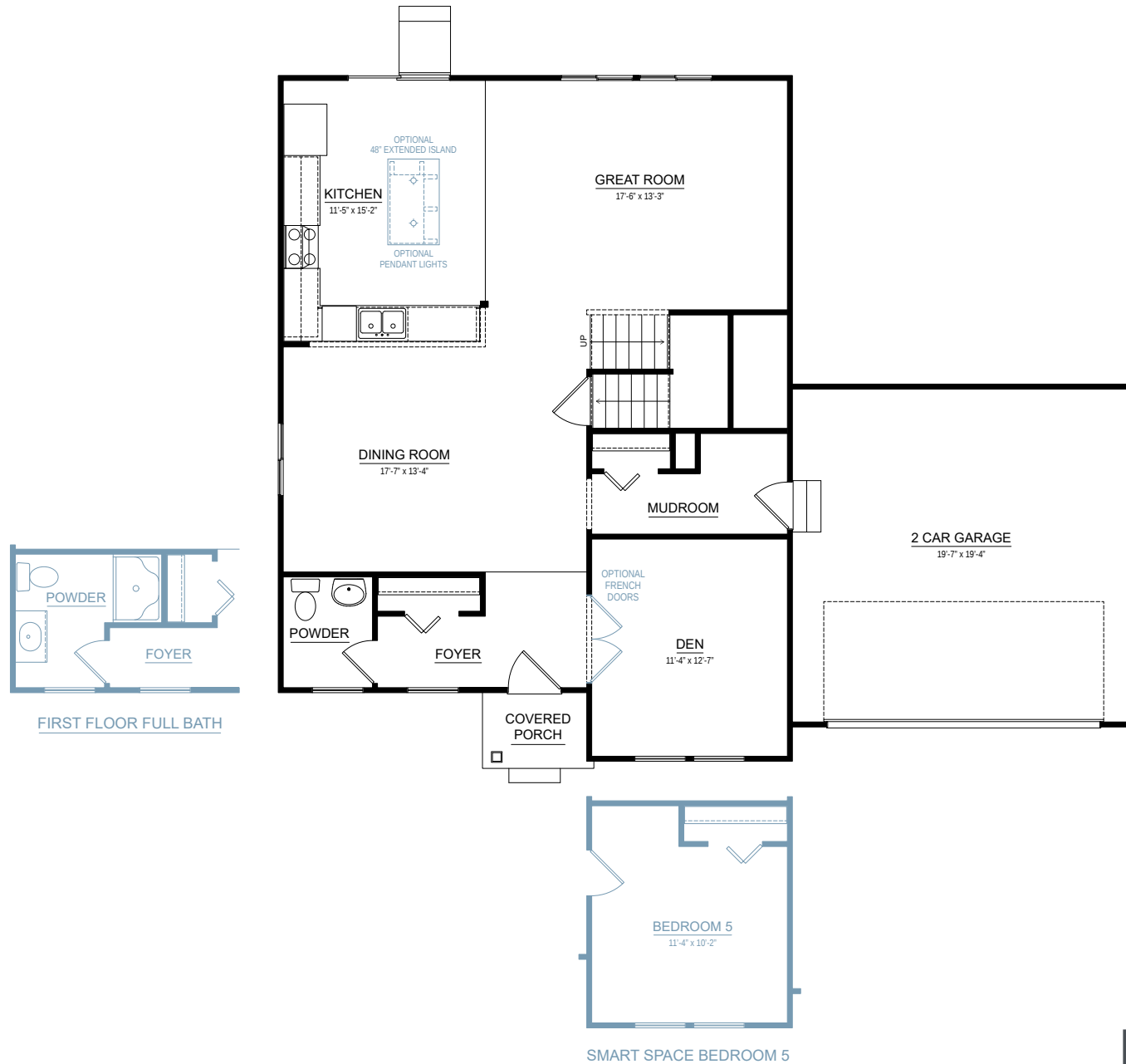


Elevation A2

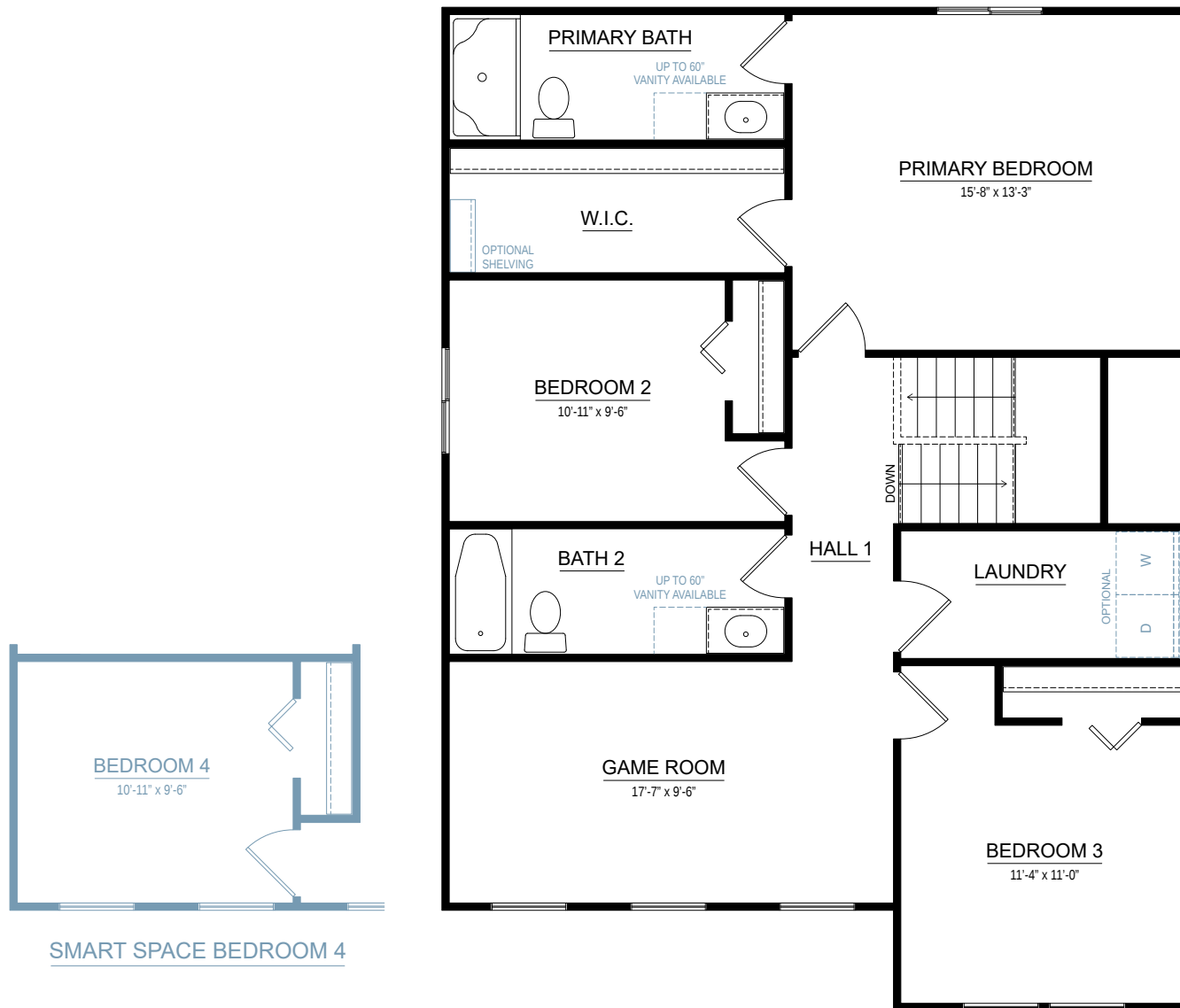


Elevation A3

Elevation A



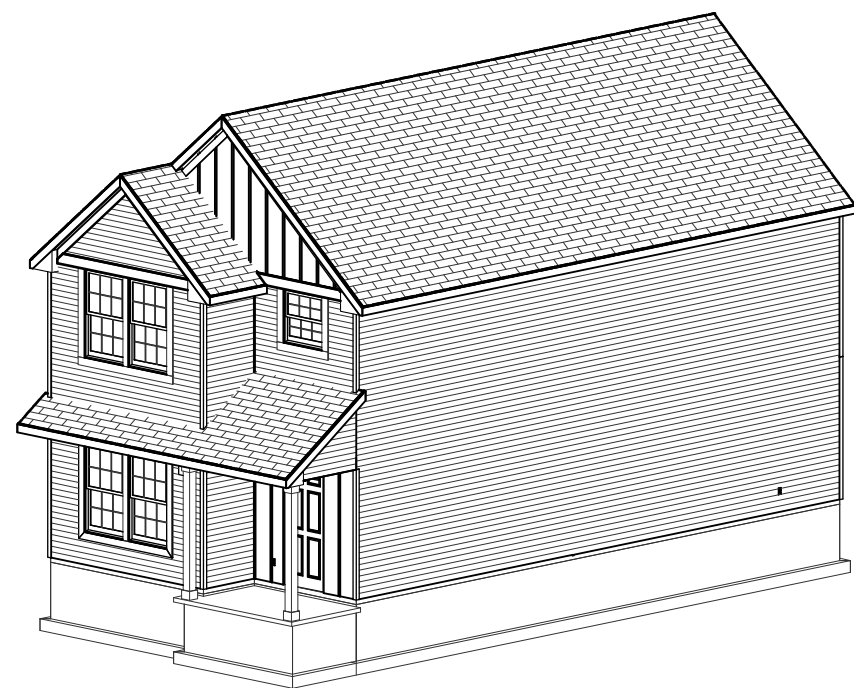
FIRST FLOOR



SECOND FLOOR

Integrity 1640S

- **Single Family Terrace Home**
 - **1,640 square feet, 2-story**
 - **3 bedrooms/2½ bathrooms**
 - **Detached garage, rear load**



FRONT ELEVATION A2

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

[illegible]

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

i1640S

FOR:
Allen Edwin Homes

Alien Ed

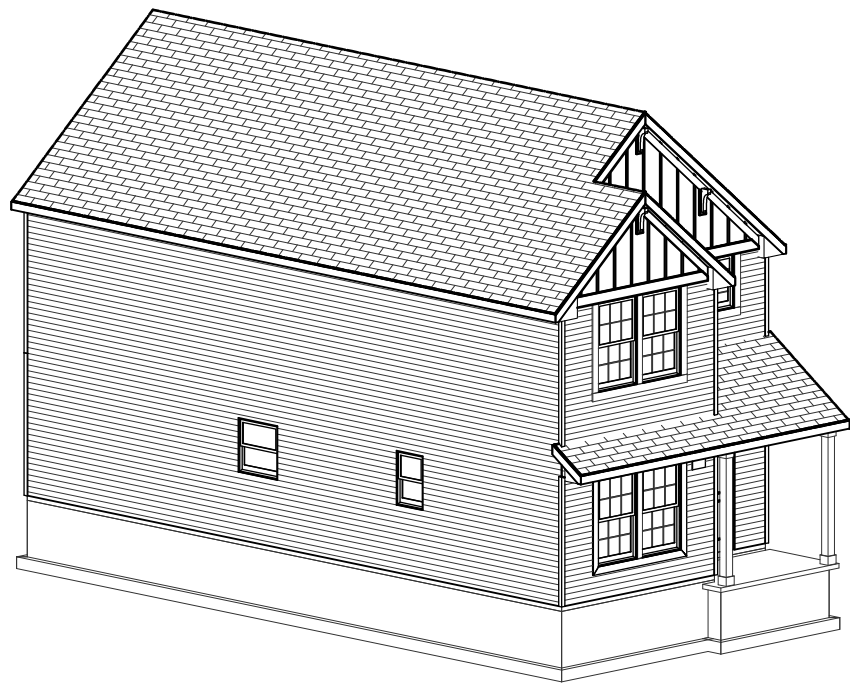
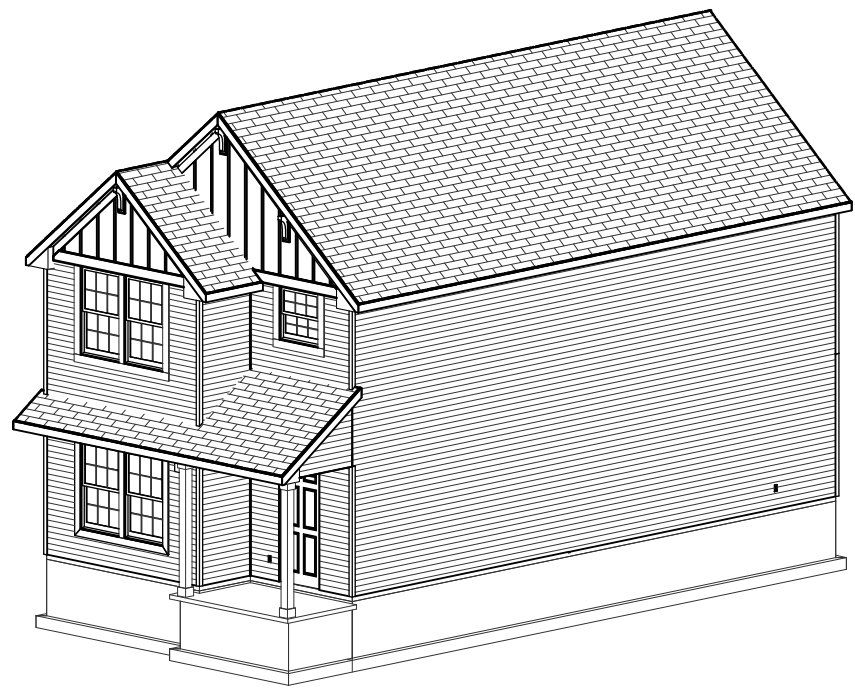
LOT #:

NUMBER:	LOCATION:
---------	-----------

A-01

PRINT DATE:
08/03/2023

© CG Visions 2006 PLAN CREATION DATE 06/02/2022



FRONT ELEVATION B2

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

ELEVATION B2		REV. NO.	DATE	REMARKS
GARAGE RIGHT				
REVISION	8.0a			

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

i1640S

FOR: Allen Edwin Homes

LOT #:

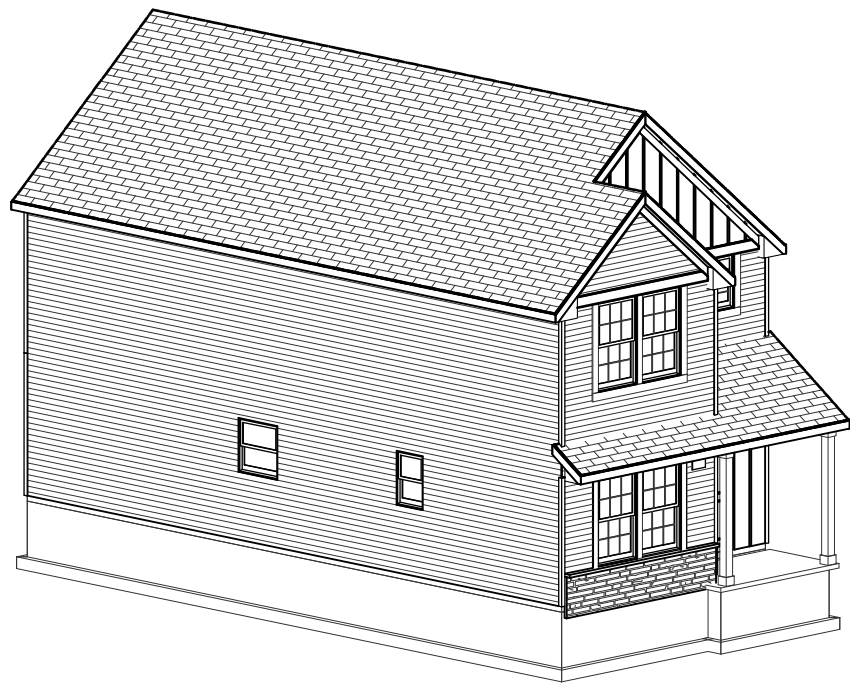
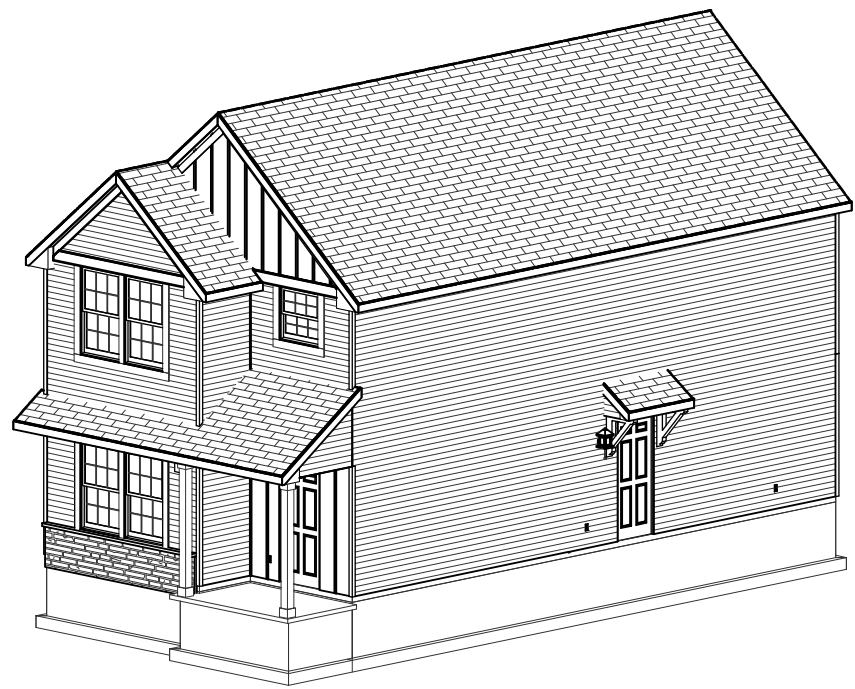
LOCATION:

SHEET NUMBER

PRINT DATE:

08/03/2023

A-01



FRONT ELEVATION

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

ELEVATION A2		REV. NO.	DATE	REMARKS
GARAGE RIGHT				
REVISION	8.0a			

ALLEN EDWIN HOMES

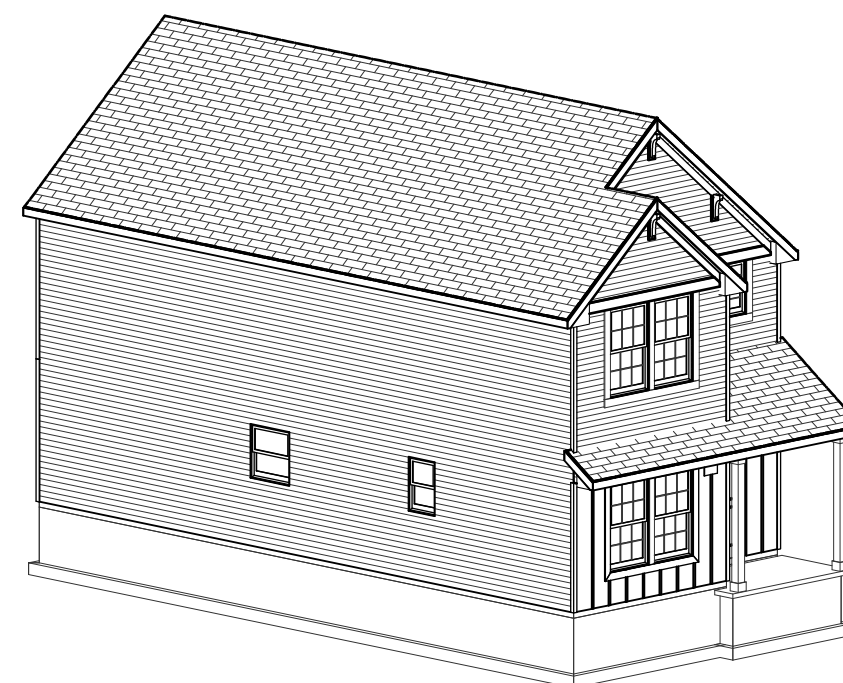
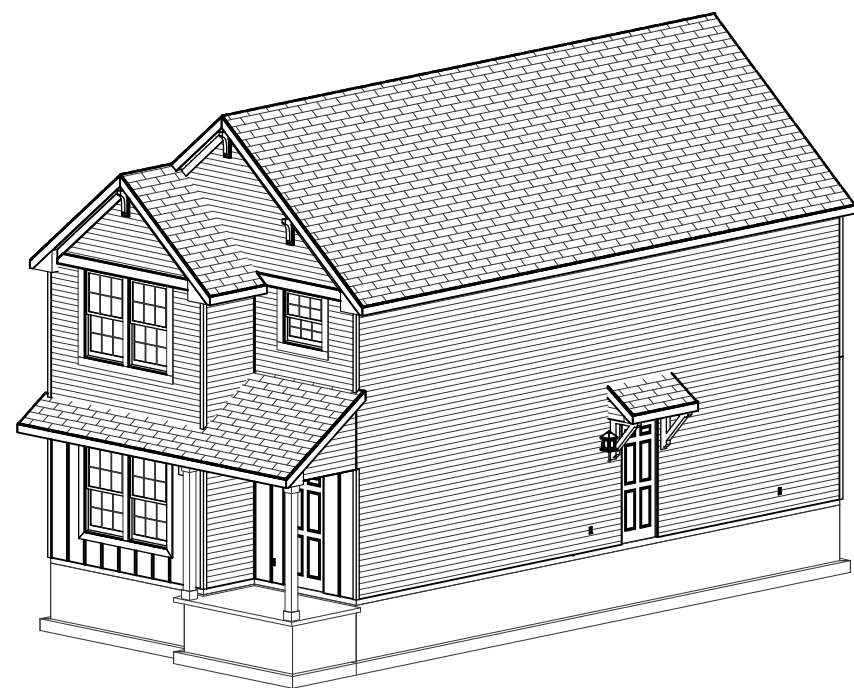
2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

i1640S

FOR: Allen Edwin Homes
LOT #:
LOCATION:
SHEET NUMBER

PRINT DATE:
12/15/2023

A-01



FRONT ELEVATION

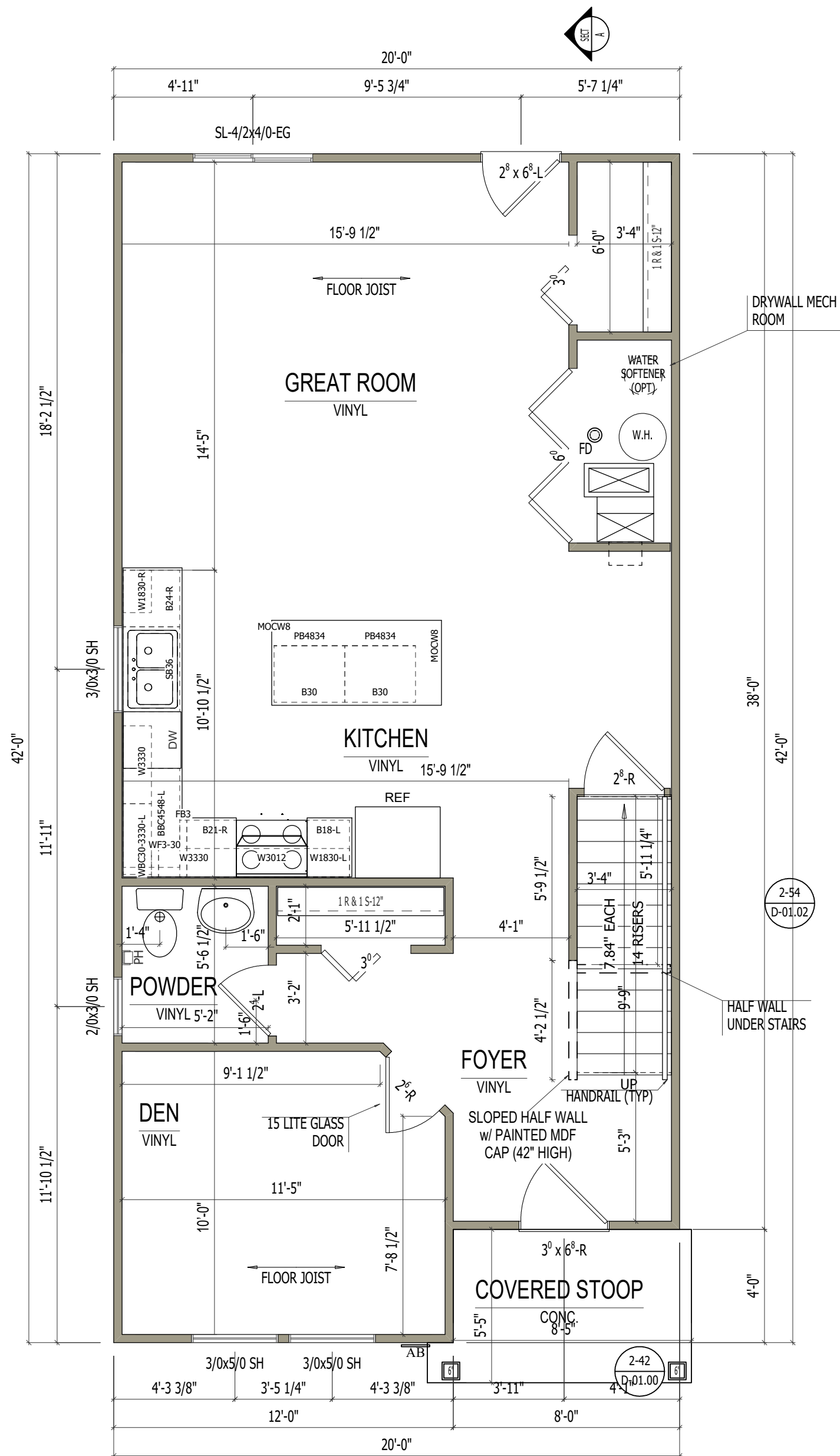
SCALE: 1/4"=1'-0"

[illegible]

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

PRINT DATE: 12/15/2023	
i1640S	
FOR: Allen Edwin Homes	
LOT #:	
LOCATION:	
SHEET NUMBER A-01	



FIRST FLOOR PLAN

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

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.

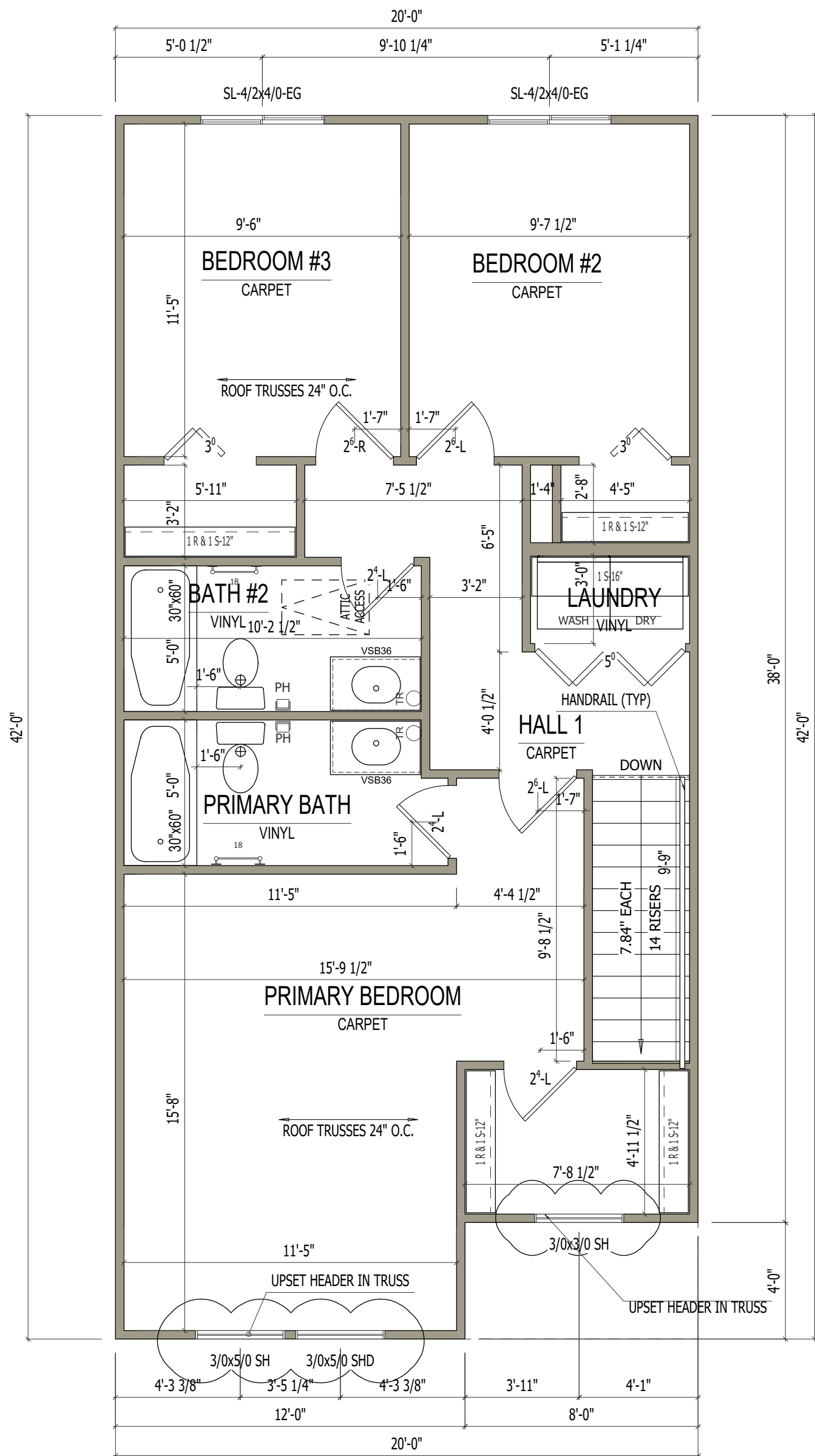
REMARKS		REV. NO.	DATE
ELEVATION A1			
GARAGE RIGHT			
REVISION	8.0a		

ALLEN EDWIN HOMES
2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

PRINT DATE:
08/03/2023

i1640S
FOR: Allen Edwin Homes
LOT #:
LOCATION:

SHEET NUMBER
A-07



SECOND FLOOR PLAN

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

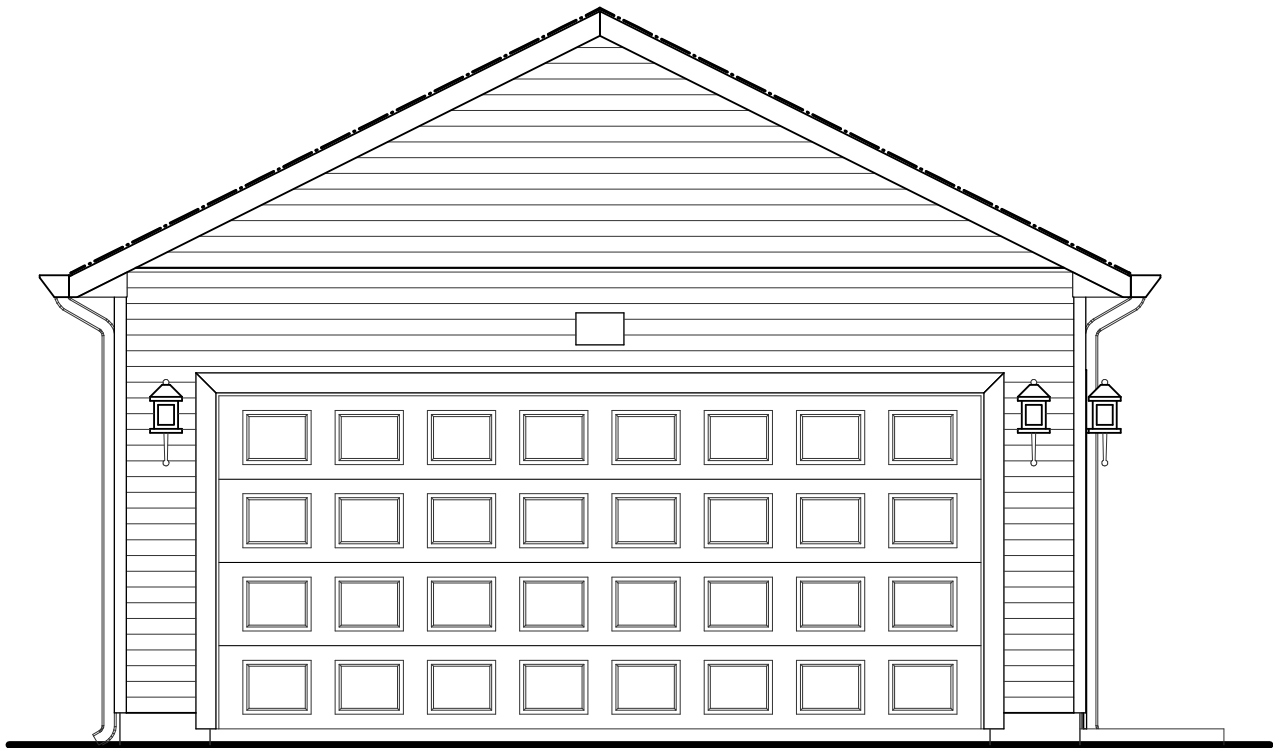
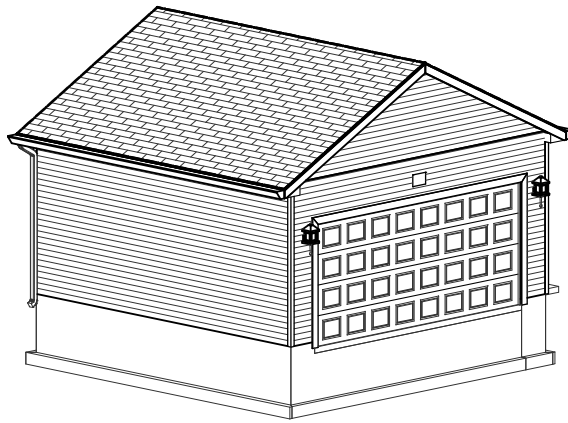
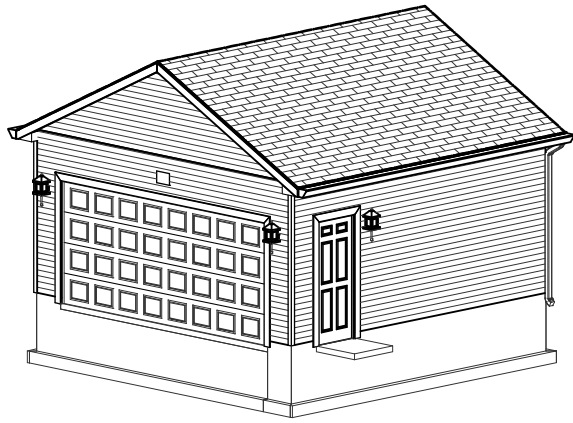
- GENERAL FLOOR PLAN NOTES:
1. ALL INTERIOR NON LOAD BRG WALLS TO BE 2x4 STUDS 24" O.C.
 2. WINDOWS TO BE VINYL SINGLE-HUNG, SIZE AS INDICATED BY NUMBER ON PLAN.
 3. DIMENSIONS ARE FROM FACE OF STUDS.
 4. PROVIDE BLOCKING ABOVE WINDOWS & DOORS 16" O.C. TYP.
 5. PROVIDE EXTRA STUDS AS INDICATED AT ALL 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.

REMARKS		REV. NO.	DATE
ELEVATION A1			
GARAGE RIGHT			
REVISION		8.0a	

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

PRINT DATE: 08/03/2023	
i1640S	FOR: Allen Edwin Homes
	LOT #:
	LOCATION:
SHEET NUMBER	
A-08	



FRONT ELEVATION DETACHED GARAGE

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

ELEVATION A1		REV. NO.	DATE	REMARKS
GARAGE LEFT				
REVISION	8.0a			

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

20x20 GARAGE

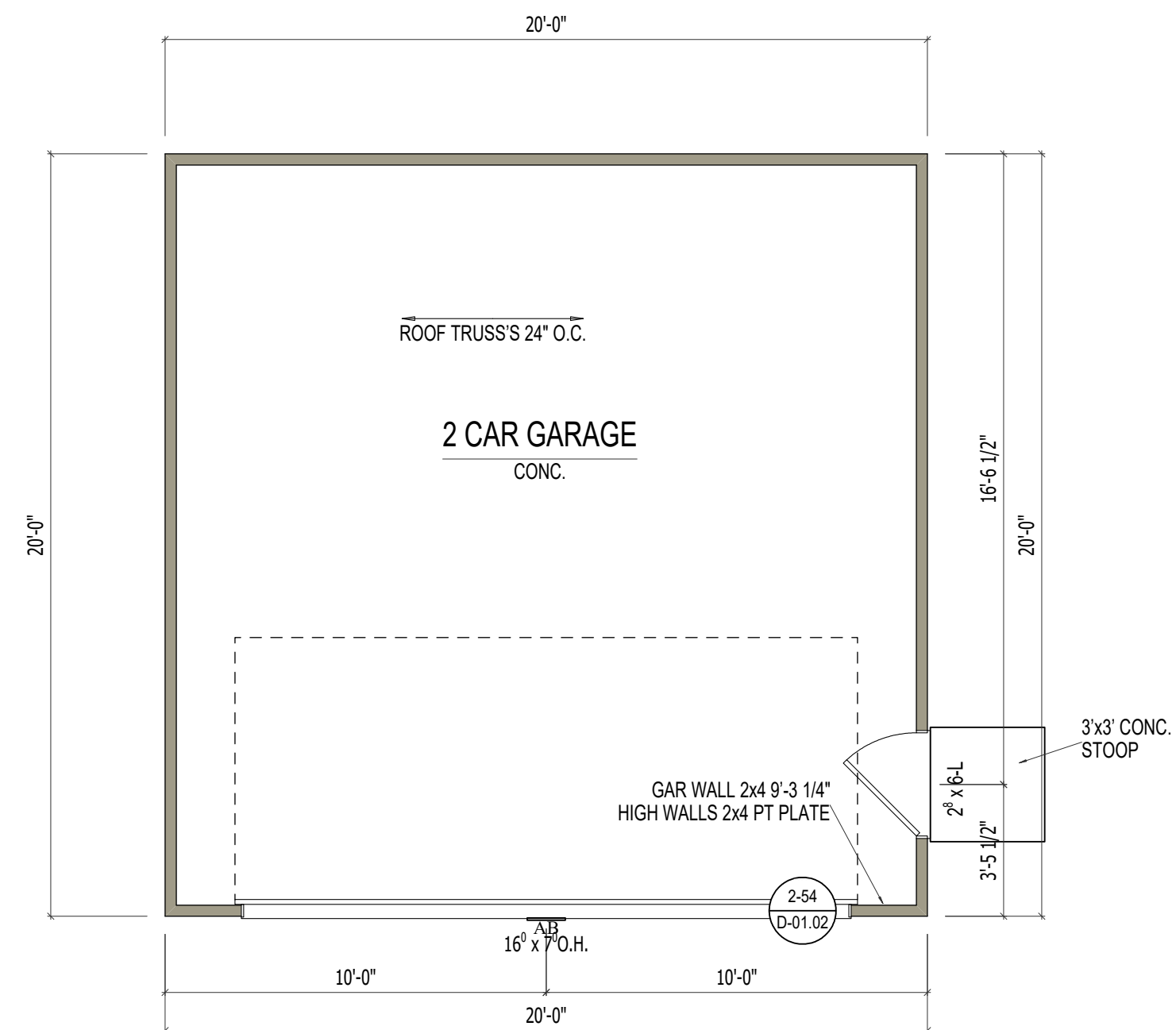
FOR: SHEET NUMBER

LOT #

LOCATION:

PRINT DATE:
08/03/2023

A-01



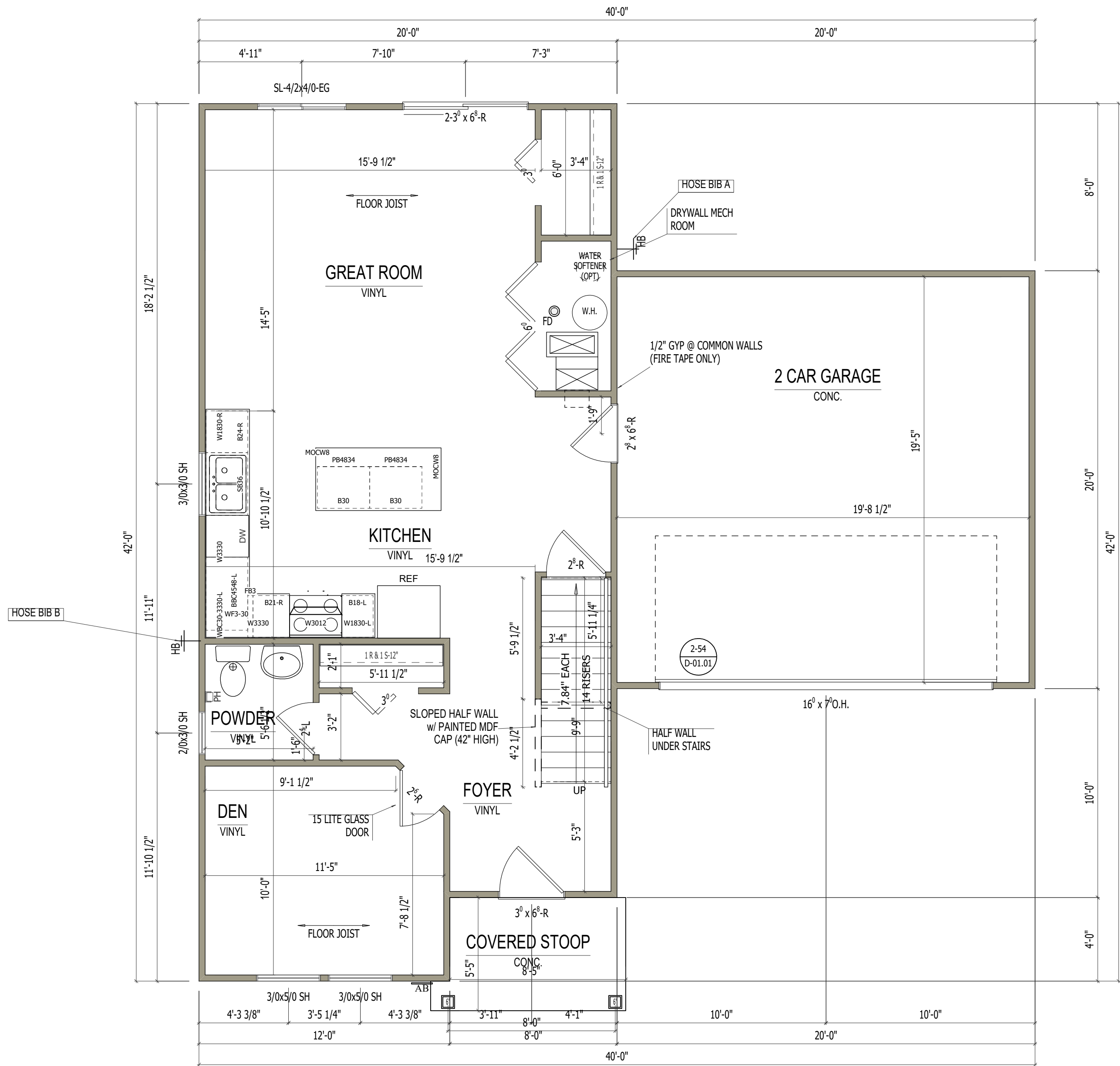
SCALE: 1/4"=1'-0"

[illegible]

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

PRINT DATE: 08/03/2023	
20x20 GARAGE	FOR:
	LOT #:
	LOCATION:
	SHEET NUMBER
A-06	



FIRST FLOOR i1640S

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

ELEVATION A1		REV. NO.	DATE	REMARKS
GARAGE RIGHT				
REVISION				

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

i1640S

FOR: Allen Edwin Homes

LOT #:

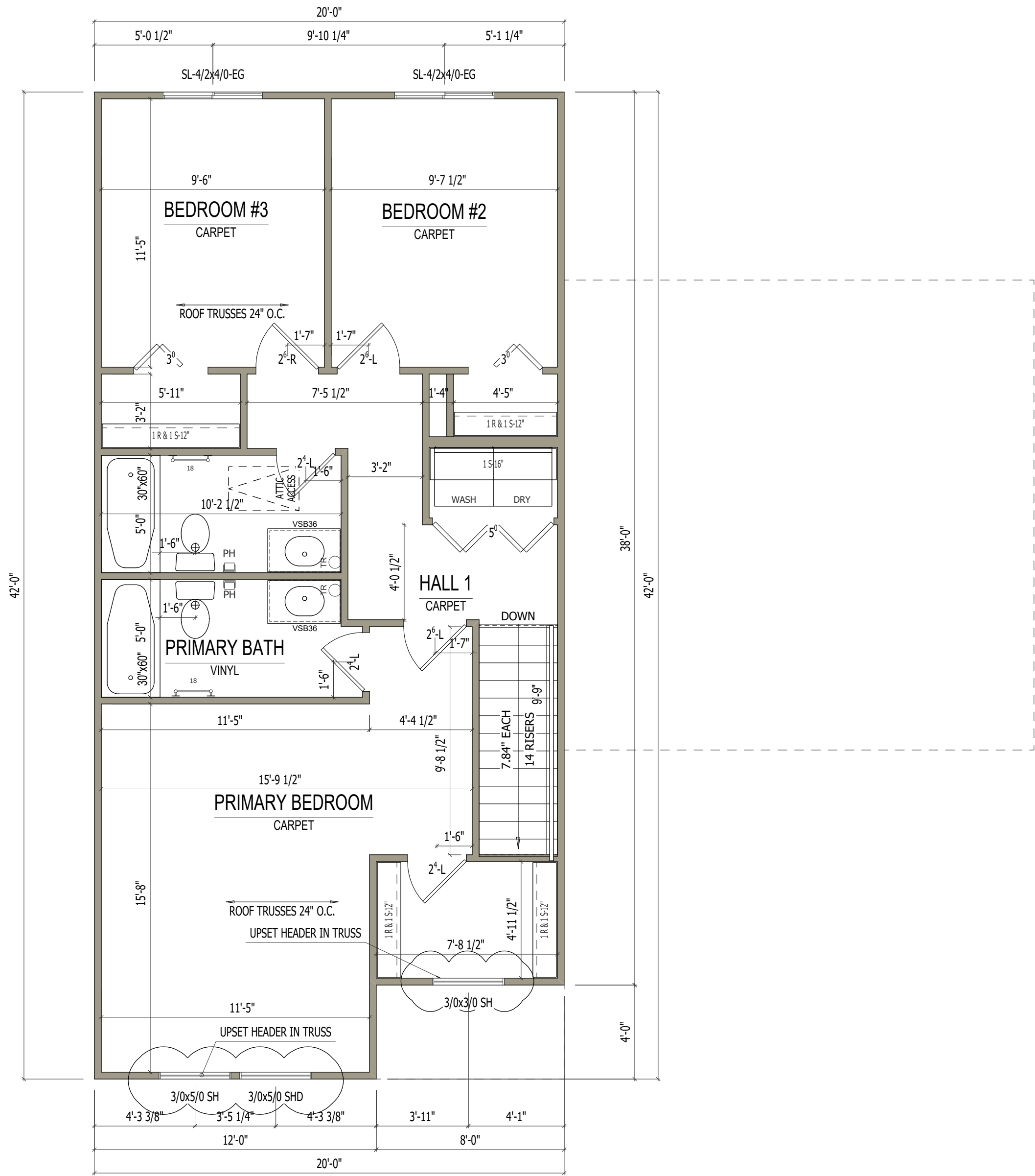
LOCATION:

SHEET NUMBER

A-07.00

PRINT DATE:
07/21/2023

CG Visions 2006 PLAN CREATION DATE 06/02/2022



SECOND FLOOR i1640S

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

REVISION		DATE	REMARKS
ELEVATION A1			
GARAGE RIGHT			
REV. NO.			
DATE			
REVISION			

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

i1640S

FOR: Allen Edwin Homes

LOT #:

LOCATION:

SHEET NUMBER

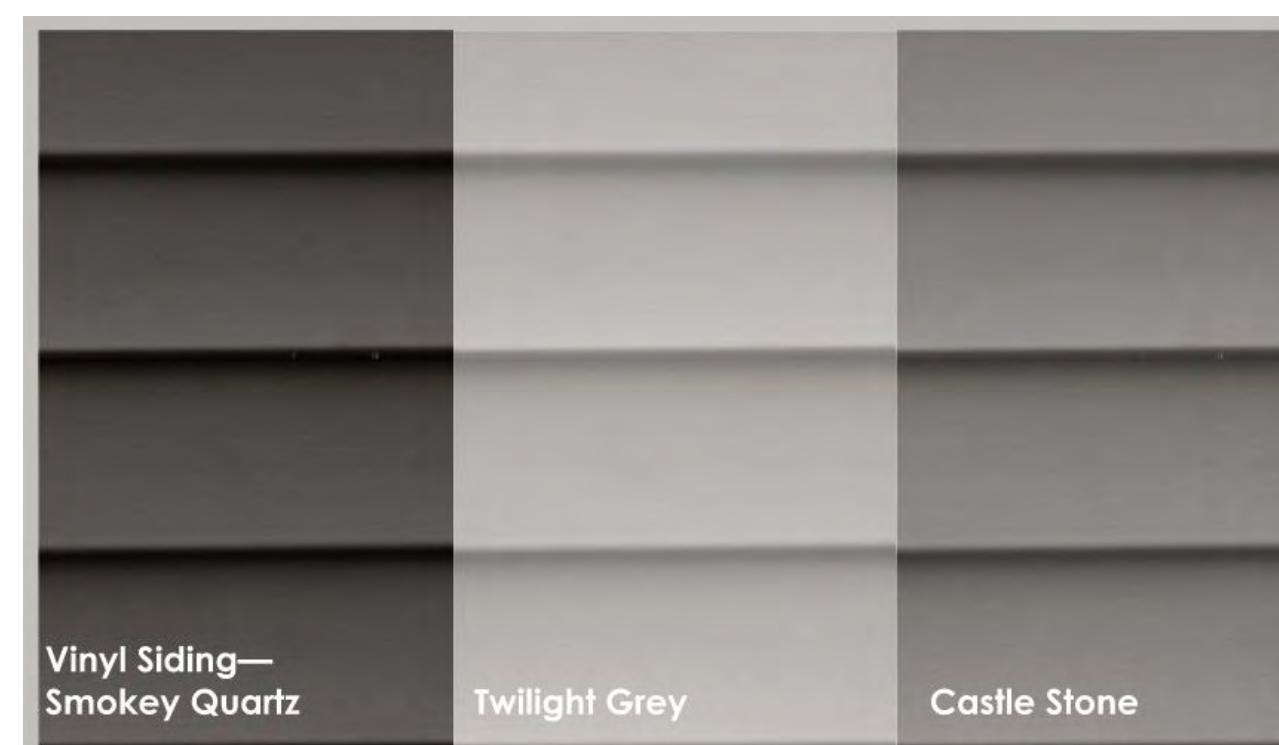
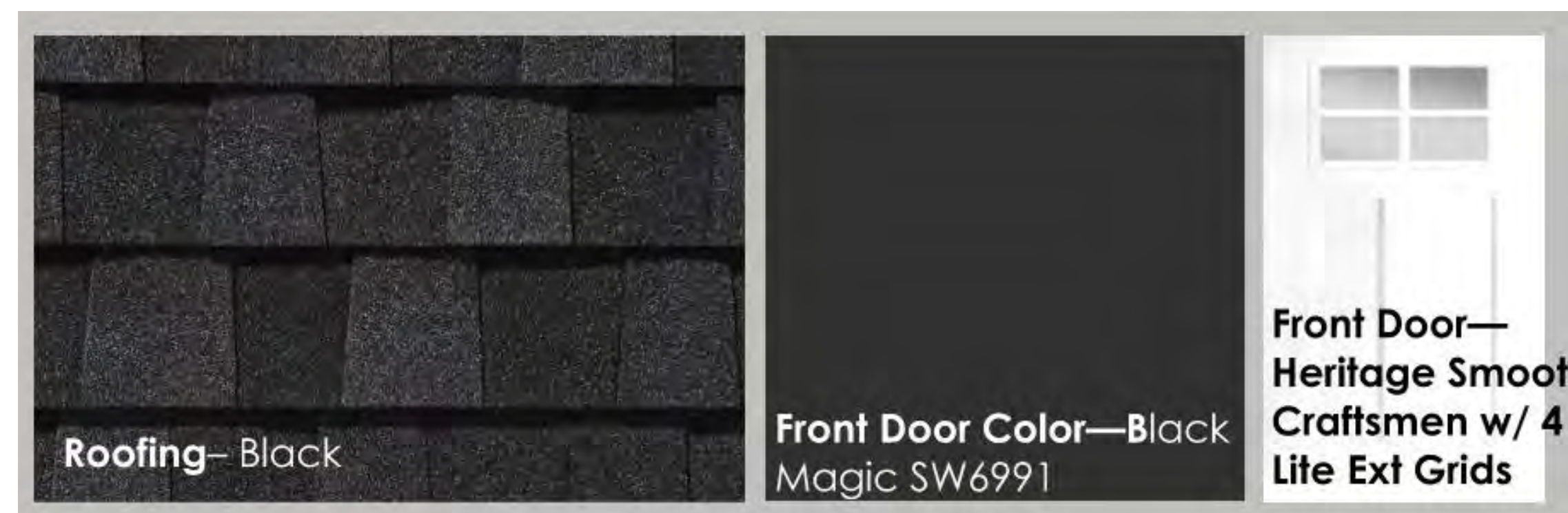
PRINT DATE:

07/21/2023

A-08.00

Village 1490MS

- **Attached 4-Unit Townhome**
 - **1,490 square feet, 2-story**
- **3 bedrooms/2½ bathrooms**
- **Attached 2 car garage (rear)**



REAR LOADED ATTACHED FOUR-UNIT TOWNHOME



FRONT ELEVATION

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

REV. NO.	DATE	REMARKS
ELEVATION A1		
GARAGE RIGHT		
REVISION		

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

V1490MS

FOR:
Allen Edwin Homes

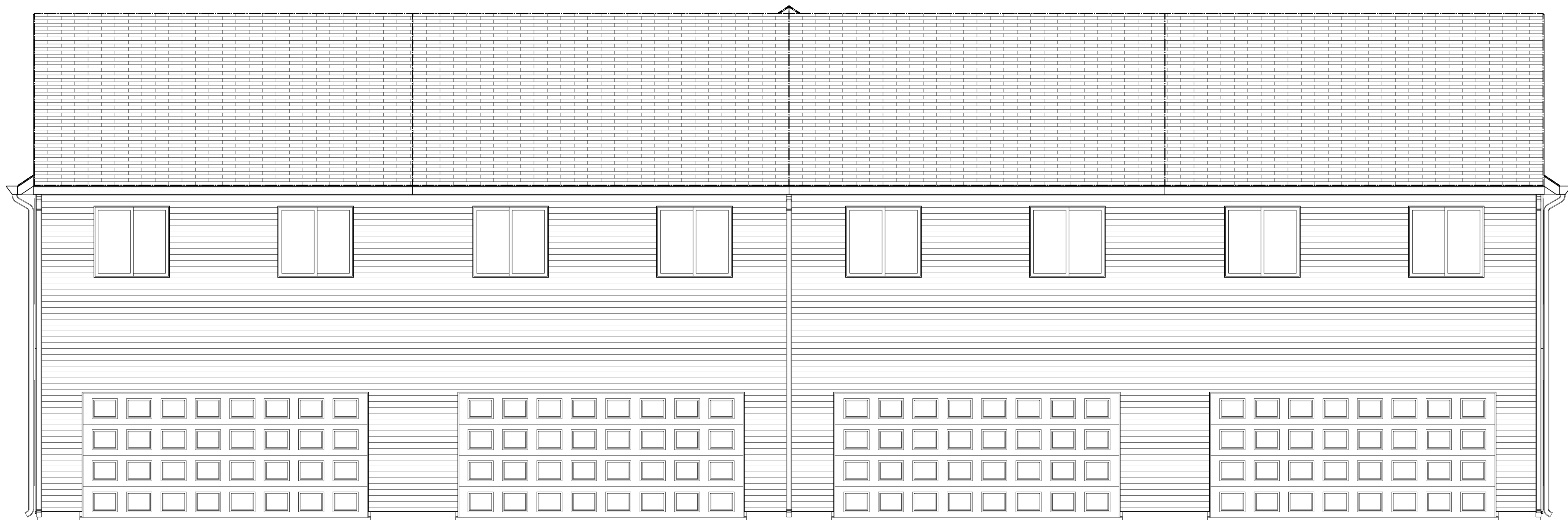
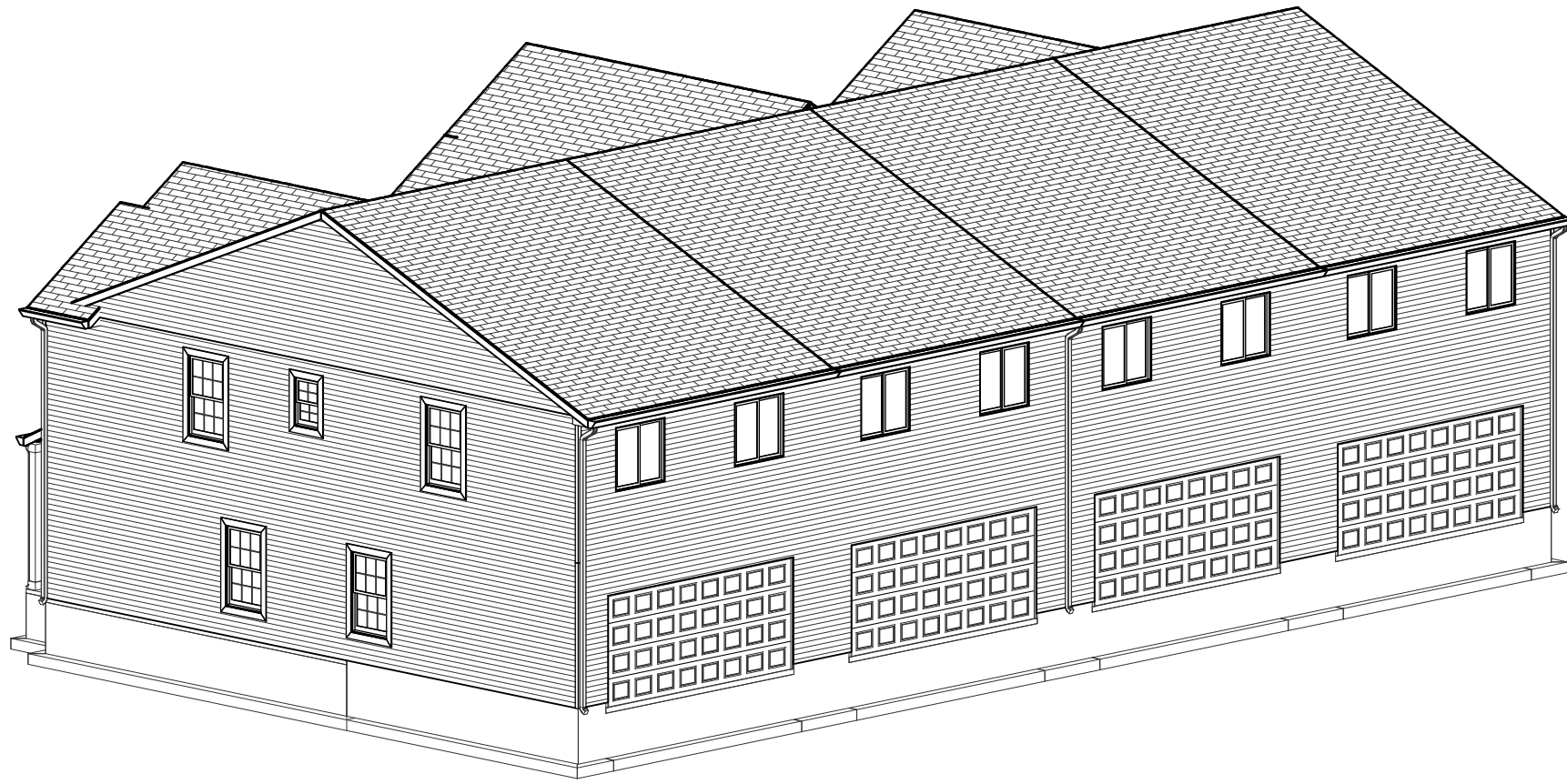
LOT #:

LOCATION:

SHEET NUMBER

PRINT DATE:
11/08/2023

A-01



REAR ELEVATION

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

ELEVATION A1		REV. NO.	DATE	REMARKS
GARAGE RIGHT				
REVISION				

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

V1490MS

FOR: Allen Edwin Homes

LOT #:

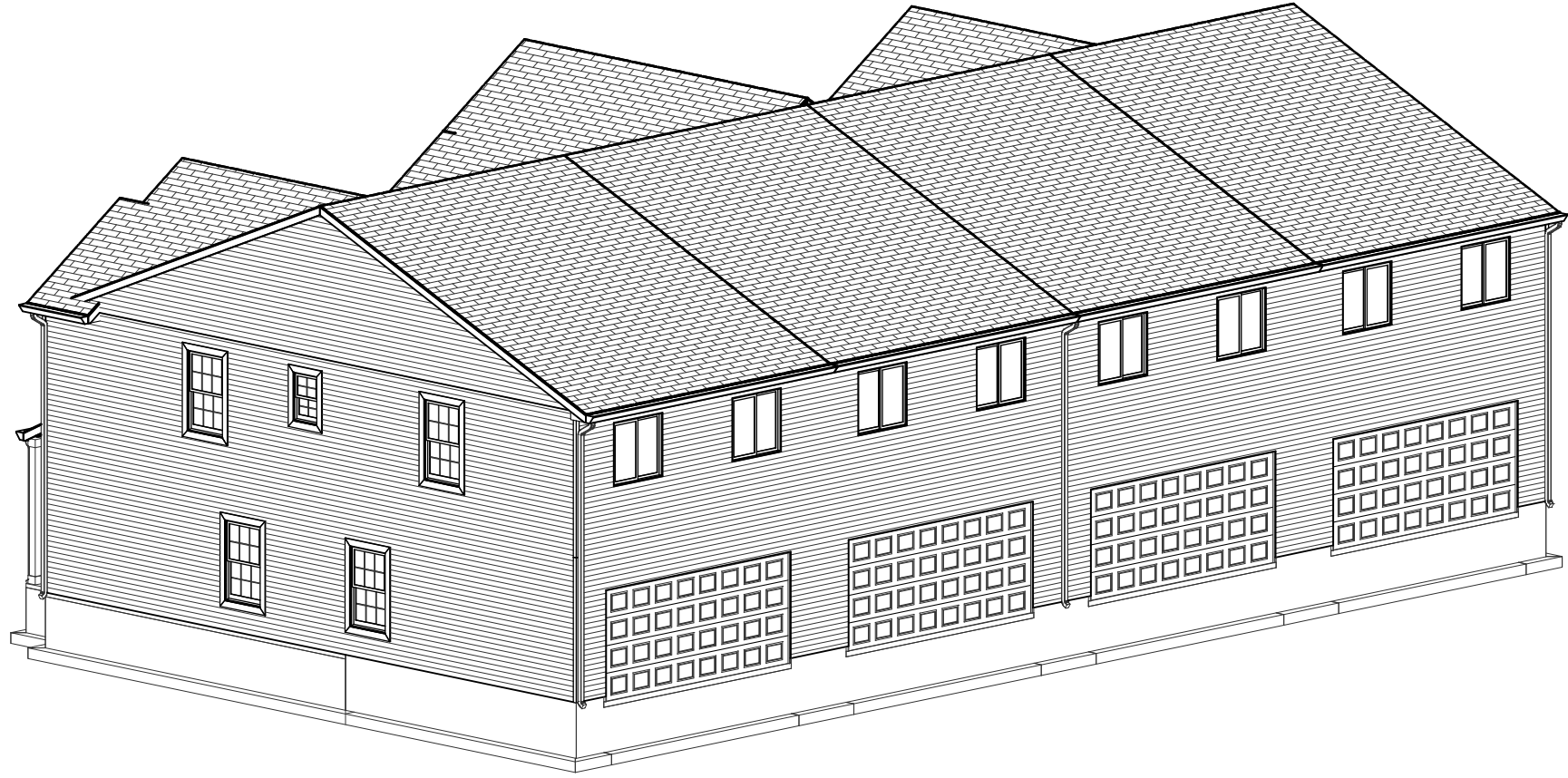
LOCATION:

SHEET NUMBER

PRINT DATE

11/08/2023

A-02



RIGHT ELEVATION

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

REV. NO.	DATE	REMARKS
ELEVATION A1		
GARAGE RIGHT		
REVISION		

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

V1490MS

FOR: Allen Edwin Homes

LOT #:

LOCATION:

PRINT DATE:

11/08/2023

SHEET NUMBER

A-03



LEFT ELEVATION

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

ELEVATION A1		REV. NO.	DATE	REMARKS
GARAGE RIGHT				
REVISION				

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

V1490MS

FOR: Allen Edwin Homes

LOT #:

LOCATION:

SHEET NUMBER

PRINT DATE:

11/08/2023

A-04

© CG Visions 2008 PLAN CREATION DATE 01/17/2023

REVISION _____

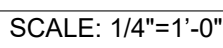
Portage, MI 49002

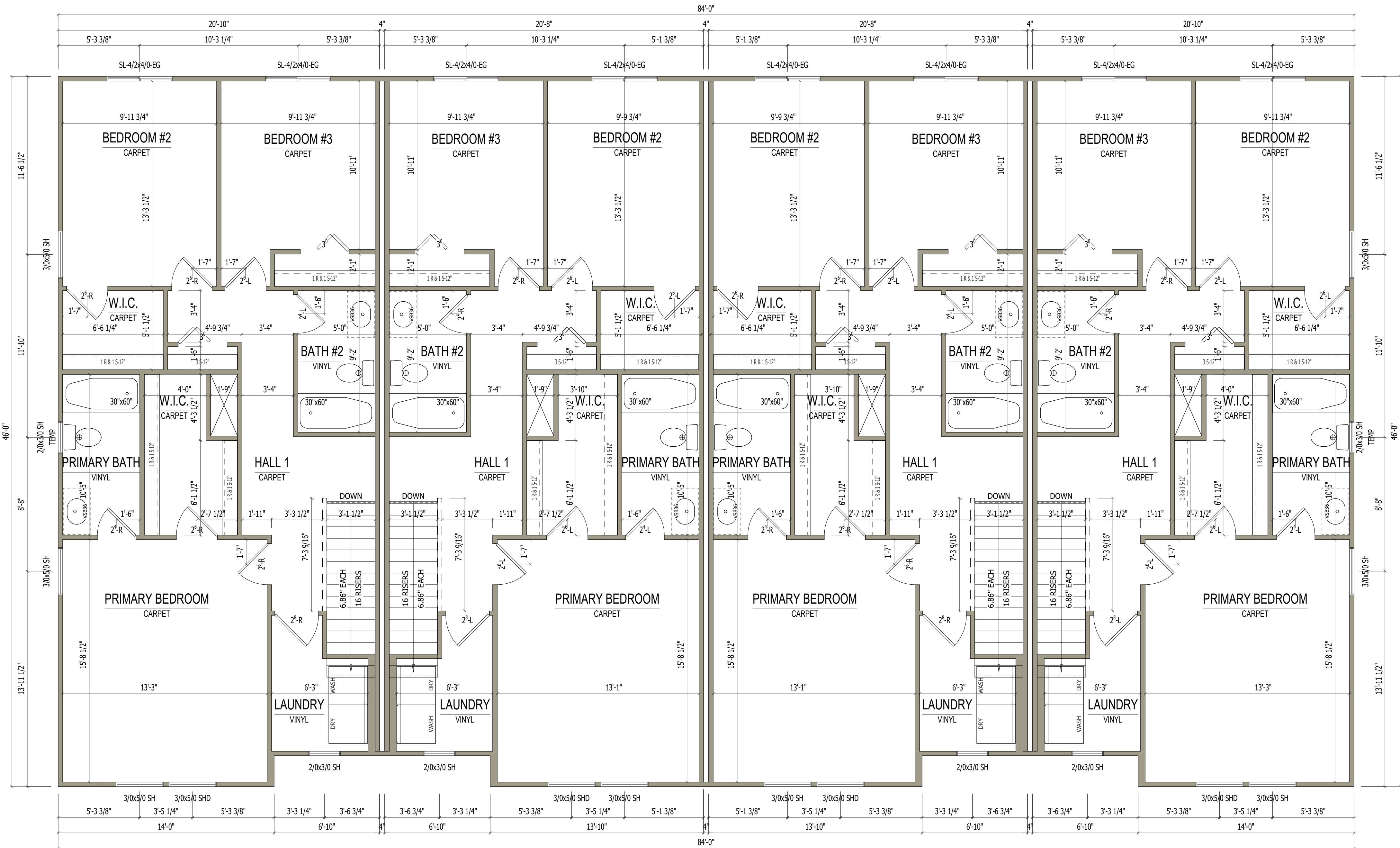
DA
3/2

NUM	LOT #	RIGHT LEAVENING

-0

FOR: V1490MS
Allen Edwin Ho





SECOND FLOOR PLAN

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

- 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. SHM EXTERIOR DOORS & PKT. DOORS 1/2" ABOVE SUBFLOOR.
 9. 16" O.C. STUDS AT KITCHEN WALLS W/ CABINETS.

V1490MS
FOR:
Allen Edwin Homes
LOT #:
LOCATION:

SHEET NUMBER

A-07

CG Visions 2006 PLAN CREATION DATE 01/17/2023

PRINT DATE:
11/08/2023

ALLEN EDWIN HOMES

2186 E. Centre Street
Portage, MI 49002
(269) 321-2600
www.allenedwin.com

ELEVATION A1
GARAGE RIGHT
REVISION

REMARKS

REV. NO.

DATE

Gaines Charter Township

Planning Commission Memo

Meeting Date: January 25, 2024

AGENDA ITEM: VI.3.d

FILE NUMBER: 231221MM2

PROPOSED REQUEST: Preliminary Site
Condominium Plan

PROPERTY ZONING DISTRICT: RL-14

ADDRESS: 1160/1188/1190 76th Street

PROPERTY SIZE: 12 acres

PARCEL NUMBER: 41-22-17-100-037/047/048

REPORT BY: Dan Wells, Community
Development Director; David Jirousek, AICP,
Planning Consultant

APPLICANT: Mike McGraw Signature Land
Development



OVERVIEW

The applicant requests preliminary site condominium plan approval for a 25-unit residential development proposed as the Cook's Crossing Enclave. Approval under Section 4.12 of the Zoning Ordinance grants the applicant two (2) years to develop final plans in accordance with the overall design and layout of the preliminary site condominium construction plan. However, one (1) year extensions are allowable if authorized by the Township Board in accordance with the Zoning Ordinance.

The Planning Commission's role is to review the preliminary condominium plan for consistency with Section 4.12 of the Zoning Ordinance, the requirements of the RL-14 zoning district, and all other requirements for residential development in Gaines Charter Township.

If approved, applicant will have two years to complete a final site condominium plan. Final details related to utilities, stormwater, and streets will be reviewed as part of the final site condominium review process.

Surrounding zoning:

	NORTH: RL-14	
WEST: PUD	SUBJECT PARCEL	EAST: PUD
	SOUTH: PUD	

STANDARDS OF REVIEW

This project is subject to review against the following requirements and standards:

- GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations
- GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments
- GCTZO Section 16.13 Residential Landscaping
- GCT Code of Ordinances, Section 22-63 Sidewalks
- GCT Code of Ordinances, Section 22-64 Street Lighting
- GCT Code of Ordinances Section 22- 65 Public Utilities

We have reviewed the preliminary site condominium plan and the associated application package and find that the plans are generally in order for this stage of the site condominium approval process. The following are the primary subject areas with comments.

1. GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations

Single-family lots in RL-14 must be a minimum of 14,000 square feet in area and 80 feet in width when served with utilities. All site condominium units are at least 14,000 square feet in size, and the plan shows compliant widths for all units. All units also comply with the 4:1 depth-to-width ratio requirement.

Setbacks for single-family lots and units in RL-14 are 35 feet for the front and rear and eight (8) feet for the sides. All site condominium units appear sufficient in size, width, and shape for homes to meet the required setbacks. Setback compliance will be confirmed for each building site prior to building permitting.

2. GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments

Section 6.4 A requires that site condominium development incorporates a variety of house models. Since the development is proposed to have 25 units, a minimum of four (4) house models is required. Each house model shall have multiple characteristics that clearly distinguish it from the other house models, such as different exterior materials, rooflines, garage placement, architectural style, number of stories, and/or building face. Staff recommends that the review of house models and future variations be an administrative responsibility during the zoning and building permitting process.

3. GCTZO Section 16.13 Residential Landscaping

Section 16.13 A requires that all site condominium projects include one (1) canopy tree for every 80 feet of road frontage. The requirement will be enforced when individual homes are constructed, as trees must be planted before the Township issues a Certificate of Occupancy for the unit on which it is located in accordance with this section.

Street trees shall be located between the sidewalk and the street unless the Planning Commission finds that such a location is unreasonable. Street trees shall be spaced as uniformly as possible, and since the minimum lot width is 80 feet, one (1) tree should be located in front of each dwelling in the development.

4. GCT Code of Ordinances, Section 22-63 Sidewalks

In accordance with Section 22-63, sidewalks shall be installed as specified by the Township ordinance or as otherwise required by the Township Board. Sidewalks must be shown on both sides of the private street throughout development.

5. GCT Code of Ordinances, Section 22-64 Street Lighting

In accordance with Section 22-64, street lighting shall be installed as specified by Township ordinance or as otherwise required by the Township Board or its designated Township official or body. Consistent with past developments, the developer should request that the Township create a Street Light Assessment District before a residential building permit is issued by the Township.

- The number and location of street lights are to be determined by Consumers Energy for each phase of development.
- The developer must provide the necessary funds for installation within 30 days of Gaines Charter Township issuing an invoice for the installation costs.

6. GCT Code of Ordinances Section 22- 65 Public Utilities

The development will be served by extensions of municipal water and sanitary sewer lines. A storm drainage system consisting of both above-ground and underground drainage facilities will also be installed. Provisions for the installation of buried power, telephone, gas distribution, and cable TV lines are also to be included. The applicant shall be required to comply with all utility and stormwater recommendations of the Township Engineer.

The private street plan will be reviewed during the final site condominium review process.

STAFF RECOMMENDATION

Based on our review, Staff recommends that a positive resolution regarding the preliminary site condominium plan be approved. Recommended conditions are as follows:

1. Staff shall confirm that no less than four (4) house models that meet the requirements of the GCTZO Section 6.4 A are built within the development.
2. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A prior to the issuance of Certificates of Occupancy. Trees shall be placed between the curb and sidewalk unless otherwise approved by the Planning Commission.
3. The applicant shall update the plan to show sidewalks on both sides of the private street throughout the development.
4. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
5. The applicant shall adhere to all review comments provided by the Township Engineer.

**CHARTER TOWNSHIP OF GAINES
COUNTY OF KENT, MICHIGAN**

RESOLUTION NO. 24-__-__ PC

The following Resolution was offered and adopted by the Gaines Charter Township Planning Commission at a regular meeting held on January 25, 2024.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Township Planning Commission regarding a request made by Mike McGraw (Signature Land Development) for preliminary site condominium approval for the "Cook's Crossing Enclave," which includes 25 lots.

**PRELIMINARY SITE CONDOMINIUM PLAN FOR THE COOK'S CROSSING
ENCLAVE AT 1160/1188/1190 76TH STREET**

WHEREAS, Mike McGraw (Signature Land Development), the "Applicant" has requested approval of the preliminary site condominium for the Cook's Crossing Enclave (the "Plan") at 1160/1188/1190 76th Street (41-22-17-100-037/047/048);

WHEREAS, the proposed Plan consists of 25 single-family site condominium units on a 12-acre development site; and

WHEREAS, the Planning Commission has considered the application and the proposed Plan, and, at a meeting on January 25, 2024, recommends that the Gaines Charter Township Board of Trustees grant approval of the preliminary site condominium Plan upon certain terms and conditions.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. Preliminary Site Condominium

The Planning Commission recommends approval of the preliminary site condominium Plan, as shown on the Plan dated December 21, 2023, upon the terms and subject to the conditions stated in this Resolution. This Resolution recommends approval of the overall layout and preliminary Plan for site condominium units, streets, open space, stormwater infrastructure, and utilities.

2. Site Condominium Units

The Plan consists of 25 residential site condominium units for one (1) single-family detached dwelling each, numbered 1-25. Residential construction shall comply with the Township Zoning Ordinance.

3. Other Required Approvals

Written approvals from other agencies having jurisdiction over the Plan shall be obtained, and copies shall be provided to the Township as part of final site condominium review or as a condition of final site condominium approval.

4. Private Street

The private street extension shall be reviewed and approved as part of the final site condominium review.

5. Master Deed

Prior to the issuance of a building permit for any building in any proposed site condominium development, the following items must be submitted to the Zoning Administrator unless waived by the appropriate Township department:

- a. The Master Deed for the condominium development.
- b. The Articles of Incorporation for the condominium association.

6. Recommended Conditions of Approval

- a. Staff shall confirm that no less than four (4) house models that meet the requirements of the GCTZO Section 6.4 A are built within the development.
- b. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A prior to the issuance of Certificates of Occupancy. Trees shall be placed between the curb and sidewalk unless otherwise approved by the Planning Commission.
- c. The applicant shall update the Plan to show sidewalks on both sides of the private street throughout the development.
- d. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
- e. The applicant shall adhere to all review comments provided by the Township Engineer.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends approval of the preliminary site condominium Plan with the conditions outlined in this Resolution. Approval under Section 4.12 of the Zoning Ordinance grants the applicant two (2) years to develop final plans in accordance with the overall design and layout of the preliminary site construction plan. However, one (1) year extensions are allowable if authorized by the Township Board.

The vote on the motion to adopt this Resolution was as follows:

YES:

NO:

ABSTAIN:

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Gaines Charter Township Planning Commission at a meeting held on January 25, 2024.

Respectfully submitted,

Lani Thomas, Secretary
Gaines Charter Township
Planning Commission

Dated: January 25, 2024



Vriesman
& Korhorn

January 12, 2024
1300

Via Email: dan.wells@gainestownship.org

Dan Wells, Community Development Manager
Gaines Charter Township
8555 Kalamazoo Ave SE
Caledonia, MI 49316

Re: Cooks Crossing Enclave Site Condominium – Preliminary Site Plan Review
1160/1188/1190 76th Street, Section 17, Gaines Township

Dear Dan:

We have reviewed the proposed Cooks Crossing Enclave Site Condominium project located at 1160, 1188, and 1190 76th Street and the preliminary site plan that we received on December 22, 2023. We provide the following comments for the consideration of the Applicant and the Planning Commission:

1. The proposed public utility work within the 76th Street ROW will require the review and approval of the KCRC. The Applicant shall provide a copy of all KCRC review comments and approvals to the Township and the Township Engineer.
2. The Applicant is required to obtain a soil erosion and sedimentation control permit from the KCRC prior to the start of any site work.
3. We note that the exact sizes and locations of the public water supply and sanitary sewer facilities to be constructed will be determined as part of the detailed construction plan review process. Proposed construction plans will need to be submitted by the Applicant's Engineer to the Byron-Gaines Utility Authority (BGUA) and an electronic copy of the plans sent to the Township Engineer for review and approval.
4. The Applicant will be required to connect the stub of watermain extending south of Harmon Cove Court through an easement in back yards and the stub of watermain heading east along the north property line at the north end of the previous Townhomes/Cooks Crossing North Phase 3 project. The watermain extension between lots 10 and 11 will be deferred.
5. The Applicant's Engineer shall submit drainage plans and a detailed calculations package including the most recent copy of the LGROW spreadsheet filled out for the site in question for review. The stormwater facilities shall be designed to comply with all standards and requirements of the Kent County Drain Commission's Development Drainage Rules.

6. The Applicant's Engineer shall submit a Township stormwater permit application for review and approval by our office. A blank copy of this permit can be provided by our office upon request.
7. The Applicant's Engineer shall provide public utility easements for the proposed sanitary sewer and watermain extensions. Submit draft copies of the public utility easements including exhibits with legal descriptions of the easements to our office for review and approval.
8. We recommend that the Applicant contact the Township's Water & Sewer Administrator to determine what water and sewer connection fees are due for this property.
9. The Applicant will be required to comply with all private street requirements and detailed construction plans for the private streets shall be submitted for review and approval.
10. The Applicant shall provide a storm sewer connection for each of the proposed units/buildings.
11. The Applicant's Engineer shall show and label all existing public and private utilities on the plan.
12. The Applicant's Engineer shall include benchmarks on all site plan and construction plan sheets.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

VK Civil

A handwritten signature in blue ink, appearing to read 'Jeff M. Gritter', with a stylized flourish at the end.

Jeffrey M. Gritter, P.E.

JMG/nfb

- c. Rob DeWard, Supervisor
Rod Weersing, Township Manager
Connie Giarmo, Planning Commission Chairman
Dakota Swan, Assistant Planner
John Stuyfzand, Building Inspector
Tracy Lawrence, Water & Sewer Administrator
Ken Van Hall, Dutton Fire Department
Brett Holmes, Dutton Fire Department
Casey Bennett, Byron-Gaines Utility Authority
Wayne Harrall, P.E., Kent County Road Commission
Dave Beck, Kent County Road Commission
Don De Groot, P.E., Exxel Engineering

GAINES CHARTER

TOWNSHIP

PLANNING & ZONING DEPARTMENT

2023 ANNUAL REPORT



TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
CURRENT PLANNING DIVISION	2
LONG-RANGE PLANNING DIVISION	7
CODE ENFORCEMENT DIVISION	9
DEPARTMENT ADMINISTRATION	10

Executive Summary

Section 19(2) of the Michigan Planning Enabling Act (Public Act 33 of 2008) requires the Planning Commission to “make an annual written report to the legislative body concerning its operation and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”

The 2023 Planning & Zoning Department Annual Report provides the Planning Commission and Township Board with the following information:

- An update on development activities within the Township
- The meeting activity of both the Planning Commission and the Zoning Board of Appeals
- Code enforcement activities
- Internal department activities
- A review of Master Plan implementation actions

The Annual Report offers information that is intended to be relevant to the Planning Commission, Township Board, Zoning Board of Appeals, Township staff, and the public. The work program will help guide the department’s actions throughout the upcoming year and serve as a benchmark when preparing the subsequent year’s Annual Report.

The following statement serves as the Department’s vision:

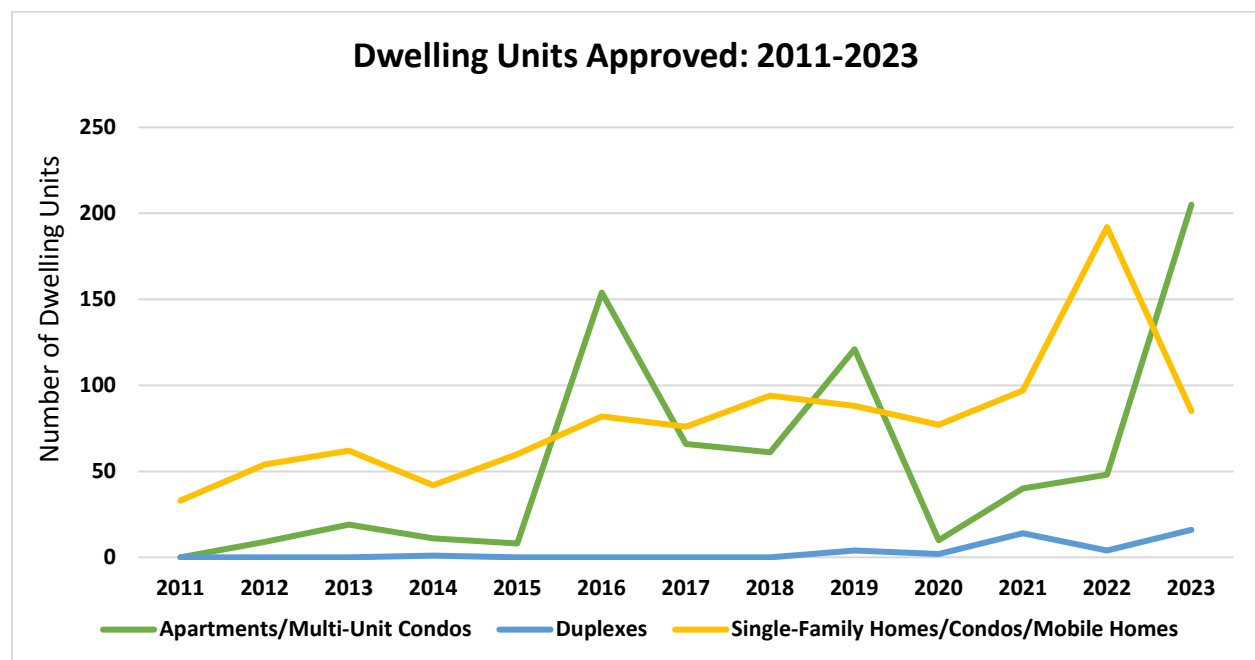
In our capacity as Planning and Zoning Department staff, we are committed to providing the Planning Commission, Zoning Board of Appeals, and Township Board with professional assistance so that together we may work towards the vision created in the Township Master Plan. As staff, we see ourselves as the facilitators between the many various stakeholders within the Township and strive to develop consensus on the multitude of land use issues that come before the Township. As always, our goal is to provide for the health, safety, and general welfare of the community as a whole. We take seriously this obligation and strive to accomplish this goal in every facet of our department’s actions.

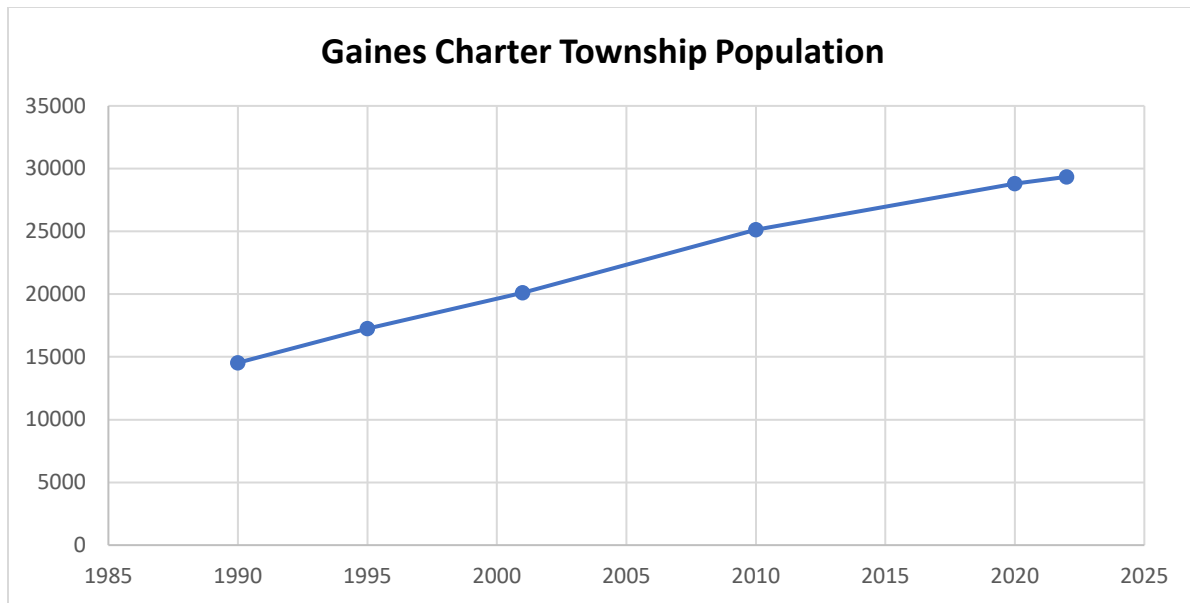
Current Planning Division

RESIDENTIAL BUILDING PERMITS

Table 1 details the number of new dwelling units constructed per year over the last 11 years 2011 to 2023. This includes single-family dwellings as well as attached units and apartments/condos.

	Apartments/ Multi-Unit Condos	Duplexes	Single Family Homes/Condos/ Mobile Homes	Total Units
2023	205	16	85	306
2022	48	4	192	244
2021	40	14	97	151
2020	10	2	77	89
2019	121	4	88	213
2018	61	0	94	161
2017	66	0	76	142
2016	154	0	82	236
2015	8	0	60	68
2014	11	1	42	54
2013	19	0	62	81
2012	9	0	54	63
2011	0	0	33	33





PROJECT REVIEWS

Table 2.

Summary of 40 application reviews completed by the Planning Commission, and subsequent Township Board action if applicable. The items are listed by the order in which they were considered.

Development Name/Address	Request Type	Description	Planning Commission Action	Township Board Action
3950 60 th Street SE	Site Plan Review	123 Net, construction of a new 35,700 SF data center; site improvements include 27 parking spaces, truck docks, detention pond, landscaping, sidewalk, and a relocated entrance off 60 th Street.	Approved	N/A
34 Coleman Street	Zoning Map Amendment	Rezone one parcel from R-3 to C-2.	Approved	Approved
6581 College Ave	Special Use Permit	Construction of a 400 SF accessory building in RL-10.	Approved	N/A
7307 Hammond Avenue & 3316 68th Street	Tentative Preliminary Plat	Thornapple Farms Phases 1-6 of Thornapple Farms Plat.	Approved	Approved (Amendment Approved 8/14/2023)
6658 East Paris Ave	Site Plan Review	Howie's Hockey Tape, construction of a 53,900 SF manufacturing and warehouse building.	Approved	N/A
10478 East Paris Ave	Special Use Permit	Total of 3,456 SF of accessory buildings in the Ag-RR zoning district.	Approved	N/A
10656 Hannah Lake Ave	Special Use Permit	Total of 3,174 SF of existing accessory buildings in the A-B zoning district.	Approved	N/A
2550 100 th Street	Special Use Permit	Total of 4,627 SF residential accessory buildings in the A-B zoning district.	Approved	N/A
6291 Wing Ave	Special Use Permit	Total of 1,740 SF of residential accessory buildings in the RL-10 zoning district.	Approved	N/A

Development Name/Address	Request Type	Description	Planning Commission Action	Township Board Action
6968 Terra Cotta Avenue	Special Use Permit	Group Child Day Care Operation in residential home.	Approved	N/A
3179 84th Street	Special Use Permit	Total of 3,712 SF of accessory buildings in the Ag-RR zoning district.	Approved	N/A
9744 Meadow Valley Lane	Special Use Permit	Total of 3,203 SF of accessory building square footage in the A-B zoning district.	Approved	N/A
4149 & 4450 76th Street SE	Rezone	Steelcase, rezone approximately 330 acres of land from Ag-RR and A-B to Light Industrial (I-1)	Approved	Approved
1200 & 1326 60 th St KCC Daycare	Site Plan Review/ Special Use Permit	KCC, expansion of Day Care	Approved	N/A
4200 60th Street	Site Plan Review	Electric utility substation immediately south of Switch	Approved	N/A
1100 92nd Street	Special Use Permit	Construct a 3,456 SF accessory building in Ag-Business Zone	Approved	N/A
10287 Kalamazoo Ave	PUD-Mineral Removal Rezoning	Stoneco, rezoning of a 29-acre parcel to PUD-Mineral Removal	Approved	Approved
1200 60th Street	Site Plan Review	Ashford Woods Phase 1, 152-unit townhouse development	Approved	N/A
133 Wavell Street	Special Use Permit	Construct a 400 SF accessory building in R-3 zone.	Approved	N/A
190 92nd Street	Special Use Permit	Construction of a 903 SF pool house, for a total of 4,327 SF of accessory building square footage in Ag-Res zone.	Approved	N/A
500 Sunbrook Drive	Special Use Permit	Construction of a 196 SF accessory building, for a total of 296 SF of residential accessory buildings.	Approved	N/A
2864 60th Street	Special Use Permit	Construction of a 2,250 SF accessory building, for a total of 2,350 SF of residential accessory buildings in the RL-10 zone.	Approved	N/A
3820 100th Street	Special Use Permit	Construction of a 2,016 SF accessory building, for a total of 2,706 SF of residential accessory buildings on the property in the Ag-Business zone.	Approved	N/A
6266 & 6278 Division Ave	Site Plan Review	Elvis Auto, 4,096 SF addition on the rear of the building for auto repair business.	Approved	N/A
990 Windrow St	Special Use Permit	Construction of a 792 SF addition to an existing accessory building, for a total of 1,752 SF of residential accessory buildings in the RL-10 zone.	Approved	N/A
2688 100th Street	Special Use Permit	Construction of a 1,200 SF addition to an existing accessory building, for a total of 2,800 SF of residential accessory buildings in the Ag-Business zone.	Approved	N/A
8735 East Paris Avenue	Special Use Permit	Construction of a 3,120 SF accessory building, for a total of 5,616 SF of residential accessory buildings in Ag-Res zone.	Approved	N/A

Development Name/Address	Request Type	Description	Planning Commission Action	Township Board Action
8190 Division Avenue	PUD Rezone and Site Plan Review	Brewer Park Apartments, mixed use retail and 191 apartments.	Approved	Approved
4490 60th Street	Site Plan Review	Alliance Beverage, 100,250 SF warehouse addition	Approved	N/A
6646 Paris Avenue	Special Use Permit	240 SF addition to an existing accessory building, for a total of 880 SF of residential accessory buildings	Approved	N/A
377 76th Street & 410 72nd Street	Site Plan Review	Pediatric Behavioral Health Center, construction of a 135,000 SF treatment facility	Approved	N/A
4645 100th Street	Special Use Permit	Request to conduct a home occupation (auto detailing) in the accessory building	Approved	N/A
2464 68th Street	Tentative Preliminary Plat	Hoffman Meadows Phase II, 55 single family lots in RL-10 zone.	Approved	Approved
7979 Kalamazoo Ave	Special Use Permit and Site Plan Review	South Christian High School, 22,000 square foot education wing addition.	Approved	N/A
1235 100th Street	Special Use Permit and Site Plan Review	Sikkema Equipment, requests approval of a SUP permit for Agricultural Services Business in the Ag-Res zone, and site plan review for a 1,900 SF office space building addition	Approved	N/A
7610 Division Ave	Rezone	From Heavy Industrial to General Commercial	Denied	Withdrawn
9050 Kalamazoo Ave	4:1 Ratio Waiver	46.5 Acres before split	Approved	N/A
9625 East Paris Avenue	Special Use Permit	Construction of a 1,000 SF addition to an existing 1,600 SF accessory building, for a total of 2,600 SF of residential accessory buildings.	Approved	N/A
6729 Hanna Lake Ave	Site Plan Review	Construction of a 12,400-square-foot expansion to the Dutton Christian School.	Approved	N/A

Table 3

Summary of eight application reviews completed by Township staff as administrative approvals.

Development Name/Address	Request Type	Description	Planning Staff Action
1200 60th St	Minor Site Plan Amendment	KCC: Addition of a connector drive and addition of six (6) parking spaces.	Approved
1545 68th St	Minor PUD Amendment	Corewell: Removal and replacement of the wall sign and internally lit monument sign.	Approved

Development Name/Address	Request Type	Description	Planning Staff Action
4500 68th St	Minor PUD Amendment	Amazon: site work at the exiting drive lane, flatwork, striping and fencing. Relocation of gates, bollards, non-light pole and cameras	Approved
4640 60th St	Minor PUD Amendment	Grooters Industrial: Replacement of deferred parking on previous site plan with eleven (11) tractor trailer parking spaces. Relocation of twenty-two (22) deferred parking to the north side of the building.	Approved
1103 84th St	Minor PUD Amendment	Cooks Crossing; Phase 4: Removal of one unit and widening of the units on the north side of Brickley Street. Multiple lot lines on the north side of Brickley Street adjusted.	Approved
1103 84th St	Minor PUD Amendment	Cooks Crossing; Phase 4: two garage buildings with six units each in front of Buildings TH 9 and TH 10 have been changed to four garage buildings with three units each.	Approved
1440 Eastport Dr	Minor PUD Amendment	Crossings Apartments: Pond Renovation	Approved
6188 Eastern Ave	Minor PUD Amendment	Woodfield East Apartments: construction of a 5,000 SF maintenance barn with lighting to illuminate the paved areas between buildings.	Approved

VARIANCES

Table 4 provides a summary of the variance requests in 2023.

Address	Variance Type	Description	Staff Recommendation	Action
1200 60th Street	Use	Variance for Signage	Approve with Condition	Approval
1200 60th Street	Dimensional	Variance for Signage	Deny	Denial
10664 Eastern Avenue	Dimensional	Front Setback for Accessory Building	Approve	Approval

ORDINANCE UPDATES

One text amendment to the Gaines Charter Township Zoning Ordinance was approved:

1. Zoning text amendment revised Sections 5.2, 6.2, 7.2, 8.2, 9.2, 19.9, 20.11, and 28.2 of the Gaines Charter Township Zoning Ordinance to allow for the use of child and adult daycares in the commercial and office zoning districts. Previously, daycares were not

permitted in the Neighborhood Commercial (C-1), General Commercial (C-2), or Office-Service (O-S) zoning districts.

2. Revisions to the Neighborhood and General Commercial zoning districts. Amended both to reflect Master Plan.

REZONINGS

Table 5 provides information on the six rezoning applications received in 2023. All were granted approval.

Development Name/Address	Description
34 Coleman	From R-3 to C-2
4149 & 4450 76 th St.	Steelcase rezoned from Ag/Rural-Res to Light Industrial
8190 Division	Brewer Park Apartments rezoned RL-10 & 14 to PUD
10287 Kalamazoo	Stoneco rezoned Ag/RR to PUD-Mineral Removal
25 Parcels	Rezoned 25 parcels along Division and in the Dutton area from General Commercial to Neighborhood Commercial.
1200 60 th Street	Conditionally Rezoned parcel from RL-10 to R-3 for Ashford Woods Project

Long-Range Planning Division

MASTER PLAN IMPLEMENTATION

A new Master Plan and Future Land Use Plan map was approved by the Township Board of Trustees in April. This new Master Plan integrated past area plans and introduced mixed use concepts that will help bring more flexibility and efficiency to land development. Several Village Center areas were identified; Dutton, 84th & Division, and the west side of Kalamazoo north of M-6. The recognition that the Township should be more efficient with housing led to the development of a Village Residential concept, which encourages smaller lots for single family homes and townhomes, sometimes integrated with neighborhood commercial.

Subsequently, a major effort was launched to “overhaul” the zoning ordinance, to bring it into alignment with the new Master Plan, bring it into concurrence with current law, eliminate redundancies, make it more user friendly, and to correct some conflicting language. Staff is hoping to have the ordinance updated by the spring of 2024.

Prior to the overall ordinance overhaul the Commercial zoning sections were updated independently, with some changes to Neighborhood Commercial to define it better as opposed to General Commercial, and bring in in line with the Master Plan.

Table 6 lists the proposed implementation tasks and their current status. Planning Department staff performed work on 4 of the 12 implementation steps laid out in the 2002 Master Plan.

Task	Status	Comments
Evaluate and Revise the Zoning Ordinance	Continued Action	Commercial zoning amended, overall ZO “overhaul” initiated.
Inventory Key Natural and Cultural Features	Approval	Board approved budget for a Natural Features Inventory to be carried out by Calvin College/Plaster Creek Stewards.
Develop A Program for Natural Buffers and Scenic Easements	No Action	
Develop Performance Standards for the PUD District	Continued Action	This will be part of the zoning ordinance overhaul
Prepare a Sub-Area Plan for the Dutton Village Area	Completed	This was accomplished as part of the 2008 Master Plan Update.
Prepare a Sub-Area Plan for the Cutlerville Village Center	Completed	The entire Division Corridor and Cutlerville area are subject to new zoning categories under the future land use plan and zoning ordinance update, creating opportunities for medium density housing, mixed-uses, and Neighborhood Commercial.
Prepare a Corridor Plan for Kalamazoo Avenue	Completed	The Kalamazoo Avenue/84 Street Subarea plan was passed by the Planning Commission in November 2015 and was approved by the Township Board in March 2016.
Establish Consistent Standards for Calculating Density	No Action	No formal action taken on this item. We have been consistent in measuring density using the net density approach, but with no formal standards.
Improve Public Understanding of Growth Management Benefits	No Action	The Department has not actively been pursuing this area.

Promote the Purchase of Development Rights	No Action	The Department has not actively been pursuing this area.
Promote Transfer of Development Rights	No Action	The Department has not actively been pursuing this area.
Improve Non-Motorized Transportation Network	No Action	Staff intends to pursue an update to the Non-Motorized Transportation Plan in 2025

PARKS & RECREATION

The five-year Gaines Charter Township Parks & Trails Plan is completed and was approved by the Township Board of Trustees in January of 2023. The committee continues to focus on the management of Prairie Wolf Park. Staff intends to pursue DNR grants to develop Codys Mill Park, and to look for opportunities to purchase open space lands as they become available.

Planning staff also applied for a second round SPARK grant through DNR to build a pavilion and make parking lot improvements in Prairie Wolf Park, but the grant was not awarded.

Code Enforcement Division

The Planning Department continued to use BS&A software to register and track code enforcement cases in 2022. Filed cases are those where a complaint has been received and registered in the software, and staff has completed a physical inspection of the property and contacted the property owner regarding a potential violation. Warning letters are sent and followed up with a second letter or Sherriff's Deputy site visit. Complaints that have no corresponding enforceable ordinance are not included (e.g., high grass or weeds).

Table 7 is a summary of the enforcement cases undertaken by planning staff.

Address	Category	Date Filed	Status
7390 Hammond Ave	Rubbish	01/27/2021	Civil Infraction Issued
7213 Regal Ave	Rubbish	08/19/2021	Court Order
8474 Division Ct	Rubbish	11/17/2021	Civil Infraction Issued
6141 E Paris Ave	Rubbish	05/05/2022	Case Closed
6065 E Paris Ave	Zoning Violation	06/21/2022	Final Warning Issued
48 Kenton St	Temp Storage Unit	07/05/2022	Final Warning Issued
8475 Trailblazer Dr	Rubbish	08/22/2022	Complaint Filed
9300 E Paris	Illegal Building	10/24/2022	Insp. Scheduled
6522 Nearpoint Dr	Dumpster and Trailer	12/01/2022	Case Closed
9247 Kalamazoo Ave	Illegal Sign	01/23/2023	Case Closed
2730 60 th St	Nuisance Parking	01/23/2023	Case Closed
7740 Division Ave	Zoning Violation	02/07/2023	Warning Issued
89 Cameron St	Temporary Dwelling	02/28/2023	Case Closed

1501 100 th St	Rubbish	03/01/2023	Case Closed
6728 Kalamazoo Ave	Sign	03/01/2023	Case Closed
475 Sundale Ct	Rubbish	03/08/2023	Case Closed
6867 Dutton Ave	Rubbish	04/21/2023	Case Closed
7052 Hammond Ave	Keeping of Animals	04/24/2023	Case Closed
2297 68 th St	Rubbish/ Fence	05/17/2023	Warning Issued
109 Brownell St	Recreational Vehicle	05/22/2023	Case Closed
6818 Cornerstone Dr	Sign	06/20/2023	Case Closed
6105 E Paris Ave	Zoning Violation	06/21/2023	Case Closed
610 72 nd St	Recreational Vehicle	06/23/2023	Case Closed
7222 Jewelbrooke Dr	Rubbish	06/23/2023	Warning Issued
7180 Eastern Ave	Noise	06/28/2023	Case Closed
97 Roth St	Rubbish	07/11/2023	Warning Issued
146 Fontenelle St	Rubbish	08/01/2023	Case Closed
51 76 th St	Outdoor Storage	08/10/2023	Case Closed
1719 Crescent Pointe	Commercial Vehicle	08/15/2023	Case Closed
6944 Madison Ave	Keeping of Animals	08/15/2023	Case Closed
6816 Linden Ave	Nuisance Parking	08/16/2023	Warning Issued
6864 Aleda Ave	Recreational Vehicle	08/16/2023	Case Closed
7016 Madison Ave	Recreational Vehicle	08/16/2023	Case Closed
461 Fontenelle St	Rubbish	08/16/2023	Case Closed
6825 E Paris Ave	Zoning Violation	08/17/2023	Case Closed
455 76 th St	Nuisance Parking	08/24/2023	Warning Issued
7001 Dutton Ave	Rubbish	08/24/2023	Case Closed
6711 Madison Ave	Rubbish	08/25/2023	Warning Issued
6671 Madison Ave	Rubbish	08/25/2023	Warning Issued
149 Coleman St	Keeping of Animals	08/28/2023	Case Closed
7488 Emerald Woods Dr	Keeping of Animals	08/31/2023	Case Closed
6949 Kalamazoo Ave	Keeping of Animals	09/12/2023	Case Closed
2861 84 th St	Zoning Violation	09/13/2023	Case Closed
7226 Division Ave	Nuisance Parking	09/15/2023	Case Closed
904 60 th St	Zoning Violation	09/15/2023	Case Closed
7800 Division Ave	Zoning Violation	09/25/2023	Warning Issued
1691 Crescent Pointe Dr	Sidewalk Repair	10/16/2023	Case Closed
6720 Eastern Ave	Keeping of Animals	11/13/2023	Case Closed
4645 100 th St	Zoning Violation	11/16/2023	Case Closed

Department Administration

PLANNING COMMISSION

Table 8 lists the members of the Planning Commission during 2023.

Member	3-Year Term Ends	Member Since	Officers
Connie Giarmo	December 2024	2008 (1991 – 2000)	Chairperson
Ronnie Rober	December 2026	2002	Vice-Chairperson
Lani Thomas	December 2025	2006	Secretary
Tim Haagsma	Township Trustee	2002, 1992- 1997	Member
Ryan Wiersema	December 2024	2022	Member
Talimma Billips	December 2025	2017	Member
Brad Waayenberg	December 2026	2018	Member

Table 9 illustrates the attendance at Planning Commission Meetings in 2023.

2023 Meeting Attendance							
	Billips	Wiersema	Haagsma	Giarmo	Rober	Thomas	Waayenberg
January	Present	Absent	Present	Present	Present	Present	Present
February	Present	Present	Absent	Present	Present	Present	Present
March	Absent	Present	Present	Absent	Present	Absent	Present
April 13	Present	Present	Present	Present	Present	Present	Present
April 27	Present	Present	Present	Present	Present	Present	Present
May	Present	Present	Present	Present	Present	Present	Present
June	Present	Present	Present	Present	Present	Present	Present
July 24	Absent	Present	Present	Present	Present	Absent	Present
July 27	Absent	Present	Absent	Present	Present	Present	Absent
August	Absent	Present	Present	Present	Absent	Present	Present
September	Present	Present	Present	Present	Present	Present	Present
October	Present	Present	Present	Absent	Present	Present	Present
November	Present	Present	Present	Present	Present	Present	Present
December	Present	Present	Present	Absent	Present	Present	Present
Absences	4	1	2	3	1	2	1

ZONING BOARD OF APPEALS

The Zoning Board of Appeals met on two occasions in 2023.

Table 10 lists the members of the Zoning Board of Appeals in 2023.

Member	3-Year Term Ends	Member Since	Officers
Tom Werkema	December 2026	2012	Chair
Ruth Ringnald	December 2024	2002	Vice Chair
Matt Kooiman	December 2026	2022	Member
James Peacock	December 2026	2018	Alternate
Don Hilton	December 2025	2018	Secretary
Ryan Wiersema	December 2025	2022	Member (PC Liaison)

Table 11 lists the meeting dates of the ZBA in 2023.

2023 Meeting Attendance						
	Werkema	Ringnald	Kooiman	Hilton	Peacock	Wiersema
February	Present	Present	Present	Present	Absent	Present
April	Present	Present	Present	Present	Present	Present
No. of Absences	0	0	1	0	1	0

DEPARTMENT PERSONNEL

Community Development Director Dan Wells has led planning efforts for the Township since taking office in March 2020. Natalie Davenport left the position of Assistant Planner in October, and the Planning Department hired Dakota Swan as the new Assistant Planner in December.

David Jirousek (Horizon Community Planning) continues to serve as the planning consultant that assists with plan reviews and is preparing an overhaul of the zoning ordinance which will be completed in spring of 2024. Jeff Gritter of Vriesman & Korhorn Civil Engineering continued to provide support and guidance to the Planning Department.

BUDGET

The Department is committed to providing work in the most efficient and cost-effective manner. The following Tables represent information related to recent and historical Department budgets.

Table 12 lists the adopted budgets for the Planning and Zoning Department for fiscal years 2018-2023 and also shows the Department's Budget as a percentage of the overall General Fund Budget.

	2018	2019	2020	2021	2022	2023
P/Z Budget	\$222,837	\$219,223	\$236,439	\$219,031	\$339,256	\$416,706
% of Gen. Fund	5.9%	5.2%	4.5%	4.4%	7.2%	12.0%

Table 13 presents the actual dollar amount spent in the fiscal years 2018 – 2023 and is also expressed as a percentage of the approved Planning and Zoning Department's Budget.

	2018	2019	2020	2021	2022	2023
Actual Expenditures	\$189,710	\$204,153	\$198,665	\$156,395	\$261,558	\$280,388
% of Budget	85.1%	93.1%	84%	71.4%	77.1%	67.3%