



8555 Kalamazoo Ave., SE
Caledonia, MI 49316

www.gainestownship.org

Phone: 616-698-6640
Fax: 616-698-2490

February 7, 2024

Gaines Township Board of Trustees
8555 Kalamazoo Ave SE
Caledonia, MI 49316

RE: February 12, 2024, Township Board Meeting

Township Board Members:

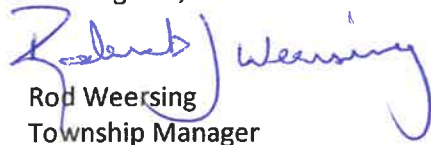
Greetings! I hope that all is well with you.

The agenda for the February 12, 2024, meeting is very manageable. There are no speakers and no public hearings scheduled for this meeting. You will see that the 2024 Road Closure Request for the Brian Diemer 5k has been submitted. There is also a request for the extension of a Metro Act Permit from KEPS Technologies, Inc. dba ACD.net. The Water/Sewer Committee has submitted two utility bill relief requests for you to consider.

The Planning Department has a few items for your consideration on this agenda as well. You will see that another Private Road Waiver has been requested for a road off 76th Street. There is also a request for a Plat Division on 68th Street. As you will probably recall, the Loretta View Private Road Waiver request is still on the table for consideration. Lastly, the Community Development Director has submitted the Planning Department 2023 Annual Report for you to consider adopting.

If you should have any questions about any of these items, please don't hesitate to reach out to me.

Best regards,


Rod Weersing
Township Manager



CHARTER TOWNSHIP OF GAINES
MEETING LOCATION: 8555 Kalamazoo Ave., SE, Caledonia, MI 49316
Township Board of Trustees Meeting
PRELIMINARY AGENDA
MONDAY – February 12, 2024
Time: 7:00 PM

- 1. Opening Prayer ~ Trustee Terpstra**
- 2. Pledge of Allegiance**
- 3. Call to Order and Attendance ~**
- 4. Declaration of Conflict of Interest**
- 5. Review of Consent Agenda ~ *items must be removed from the consent agenda in order to be discussed***
- 6. Approval of Agenda**
- 7. Communications ~ Informational items ~ *letters, reports, updates, etc.***
 - a. January 2024 Bldg. Dept Revenue Report**
 - b. W&S 2023 Billing Adjustments**
 - c. Community Policing Officer ~ January 2024 Report**
 - d. New Kent County Sheriff Deputies**
 - e. Cutlerville Fire January 2024 Run Report**
 - f. Dutton Fire January 2024 Run Report**
 - g. BCTV**
- 8. Scheduled Speakers**
- 9. Public Comments – *Public may speak regarding anything on the agenda which is NOT scheduled for a public hearing (comments limited to 3 minutes per speaker)***
- 10. Public Hearings: NONE**
- 11. Consent Agenda:**
 - a. Minutes:**
 - i. January 8, 2024**
 - ii. January 22, 2024**

b. Check Registers for month of January 2024

i. General Fund (101):	\$ 83,694.96
ii. Public Safety SAD (205):	\$ 81,262.03
iii. Building Inspections (549):	\$ 6,602.35
iv. Water and Sewer (590 & 591):	<u>\$472,218.98</u>
TOTAL OF ALL FUNDS:	\$643,778.32

c. Treasurer's Financial Report

1. November 2023 (revised)

2. December 2023

12. New Business

- a. Consider ~ Road Closure Request – 2024 Diemer 5K**
- b. Consider ~ KEPS Technologies, request to extend existing Metro Act contract**
- c. Consider ~ 1024 Harvester – Utility Bill Relief Request**
- d. Consider ~ 1359 Penncross - Utility Bill Relief Request**
- e. Consider ~76th Street Private Road Waiver Request**
- f. Consider ~ 559 68th Plat Division**
- g. Consider ~ Cooks Crossing Enclave Site Condominium**
- h. Consider ~Loretta View Private Road Waiver Request**
- i. Consider – Planning Department 2023 Annual Report**

13. Public Comments ~ *On any topic (comments limited to 3 minutes per speaker)*

14. Manager's Comments

15. Supervisor's Comments

16. Trustee's Comments

NEXT SCHEDULED BOARD OF TRUSTEES MEETING: March 11, 2024

ANY INTERESTED PERSONS ARE INVITED TO ATTEND AND PARTICIPATE IN ALL TOWNSHIP BOARD OF TRUSTEE MEETINGS. PERSONS WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS SHOULD CONTACT THE TOWNSHIP OFFICES ONE WEEK PRIOR TO THE MEETING TO REQUEST MOBILITY, VISUAL OR ANY OTHER ASSISTANCE.

****Preliminary Agenda – Subject to Change****

The contents of supporting documents (such as text, graphics, images, information, and references) are created and supplied by the author.



Revenue Breakdown Report

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02/01/2024

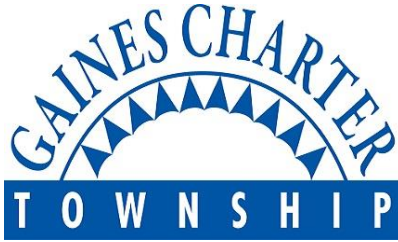
Filter: All Records, Transaction.DateToPostOn Between 1/1/2024 12:00:00 AM AND 1/31/2024 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	169	195,456.00
TOTAL	169	195,456.00

Record Type Totals		
Unit:	Records	Revenue
Name	2	85.00
Permit	167	195,371.00
UNIT TOTAL:	169	195,456.00

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	2	85.00
TOTAL:	2	85.00

Record Type: Permit	Records	Revenue
Building	29	167,344.00
Deck	2	260.00
Electrical	31	5,365.00
Furnace Replacement	4	395.00
Mechanical	62	8,700.00
Mobile Home Building	4	520.00
Plumbing	29	12,262.00
Residential Roofing	3	270.00
Water Heater Replacement	3	255.00
TOTAL:	167	195,371.00



MEMO

DATE: February 6, 2024
TO: Gaines Charter Township Board of Trustees
FROM: Tracy Lawrence, Water & Sewer Administrator
RE: 2023 Water & Sewer Utility Bill Relief Annual Report

SUMMARY:

The Water & Sewer Utility Bill Relief Policy was adopted on December 12, 2022. The Policy allows the Water & Sewer Administrator to grant bill relief up to \$500.00. Attached are the details of the 2023 bill adjustments that were provided to residents. The relief calculation and supporting documents were provided to the Township Manager for verification and approval then filed in a binder. They will also be reviewed by the auditors as is typical procedure during the annual audit. This report was provided to the Water & Sewer Advisory Committee at their most recent meeting.

2023 Water & Sewer Billing Adjustments

These billing adjustments were under the \$500 threshold for Board approval and were provided to the resident by the Water & Sewer Administrator.
All adjustments were reviewed by the Township Manager.

Date	Amount	Utility	Address	Reason
1/3/2023	\$3.82	Sewer	6878 Bonnie	Homeowner found outside spigot running. He believed it was damaged from falling icicles on his home. Water did not go into sewer system.
3/20/2023	\$63.48	Water & Sewer	635 79th St	Neighbor at 627 79th was slow to connect to water after well failed. A hose was ran from 635 to serve 627 so they could have water. Water & Sewer usage relief based on prior year usage for same billing qtr.
6/6/2023	\$97.19	Water & Sewer	1534 Fairwood Ct	Exchanged meter due to age. The new meter info was not entered on the account before the bill was calculated resulting in an incorrect bill calculation.
9/19/2023	\$234.50	Sewer	6935 Brownell	Pool liner developed a hole resulting in a loss of water in the pool of an inch or more per day. Homeowner refilled pool until it was repaired. Water did not go into sewer system.
11/2/2023	\$48.64	Sewer	7333 Brooklyn	The sewer usage rate was changed to the full rate before the irrigation meter was entered on the account. The usage for the billing should have been billed at the reduced rate, not the full rate.
12/18/2023	\$22.39	Water & Sewer	6451 Hartman	Refund check from 12/6/22 from overpayment when homeowner moved out of township was never cashed. After multiple attempts to contact homeowner, the refund was written off.



Michelle LaJoye-Young
SHERIFF

Bryan Muir
UNDERSHERIFF

JANUARY 2024 GAINES TOWNSHIP CP REPORT

COMPLETED

- Worked with Woodfield Management on a resident shooting off their balcony
- Worked with a resident on a concealed weapon issue
- Assisted our Detective Bureau on a child death investigation
- Assisted Homeland Security and KCSO Tact Team on apprehending a bomb threat subject on 92nd St
- Worked with Legacy Christians Administrator on some Active Shooter policy changes
- Dealt with a 911 hang up issue at South Christian
- Working with management from Green Meadow MHP on a problem tenant
- Worked with a tenant on Dutton Ave about a speed issue
- Assisted our Detective Bureau on a search warrant in Woodfield
- Multiple patrols of Rapids Dr and work with Steelcase on barricades
- Assisted the school resource officer for Kentwood Public Schools on a shooting threats complaint
- Worked with Red Water Fitness and Kindercare on 68th in reference to some ongoing larceny complaints
- Had numerous dealings with an ongoing neighbor issue on Fontenelle
- Looked into a commercial parking issue on Bonnie for Dan Wells
- Gave an Active Shooter response presentation to staff at Legacy Christian
- Dealt with a neighbor issue on Preserve Circle
- Responded to a rollover crash on 100th east of Kalamazoo
- Responded to a suspicious person complaint on Firestone Dr



- Attended the Township Department Head meeting
- Assisted on a 4-car crash on Kalamazoo at Eastport
- Assisted Rod with a snow-covered fire hydrant issue on Division
- Worked with a property owner on Campus Park to get rid of a tenant that has been involved in some area shootings
- Worked with Commonwealth Health on 68th St on some Fire department call issues
- Dealt with an abandoned vehicle for Dan Wells on Lurie St
- Dealt with a parking issue on Division Ct
- Dealt with an abandoned vehicle for Dan Wells on Thornburst Ct
- Responded to a blocking injury crash on Eastern at 60th
- Dealt with a home business issue on 66th St
- Responded to a shooting on Woodfield Dr
- Assisted on arresting an attempted homicide suspect 60th / Division
- Several days of speed enforcement on 68th St. (made several stops)
- Assisted on a loose K9 Sundale / 72nd
- Held a Stevens Pointe Neighborhood watch meeting
- Worked on an ongoing domestic issue on Woodfield Place with management

ONGOING / UPCOMING

- Continued patrols as time allows on Rapids Dr
- Follow up on some of the 48hr abandoned vehicles



Gaines Township



Deputy Doug Elliot

Dayshift | 0500 - 1700

Car Number: 4113

Deputy Megan Forman

Dayshift | 0500 - 1700

Car Number: 4113



Deputy Eric Winsor

Dayshift | 0700 - 1900

Car Number: 4211

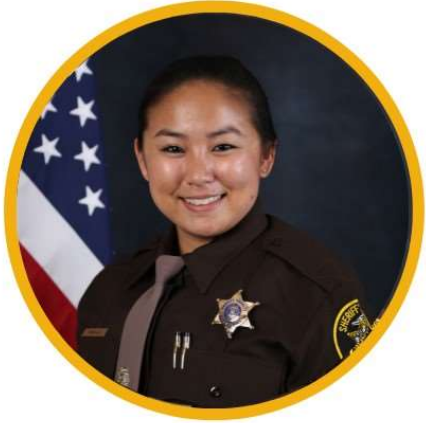
Deputy Tim Dykgraaf

Dayshift | 0700 - 1900

Car Number: 4211



Gaines Township



Deputy Sydney Bogard

Nightshift | 1700- 0500

Car Number: 4313

Deputy Shawn Marschall

Nightshift | 1700 - 0500

Car Number: 4313



Deputy Lilian Driesenga

Powershift | 1200 - 0000

Car Number: 4509

Deputy Robert Vanderhoff

Powershift | 1200 -0000

Car Number: 4509



Incidents by Category and Month

Jan 01, 2023 12:00 AM to Feb 06, 2024 02:18 PM



Incident Type Category	2024		2024		2023		YTD % Change
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	6	1	7	3%	3	1%	133.33%
3 - Rescue & Emergency Medical Service Incident	153	30	183	71%	150	71%	22%
4 - Hazardous Condition (No Fire)	9	0	9	4%	3	1%	200%
5 - Service Call	3	0	3	1%	4	2%	-25%
6 - Good Intent Call	27	3	30	12%	30	14%	0%
7 - False Alarm & False Call	16	6	22	9%	19	9%	15.79%
9 - Special Incident Type	2	0	2	1%	3	1%	-33.33%
Grand Total	216	40	256	100%	212	100%	20.75%

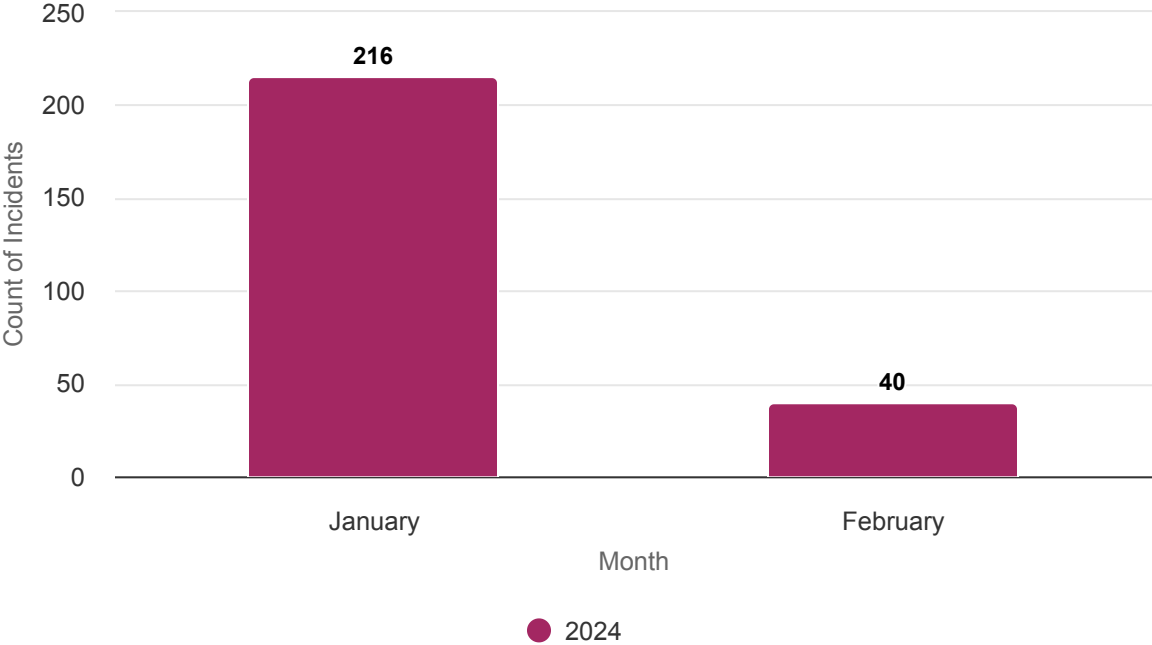
Incidents by District/Zone

Jan 01, 2023 12:00 AM to Feb 06, 2024 02:17 PM

District/Zone	2024		2024		2023		YTD % Change
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
B1U - Byron Township	8	0	8	3%	7	3%	14.29%
B2U - Byron Township	21	7	28	11%	31	15%	-9.68%
B3U - Byron Township	10	3	13	5%	16	8%	-18.75%
B4U - Byron Township	34	9	43	17%	21	10%	104.76%
B5S - Byron Township	0	0	0	0%	2	1%	-100%
B6S - Byron Township	13	3	16	6%	12	6%	33.33%
B7R - Byron Township	2	1	3	1%	0	0%	N/A
B8R - Byron Township	1	0	1	0%	1	0%	0%
Byron Township Fire	5	0	5	2%	0	0%	N/A
Dutton Fire Department	8	0	8	3%	1	0%	700%
G1U - Gaines Township	35	3	38	15%	40	19%	-5%
G2S - Gaines Township	19	4	23	9%	25	12%	-8%
G3U - Gaines Township	34	6	40	16%	24	11%	66.67%
G4S - Gaines Township	4	2	6	2%	2	1%	200%
G5S - Gaines Township	11	1	12	5%	15	7%	-20%
G6S - Gaines Township	3	0	3	1%	6	3%	-50%
G7R - Gaines Township	2	0	2	1%	2	1%	0%
G8R - Gaines Township	2	0	2	1%	1	0%	100%
Kentwood	2	1	3	1%	4	2%	-25%
Wyoming	2	0	2	1%	2	1%	0%
Grand Total	216	40	256	100%	212	100%	20.75%

Incidents by Month

Jan 01, 2024 to Dec 31, 2024



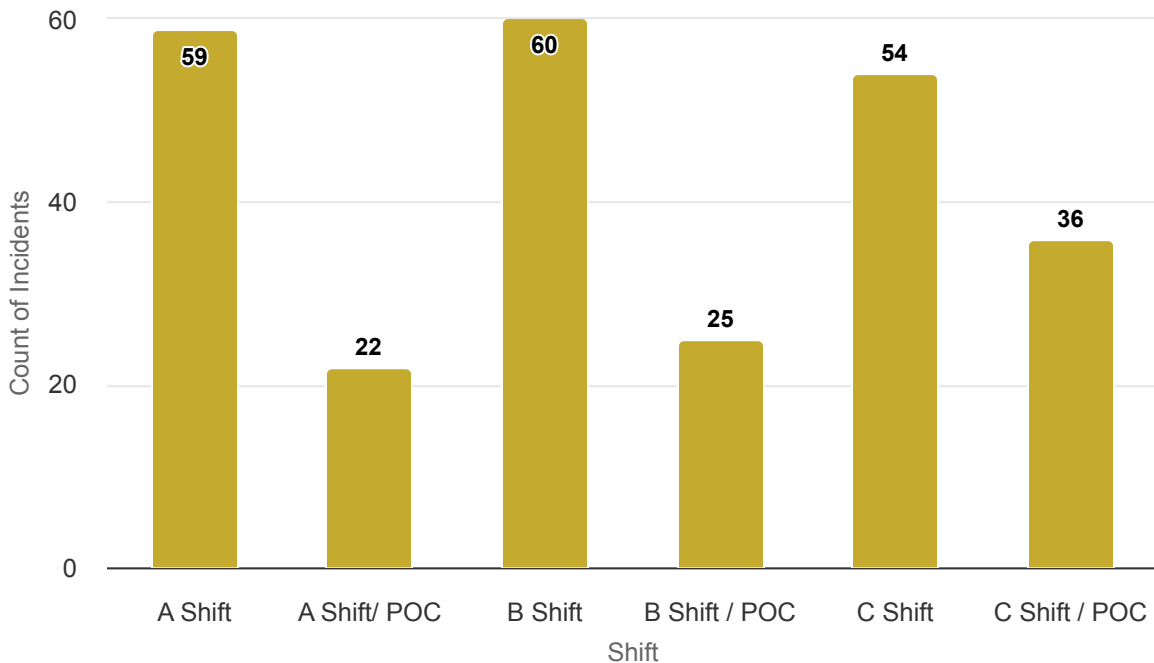
Jan 01, 2024 to Dec 31, 2024

Jan 01, 2024 to Dec 31, 2024

Day of Week

Incidents by Shift

Jan 01, 2024 to Dec 31, 2024



Aid Given and Received Summary

Jan 01, 2024 to Dec 31, 2024



Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Byron Township Fire Department	1	0%	1	0%	0	0%	6	0%
City of Kentwood Fire Department	0	0%	2	0%	0	0%	2	0%
City of Wyoming Fire Department	1	0%	1	0%	0	0%	0	0%
Cutlerville Fire Department	0	0%	0	0%	0	0%	1	0%
Dutton Fire Department	2	0%	1	0%	6	100%	9	0%
Overall	4	100%	5	100%	6	100%	18	100%

Calls in Progress

Jan 01, 2024 12:00 AM to Dec 31, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	229	44.64%	789.62	90.06%
1 Call In Progress	254	49.51%	81.05	9.24%
2 Calls In Progress	28	5.46%	5.82	0.66%
3 Calls In Progress	2	0.39%	0.28	0.03%
Totals	513	100%	876.77	100%

Incidents by Category and Month

Jan 01, 2023 12:00 AM to Feb 06, 2024 02:26 PM



Incident Type Category	2024		2024		2023		YTD % Change
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	5	1	6	6%	3	4%	100%
3 - Rescue & Emergency Medical Service Incident	63	5	68	63%	48	62%	41.67%
4 - Hazardous Condition (No Fire)	7	1	8	7%	1	1%	700%
5 - Service Call	5	0	5	5%	4	5%	25%
6 - Good Intent Call	6	2	8	7%	11	14%	-27.27%
7 - False Alarm & False Call	13	0	13	12%	11	14%	18.18%
Grand Total	99	9	108	100%	78	100%	38.46%

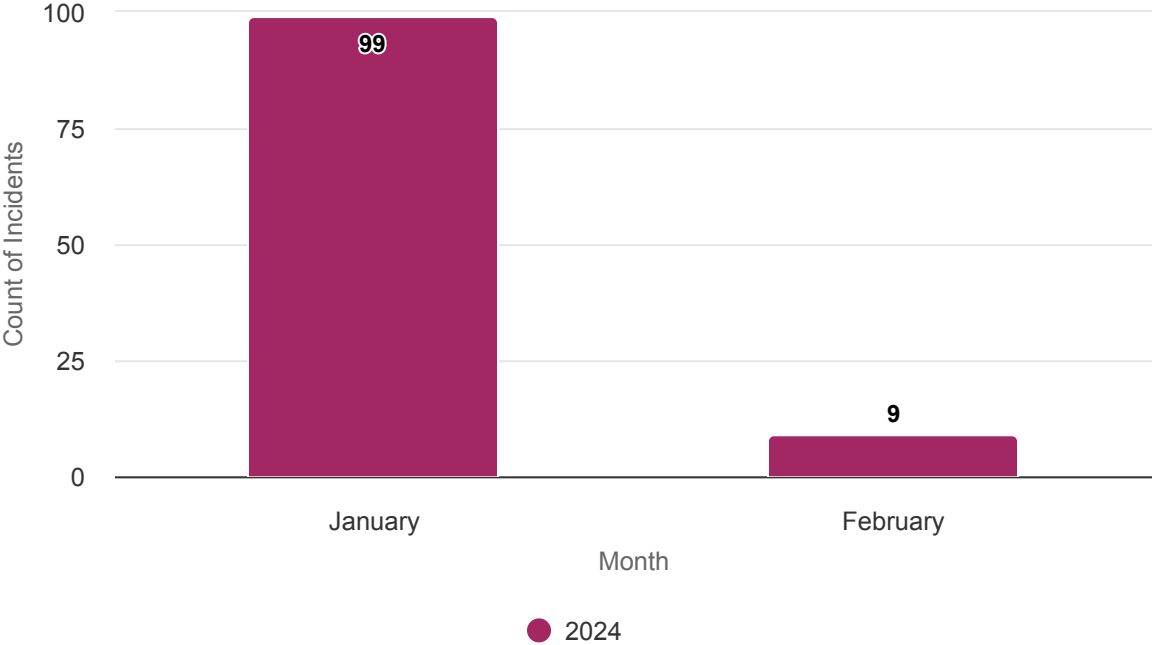
Incidents by District/Zone

Jan 01, 2023 12:00 AM to Feb 06, 2024 02:26 PM

District/Zone	2024		2024		2023		YTD % Change
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Caledonia Township	3	0	3	3%	2	3%	50%
Cutlerville - Byron Township	1	1	2	2%	2	3%	0%
Cutlerville - Gaines Township	13	1	14	13%	7	9%	100%
Kentwood	2	0	2	2%	3	4%	-33.33%
Leighton Township	0	0	0	0%	1	1%	-100%
Zone 01S - Dutton	2	0	2	2%	3	4%	-33.33%
Zone 02S - Dutton	14	2	16	15%	11	14%	45.45%
Zone 03S - Dutton	6	0	6	6%	6	8%	0%
Zone 04S - Dutton	21	3	24	22%	15	19%	60%
Zone 05S - Dutton	8	0	8	7%	0	0%	N/A
Zone 06S - Dutton	4	1	5	5%	4	5%	25%
Zone 07S - Dutton	4	0	4	4%	6	8%	-33.33%
Zone 08S - Dutton	5	0	5	5%	4	5%	25%
Zone 09S - Dutton	4	0	4	4%	8	10%	-50%
Zone 11R - Dutton	1	0	1	1%	0	0%	N/A
Zone 12R - Dutton	1	0	1	1%	0	0%	N/A
Zone 13R - Dutton	0	0	0	0%	2	3%	-100%
Zone 14R - Dutton	2	0	2	2%	0	0%	N/A
Zone 15R - Dutton	1	0	1	1%	0	0%	N/A
Zone 16R - Dutton	1	0	1	1%	0	0%	N/A
Zone 18R - Dutton	3	0	3	3%	0	0%	N/A
Zone 19R - Dutton	0	0	0	0%	3	4%	-100%
Zone 20R - Dutton	1	1	2	2%	1	1%	100%
Zone 22R - Dutton	2	0	2	2%	0	0%	N/A
Grand Total	99	9	108	100%	78	100%	38.46%

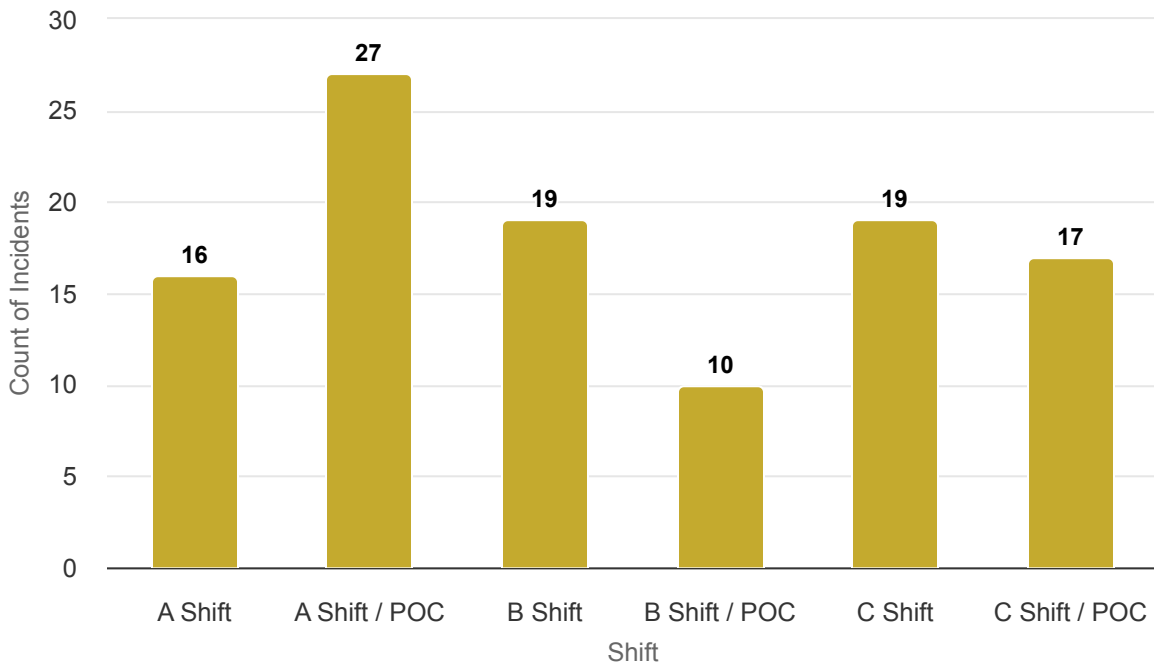
Incidents by Month

Jan 01, 2024 to Dec 31, 2024



Incidents by Shift

Jan 01, 2024 to Dec 31, 2024



Incidents by Day and Hour

Jan 01, 2024 to Dec 31, 2024

Day of Week	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0
Monday	1	1	1	0	0	0	0	1	0	2	0	1	3	1	1	1	0	0	0	0	2	1	2	0
Tuesday	0	0	0	0	0	0	0	1	0	0	3	3	1	0	3	1	1	1	2	3	2	1	0	0
Wednesday	0	0	0	0	0	1	1	3	1	0	1	1	3	2	1	2	2	2	1	1	0	0	1	1
Thursday	0	0	0	0	0	0	0	1	0	1	1	1	0	1	0	1	1	2	1	0	1	0	0	1
Friday	0	0	0	1	0	1	1	0	0	2	2	2	0	1	0	0	0	3	1	1	1	0	0	2
Saturday	0	2	0	0	0	0	1	0	1	0	0	1	2	1	0	2	1	0	0	0	1	0	0	0

Aid Given and Received Summary

Jan 01, 2024 to Dec 31, 2024

Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Caledonia Township Fire Department	2	0%	1	0%	1	0%	1	0%
City of Kentwood Fire Department	2	0%	2	0%	0	0%	0	0%
Cutlerville Fire Department	1	0%	2	0%	10	0%	6	0%
Overall	5	100%	5	100%	11	100%	7	100%

Calls in Progress

Jan 01, 2024 12:00 AM to Dec 31, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	100	46.08%	816.15	94.62%
1 Call In Progress	108	49.77%	44.76	5.19%
2 Calls In Progress	9	4.15%	1.65	0.19%
Totals	217	100%	862.56	100%



MEMO

Staff Communication-Action Required

DATE: February 7, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: BCTV PEG Fee Contribution

SUMMARY OF TOPIC:

BCTV submitted the attached letter thanking the Township for the increased contribution that they will be receiving in 2024. BCTV will receive all PEG (Public, Education, and Government) Fees that are collected from cable TV providers in the Township. They offer the only program that is eligible for these funds that provides service within the Township.

BUDGET ACTION REQUIRED:

NONE.

STAFF RECOMMENDATION:

No action is needed currently.



8500 Burlingame Ave. SW / Byron Center / MI / 49519
616 878-6781 / www.byrontv.com

January 31st, 2024

Gaines Charter Township Board Members:

We wanted to extend a heartfelt thank you for the recent increase in your contribution to BCTV. This increase is very important to us. With the costs of employment rising, every additional penny is meaningful. Your faithful financial contributions over the years have allowed us to provide quality programming for the community and also continue to expand the scope of what we cover.

Your generous contributions are an integral part of that. So, once again, from all of us at BCTV, thank you.

Julie Heise-VanderLaan
BCTV Station Manager

Patrick Vidro
BCTV Assistant Station Manager

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR 7:00 PM MEETING
JANUARY 08, 2024**

Present: Supervisor DeWard, Clerk Brew, Treasurer Lemke, Trustees Fryling, Terpstra, VanderStel

Absent with notice: Trustee Haagsma

Opening prayer was given by Board Member Fryling and the Pledge of Allegiance was recited

1. The meeting was called to order at 7:01 p.m. by Board Member DeWard.

2. Question of Conflict of Interest

None

3. Review of the Consent Agenda.

None

4. Meeting Agenda

Motion by Board Member Lemke and seconded by Board Member Vander Stel to approve the proposed agenda.

VOICE VOTE: 6 Aye. 0 Nay. Motion carried on voice vote.

5. Communications ~ Non-action Informational Items

- a) December 2023 Building Department Revenue Report
- b) December 2023 Dutton Fire Run Report
- c) December 2023 Cutlerville Fire Run Report
- d) December 2023 Community Police Officer's Report
- e) 2023 Annual Building Department Revenue Report
- f) Clerk's Department ~ Additional Responsibilities

6. Scheduled Speakers

None.

7. Recognition of Individuals and/or Delegations for agenda and non-agenda items.

Three township residents spoke on the private road waiver for Loretta View agenda item.

8. Public Hearings

None.

9. Approval of the Consent Agenda

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to approve the Consent agenda, including the December 11, 2023 7:00 pm Township Board meeting minutes; General

fund expenditures from 12/1/2023 through 12/31/2023 totaling \$310,755.11; Public Safety Special Assessment District expenditures totaling \$274,605.00; Building inspections totaling \$16,222.48; Water fund expenditures \$415,502.78 and sewer fund expenditures \$594,169.10; and Treasurer's report.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Lemke - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried.

10. New Business

A. Loretta View Road Waiver Request

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to approve the Loretta View Road Waiver Request.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Lemke - yes, Board Member Fryling - no, Board Member DeWard - no, Board Member Brew - no. Motion failed.

Motion by Board Member Fryling and seconded by Board Member Terpstra to table the Loretta View Road Waiver Request.

ROLL CALL VOTE: Board Member Fryling - yes, Board Member Terpstra - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Lemke - yes. Motion carried.

B. R3 Zoning Text Amendment

Motion by Board Member Vander Stel and seconded by Board Member Lemke to send the R3 Zoning Text Amendment back to the Planning Commission as requested by the Community Development Director.

VOICE VOTE: 6 Aye. 0 Nay. Motion carried on voice vote.

C. Orion Construction Early Start Request

Motion by Board Member Lemke and seconded by Board Member Terpstra to approve an early start by Orion Construction to its 60th Street Townhouse development upon meeting the seven conditions outlined by the Township engineer in the request.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Fryling - yes. Motion carried.

D. Resolution to Establish an Early Voting Polling Location

Motion by Board Member Vander Stel and seconded by Board Member Fryling to approve the resolution establishing an early voting polling location at 8555 Kalamazoo Avenue SE in the lower level of the Gaines Township Hall.

ROLL CALL VOTE: Board Member Vander Stel - yes, Board Member Fryling - yes, Board Member Brew - yes, Board Member Terpstra - yes, Board Member Lemke - yes, Board Member DeWard - yes. Motion carried.

E. Establish Deputy Treasurer's Wage

Motion by Board Member Lemke and seconded by Board Member Terpstra to establish the beginning wage of \$26.00 per hour for the new Deputy Treasurer.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried.

F. Making Fire Inspector a Full-time Position

Motion by Board Member Lemke seconded by Board Member Vander Stel to approve hiring a full-time Fire Inspector for Gaines Charter Township.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Vander Stel – yes, Board Member Terpstra - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried.

11. Public Comments

None.

12. Manager's comments

Lani Thomas has tendered her resignation for the Parks and Trails Committee.

The Administrative Assistant position for the Building Department is posted on the Township website.

13. Supervisor's comments.

None

14. Trustees comments

A discussion of the MAMC memo about additional responsibilities and costs on the Clerk's Department due to election related legislation.

Rod Weersing's year review is being assembled.

The large pothole in the parking lot was discussed.

The Kent County Sheriff has begun preliminary work on an additional officer for Gaines Township.

15. Adjournment

Supervisor DeWard adjourned the meeting at 08:54 p.m.

Michael Brew, Clerk

Robert DeWard, Supervisor

DRAFT

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR 5:30 PM MEETING
JANUARY 22, 2024**

Present: Supervisor DeWard, Clerk Brew, Treasurer Lemke, Trustees Fryling, Haagsma, VanderStel

Absent with notice: Trustees Terpstra, Fryling

Opening prayer was given by Board Member DeWard and the Pledge of Allegiance was recited

1. The meeting was called to order at 5:32 p.m. by Board Member DeWard.

2. Question of Conflict of Interest

None

3. Review of the Agenda.

Adding to the agenda printed copy 8b (herein 7b) Loretta View Road Waiver Request

4. Meeting Agenda

Motion by Board Member Vander Stel and seconded by Board Member Haagsma to approve the proposed amended agenda.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

5. Recognition of Individuals and/or Delegations for agenda and non-agenda items.

None

6. Public Hearings

None

7. New Business

A. SWITCH Private Road Waiver Request

Motion by Board Member Haagsma and seconded by Board Member Lemke to approve the SWITCH Private Road Waiver Request.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Lemke - yes, Board Member DeWard - yes, Board Member Vander Stel - yes, Board Member Brew - yes. Motion carried.

B. Loretta View Road Waiver Request

Motion by Board Member Vander Stel and seconded by Board Member Haagsma to remove Loretta View Road Waiver Request from the table.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

Motion by Board Member Vander Stel and seconded by Board Member Haagsma to place Loretta View Road Waiver Request on the table until February 12, 2024.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

8. Public Comments

None.

9. Manager's comments

None

10. Supervisor's comments.

None

11. Trustees comments

None

12. Adjournment

Motion by Board Member Haagsma and seconded by Board Member Vander Stel to adjourn at 5:46 pm.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

Michael Brew, Clerk

Robert DeWard, Supervisor

02/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2024 - 01/31/2024

Check Date	Bank	Check #	Payee	Description	Amount
01/05/2024	GEN 2	33153	123.NET	TWP	251.50
01/05/2024	GEN 2	33154#	AMAZON CAPITAL SERVICES	STICKY NOTES DESK CALENDAR	83.50
01/05/2024	GEN 2	33154	AMAZON CAPITAL SERVICES	STORAGE TOTES,BINDERS,BATTERIES,SHEET PROTEC	253.14
01/05/2024	GEN 2	33154	AMAZON CAPITAL SERVICES	CUBICLE CLIPS,	19.98
01/05/2024	GEN 2	33154	AMAZON CAPITAL SERVICES	BOOKSHELF	149.99
				CHECK GEN 2 33154 TOTAL FOR FUND 101:	506.61
01/05/2024	GEN 2	33155	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2024	4,206.10
01/05/2024	GEN 2	33158	CHARTER COMMUNICATIONS	TELECOMMUNICATIONS	264.95
01/05/2024	GEN 2	33159	CONSUMERS ENERGY	ELECTRIC	29.24
01/05/2024	GEN 2	33159	CONSUMERS ENERGY	ELECTRIC	39.06
				CHECK GEN 2 33159 TOTAL FOR FUND 101:	68.30
01/05/2024	GEN 2	33160#	FIRST BANKCARD CENTER	DECK SQUARE,DECK PICK,CLEANING SUPPLIES	26.47
01/05/2024	GEN 2	33160	FIRST BANKCARD CENTER	DECK SQUARE,DECK PICK,CLEANING SUPPLIES	144.91
				CHECK GEN 2 33160 TOTAL FOR FUND 101:	171.38

01/05/2024	GEN 2	33161#	FIRST BANKCARD CENTER	CONFERENCE,ELECTION SUPPLIES,ELECTION FURNIT	604.80
01/05/2024	GEN 2	33161	FIRST BANKCARD CENTER	CONFERENCE,ELECTION SUPPLIES,ELECTION FURNIT	260.13
01/05/2024	GEN 2	33161	FIRST BANKCARD CENTER	CONFERENCE,ELECTION SUPPLIES,ELECTION FURNIT	293.28
01/05/2024	GEN 2	33161	FIRST BANKCARD CENTER	CONFERENCE,ELECTION SUPPLIES,ELECTION FURNIT	248.14
				CHECK GEN 2 33161 TOTAL FOR FUND 101:	1,406.35
01/05/2024	GEN 2	33162#	FIRST BANKCARD CENTER	PRINTER AND COPY PAPER,DEPTUTY TREAS., WATEF	399.02
01/05/2024	GEN 2	33162	FIRST BANKCARD CENTER	PRINTER AND COPY PAPER,DEPTUTY TREAS., WATEF	7.98
01/05/2024	GEN 2	33162	FIRST BANKCARD CENTER	PRINTER AND COPY PAPER,DEPTUTY TREAS., WATEF	238.45
				CHECK GEN 2 33162 TOTAL FOR FUND 101:	645.45
01/05/2024	GEN 2	33163	FIRST BANKCARD CENTER	MEMBERSHIP DUES	532.14
01/05/2024	GEN 2	33167#	JACK'S LAWN & SNOWPLOWING, INC	FALL CLEAN UP, SNOW FENCE	230.00
01/05/2024	GEN 2	33167	JACK'S LAWN & SNOWPLOWING, INC	POLICING	690.04
01/05/2024	GEN 2	33167	JACK'S LAWN & SNOWPLOWING, INC	TWP	2,062.38
01/05/2024	GEN 2	33167	JACK'S LAWN & SNOWPLOWING, INC	DUTTON CEMETERY	285.71
01/05/2024	GEN 2	33167	JACK'S LAWN & SNOWPLOWING, INC	LIBRARY	1,030.81
				CHECK GEN 2 33167 TOTAL FOR FUND 101:	4,298.94
01/05/2024	GEN 2	33168	JAMES ZENAS	MILEAGE	51.09
01/05/2024	GEN 2	33170#	LAIR INVESTIGATIONS	BACKGROUND CHECK	170.00
01/05/2024	GEN 2	33170	LAIR INVESTIGATIONS	BACKGROUND CHECK	170.00
				CHECK GEN 2 33170 TOTAL FOR FUND 101:	340.00
01/05/2024	GEN 2	33171	LAMPHEAR SERVICE COMPANY INC	REPLACE ZONE VALVE SABOVE KITCHEN	977.50
01/05/2024	GEN 2	33171	LAMPHEAR SERVICE COMPANY INC	REPLACE ZONE VALVE SABOVE KITCHEN	(50.00)
				CHECK GEN 2 33171 TOTAL FOR FUND 101:	927.50

01/05/2024	GEN 2	33172	LAURIE LEMKE	MILEAGE AND OFFICE SUPPLIES	29.66
01/05/2024	GEN 2	33172	LAURIE LEMKE	MILEAGE AND OFFICE SUPPLIES	127.50
				CHECK GEN 2 33172 TOTAL FOR FUND 101:	157.16
01/05/2024	GEN 2	33174#	MEYERS CLEANING SERVICE INC	GENERAL CLEANING,STRIP AND WAX FLOORS	2,731.00
01/05/2024	GEN 2	33174	MEYERS CLEANING SERVICE INC	GENERAL CLEANING,STRIP AND WAX FLOORS	1,196.00
				CHECK GEN 2 33174 TOTAL FOR FUND 101:	3,927.00
01/05/2024	GEN 2	33175	MI MUNICIPAL TREASURER'S ASSOC	MEMBERSHIP RENEWAL	198.00
01/05/2024	GEN 2	33177	PLUMMERS DISPOSAL SERVICE	PT AND TRASH CART	299.00
01/05/2024	GEN 2	33182	WEST MICHIGAN DOCUMENT SHREDDING LL	SHREDDING	40.00
01/12/2024	GEN 2	33185#	AMAZON CAPITAL SERVICES	CABLE, USB C PORT CAMERA	12.98
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	ROCKING CHAIR	137.19
				CHECK GEN 2 33185 TOTAL FOR FUND 101:	150.17
01/12/2024	GEN 2	33186#	ARROWASTE INC	TRASH REMOVAL, MONTHLY CHARGE,EXTRA 3YD FC	369.47
01/12/2024	GEN 2	33186	ARROWASTE INC	MONTHLY CHARGE TRASH REMOVAL	63.80
01/12/2024	GEN 2	33186	ARROWASTE INC	TRASH REMOVAL, MONTHLY CHARGE	80.80
				CHECK GEN 2 33186 TOTAL FOR FUND 101:	514.07
01/12/2024	GEN 2	33188	CENTEC CAST METAL PRODUCTS	BRONZE MARKER U.S. VETERAN, MARKER STAKE	1,269.94

01/12/2024	GEN 2	33189	CONSUMERS ENERGY	ELECTRIC	1,805.64
01/12/2024	GEN 2	33189	CONSUMERS ENERGY	STREET LIGHTS/ELECTRIC	13,032.29
01/12/2024	GEN 2	33189	CONSUMERS ENERGY	ELECTRIC	114.39
01/12/2024	GEN 2	33189	CONSUMERS ENERGY	ELECTRIC	122.59
01/12/2024	GEN 2	33189	CONSUMERS ENERGY	ELECTRIC	139.96
				CHECK GEN 2 33189 TOTAL FOR FUND 101:	15,214.87
01/12/2024	GEN 2	33192	ELECTION SOURCE	MAINTENACE CONTRACT	10,330.00
01/12/2024	GEN 2	33193	FIRST BANKCARD CENTER	FUEL AND PLY WOOD	176.90
01/12/2024	GEN 2	33194	GFL ENVIRONMENTAL	LEAF PICK UP	920.00
01/12/2024	GEN 2	33195	GREATAMERICA FINANCIAL SERVICES	COPIERS	917.00
01/12/2024	GEN 2	33196	HORIZON COMMUNITY PLANNING LLC	ZONING CODE UPDATE, PLAN REVIEW FOR 1160 76"	3,218.75
01/12/2024	GEN 2	33197	INTERURBAN TRANSIT PARTNERSHIP	CONTRACT SERVICE FOR : JANUARY 2024	671.14
01/12/2024	GEN 2	33197	INTERURBAN TRANSIT PARTNERSHIP	CONTACT SERVICE-JANUARY 2024	3,278.64
				CHECK GEN 2 33197 TOTAL FOR FUND 101:	3,949.78
01/12/2024	GEN 2	33198	JND SNOWPLOWING INC	SNOWPLOWING	2,357.14
01/12/2024	GEN 2	33203	PITNEY BOWES RESERVE ACCOUNT	FILL MACHINE WITH POSTAGE	6,000.00

01/12/2024	GEN 2	33204#	ROD WEERSING	MILEAGE	41.27
01/12/2024	GEN 2	33204	ROD WEERSING	MILEAGE	115.28
01/12/2024	GEN 2	33204	ROD WEERSING	MILEAGE	69.43
01/12/2024	GEN 2	33204	ROD WEERSING	PHONE	75.00
			CHECK GEN 2 33204 TOTAL FOR FUND 101:		300.98
01/12/2024	GEN 2	33206#	T-MOBILE	TELECOMMUNICATIONS	21.60
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	43.20
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	21.60
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	51.17
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	155.22
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	21.60
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	43.20
			CHECK GEN 2 33206 TOTAL FOR FUND 101:		357.59
01/22/2024	GEN 2	33207	ACCIDENT FUND	WORKMANS COMP. INSURANCE	2,230.96
01/22/2024	GEN 2	33208	ALL STAR PRINTING COMPANY	500 MAILNG LABLES	140.00
01/22/2024	GEN 2	33209#	AMAZON CAPITAL SERVICES	HEADPHONES	19.99
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	MONITOR (3)	101.00
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	CABLE,WALL BRACKET	19.88
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	USB CABLE	32.29
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	DYMO LABEL WRITER,PRINTER, LABELS, SHARPIES, F	250.14
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	MONITOR (3)	202.00
			CHECK GEN 2 33209 TOTAL FOR FUND 101:		625.30

01/22/2024	GEN 2	33211#	DELTA DENTAL	DENTAL	114.61
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	173.95
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	268.30
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	39.80
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	208.96
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	39.80
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	134.15
				CHECK GEN 2 33211 TOTAL FOR FUND 101:	979.57
01/22/2024	GEN 2	33212	FIRST UNUM LIFE INSURANCE COMPANY	LONG AND SHORT TERM	1,295.33
01/22/2024	GEN 2	33213	GORDON WATER	5 GAL WATER DELIVERED (4) , AND COOLER RENT	37.59
01/22/2024	GEN 2	33214	INTEGRITY OFFICE	NAMETAG	16.00
01/22/2024	GEN 2	33215#	IPM SERVICES	PEST	42.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	42.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	42.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
				CHECK GEN 2 33215 TOTAL FOR FUND 101:	201.00
01/22/2024	GEN 2	33217	MEDMUTUAL LIFE	INSURANCE	483.92
01/22/2024	GEN 2	33219	MICHIGAN DEPT OF ENVMT, GL, ENERGY	WATER SUPPLY ANNUAL FEE	171.92
01/22/2024	GEN 2	33221	PITNEY BOWES PURCHASE POWER	ELECTION POSTAGE	108.23

01/22/2024	GEN 2	33222	PLUMMERS DISPOSAL SERVICE	WHEELCHAIR UNIT, TRASH CART RENTAL	299.00
01/22/2024	GEN 2	33226	TOTAL FIRE PROTECTION	EMERGENCY CALL FOR PUMP	429.75
01/26/2024	GEN 2	101(E)	BLUE CROSS HSA	HEALTH INSURANCE	364.76
01/26/2024	GEN 2	33227#	AMAZON CAPITAL SERVICES	BINDERS, BATTERY BACKUP, STICKY NOTES, TISSUES	26.02
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	BINDERS, BATTERY BACKUP, STICKY NOTES, TISSUES	224.53
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	SCISSORS,ERASER,MARKERS,STICKY NOTES,TAPE,3 R	101.13
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	SOLAR PANEL EXTENSION CABLE	9.99
				CHECK GEN 2 33227 TOTAL FOR FUND 101:	361.67
01/26/2024	GEN 2	33228#	BLOOM SLUGGETT	LEGAL SERVICES	24.00
01/26/2024	GEN 2	33228	BLOOM SLUGGETT	LEGAL SERVICES	73.50
01/26/2024	GEN 2	33228	BLOOM SLUGGETT	LEGAL SERVICES	1,466.50
01/26/2024	GEN 2	33228	BLOOM SLUGGETT	LEGAL SERVICE	9.17
				CHECK GEN 2 33228 TOTAL FOR FUND 101:	1,573.17
01/26/2024	GEN 2	33229#	BS&A SOFTWARE	SERVICE FEE FOR ONLINE PERMIT APPLICATIONS,CEI	2,746.60
01/26/2024	GEN 2	33229	BS&A SOFTWARE	SERVICE FEE FOR ONLINE PERMIT APPLICATIONS,CEI	116.30
				CHECK GEN 2 33229 TOTAL FOR FUND 101:	2,862.90
01/26/2024	GEN 2	33230	CHARTER COMMUNICATIONS	TWP	264.95
01/26/2024	GEN 2	33231	CINTAS CORPORATION #301	BLACK MATS	87.34

01/26/2024	GEN 2	33232#	CONSUMERS ENERGY	DIVISION STREET LIGHTS	119.08
01/26/2024	GEN 2	33232	CONSUMERS ENERGY	LIB ELECTRICITY	667.45
				CHECK GEN 2 33232 TOTAL FOR FUND 101:	786.53
01/26/2024	GEN 2	33233#	DTE ENERGY	TWP HALL	2,251.36
01/26/2024	GEN 2	33233	DTE ENERGY	LIB NATURAL GAS	582.36
				CHECK GEN 2 33233 TOTAL FOR FUND 101:	2,833.72
01/26/2024	GEN 2	33235	INTERNATIONAL INST OF CLERKS	MEMBERSHIP FEE	250.00
01/26/2024	GEN 2	33235	INTERNATIONAL INST OF CLERKS	MEMBERSHIP	150.00
				CHECK GEN 2 33235 TOTAL FOR FUND 101:	400.00
01/26/2024	GEN 2	33236	KENT COMMUNICATIONS INC	SECRECY SLEEVES	1,812.00
01/26/2024	GEN 2	33236	KENT COMMUNICATIONS INC	ENVELOPES	52.00
				CHECK GEN 2 33236 TOTAL FOR FUND 101:	1,864.00
01/26/2024	GEN 2	33237	KENT COUNTY HEALTH DEPARTMENT	WATER QUALITY CHECK	250.00
01/26/2024	GEN 2	33239	MAYNARDS WATER CONDITIONING LLC	12 40LB. SALT	189.60
01/26/2024	GEN 2	33240	PERSONNEL CONCEPTS	POSTER LAMINATED	22.60
01/26/2024	GEN 2	33242	STAR 2 STAR COMMUNICATIONS	TELECOMMUNICATIONS	846.49
				Total for fund 101 GENERAL FUND	83,694.96

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

02/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2024 - 01/31/2024

Check Date	Bank	Check #	Payee	Description	Amount
01/05/2024	GEN 2	33154	AMAZON CAPITAL SERVICES	ERGODYNE, ARSENAL, SCBA RESPIRATOR, FIREFIGHT	227.36
01/05/2024	GEN 2	33155#	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2024	1,414.40
01/05/2024	GEN 2	33155	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2024	804.00
				CHECK GEN 2 33155 TOTAL FOR FUND 205:	2,218.40
01/05/2024	GEN 2	33156	BYRON TOWNSHIP TREASURER	WATER AND SEWER	216.98
01/05/2024	GEN 2	33157	CADE YOUNG	BOOTS	219.99
01/05/2024	GEN 2	33164	FIRST BANKCARD CENTER	ELAVON SERVICE FEE, SEC.OF STATE	30.62
01/05/2024	GEN 2	33165	FIRST BANKCARD CENTER	FUEL	16.23
01/05/2024	GEN 2	33166	FIRST BANKCARD CENTER	EMS LICENSE RENEWAL, FOOD,	200.00
01/05/2024	GEN 2	33166	FIRST BANKCARD CENTER	EMS LICENSE RENEWAL, FOOD,	4.23
01/05/2024	GEN 2	33166	FIRST BANKCARD CENTER	EMS LICENSE RENEWAL, FOOD,	250.00
				CHECK GEN 2 33166 TOTAL FOR FUND 205:	454.23
01/05/2024	GEN 2	33167#	JACK'S LAWN & SNOWPLOWING, INC	CFD	981.72
01/05/2024	GEN 2	33167	JACK'S LAWN & SNOWPLOWING, INC	DFD	981.72
				CHECK GEN 2 33167 TOTAL FOR FUND 205:	1,963.44

01/05/2024	GEN 2	33173#	LEXIPOL LLC	ANNUAL FIRE PROCEDURES	4,551.75
01/05/2024	GEN 2	33173	LEXIPOL LLC	ANNUAL FIRE PROCEDURES	4,551.75
				CHECK GEN 2 33173 TOTAL FOR FUND 205:	9,103.50
01/05/2024	GEN 2	33176	PHOENIX SAFETY OUTFITTERS	BOOTS	3,456.92
01/05/2024	GEN 2	33178	QUALITY SMALL ENGINE REPAIR	HARDWARE, BLADE AND CHAIN SHARPENING	25.00
01/05/2024	GEN 2	33180	TOTAL FIRE PROTECTION	ANNUAL INSPECTION CFD	500.00
01/05/2024	GEN 2	33181	VECTORSOLUTIONS LEARNING	PROGRAMING SOFTWARE	5,987.14
01/05/2024	GEN 2	33181	VECTORSOLUTIONS LEARNING	PROGRAMING SOFTWARE	550.00
				CHECK GEN 2 33181 TOTAL FOR FUND 205:	6,537.14
01/05/2024	GEN 2	33183#	WEX BANK	FUEL	1,073.59
01/05/2024	GEN 2	33183	WEX BANK	FUEL	21.39
				CHECK GEN 2 33183 TOTAL FOR FUND 205:	1,094.98
01/05/2024	GEN 2	33184	WITMER PUBLIC SAFETY GROUP INC	CAIRNS,BOURKES,DELUXE BLACK (6)	3,047.85
01/05/2024	GEN 2	33184	WITMER PUBLIC SAFETY GROUP INC	CAIRNS BOURKES,DELUXE BLACK	535.39
01/05/2024	GEN 2	33184	WITMER PUBLIC SAFETY GROUP INC	LEATHER FRONTS,LABEL , THREAD COLOR, TEXT OPT	300.93
				CHECK GEN 2 33184 TOTAL FOR FUND 205:	3,884.17

01/12/2024	GEN 2	33185#	AMAZON CAPITAL SERVICES	MAGNETIC TOOL HOLDER.TOOLS,MEGNETIC STRIPE	62.92
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	MAGNETIC TOOL HOLDER.TOOLS,MEGNETIC STRIPE	60.00
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	FLAGS, OXYGEN CYLINDER CART,MEMO PADS,GARA	73.61
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	12" ARCHITECTURAL SCALE RULER	9.99
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	HOUSE CLEANING SUPPLIES	171.37
01/12/2024	GEN 2	33185	AMAZON CAPITAL SERVICES	FLAGS, OXYGEN CYLINDER CART,MEMO PADS,GARA	176.31
				CHECK GEN 2 33185 TOTAL FOR FUND 205:	554.20
01/12/2024	GEN 2	33186#	ARROWASTE INC	TRASHREMOVAL	128.79
01/12/2024	GEN 2	33186	ARROWASTE INC	TRASH REMOVAL, MONTHLY CHARGE	53.52
				CHECK GEN 2 33186 TOTAL FOR FUND 205:	182.31
01/12/2024	GEN 2	33187#	BOUND TREE MEDICAL LLC	TRANSPARENT HDPE MATERIAL,PREP PADS,BG TES	101.80
01/12/2024	GEN 2	33187	BOUND TREE MEDICAL LLC	DEFIB PADS	145.99
01/12/2024	GEN 2	33187	BOUND TREE MEDICAL LLC	DFIB PADS	155.99
01/12/2024	GEN 2	33187	BOUND TREE MEDICAL LLC	DFIB PADS	512.97
				CHECK GEN 2 33187 TOTAL FOR FUND 205:	916.75
01/12/2024	GEN 2	33189	CONSUMERS ENERGY	ELECTRIC	1,108.14
01/12/2024	GEN 2	33190	DINGES PARTNERS GROUP LLC	DUEL ADAPTER (4)	255.90
01/12/2024	GEN 2	33190	DINGES PARTNERS GROUP LLC	BATTERY CHARGERS	5,346.15
				CHECK GEN 2 33190 TOTAL FOR FUND 205:	5,602.05
01/12/2024	GEN 2	33191	DTE ENERGY	GAS	2.02
01/12/2024	GEN 2	33199	K.C. EMERGENCY MEDICAL SERVICE	QUARTERLY ASSESSMENT	251.98

01/12/2024	GEN 2	33200#	KENT COUNTY FIRE CHIEFS' ASSOC	KC FIRE CHIEF'S 2024 MEMBERSHIP	20.00
01/12/2024	GEN 2	33200	KENT COUNTY FIRE CHIEFS' ASSOC	KC FIRE CHIEF'S 2024 MEMBERSHIP	20.00
				CHECK GEN 2 33200 TOTAL FOR FUND 205:	40.00
01/12/2024	GEN 2	33201	KLEYN MOBILE REPAIR LLC	BATTERY, REPLACED BATTERY	225.78
01/12/2024	GEN 2	33202	MI STATE FIREMEN'S ASSOC	MEMBERSHIP	75.00
01/12/2024	GEN 2	33206#	T-MOBILE	TELECOMMUNICATIONS	21.60
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	72.65
				CHECK GEN 2 33206 TOTAL FOR FUND 205:	94.25
01/22/2024	GEN 2	33207#	ACCIDENT FUND	WORKMANS COMP. INSURANCE	3,997.13
01/22/2024	GEN 2	33207	ACCIDENT FUND	WORKMANS COMP. INSURANCE	3,067.57
				CHECK GEN 2 33207 TOTAL FOR FUND 205:	7,064.70
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	PAPER TOWELS,TRASH BAGS, COFFEE	210.24
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	KEYS FOR SECUIY ALARM, WALL MOUNT ORGANIZI	27.90
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	PAPER TOWELS,TRASH BAGS, COFFEE	16.90
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	PANT, NAVY	82.00
01/22/2024	GEN 2	33209	AMAZON CAPITAL SERVICES	KEYS FOR SECUIY ALARM, WALL MOUNT ORGANIZI	30.99
				CHECK GEN 2 33209 TOTAL FOR FUND 205:	368.03
01/22/2024	GEN 2	33210	BYRON TOWNSHIP TREASURER	TELECOMMUNICATIONS, CONTRACT SERVICES	479.45
01/22/2024	GEN 2	33211#	DELTA DENTAL	DENTAL	852.43
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	658.95
				CHECK GEN 2 33211 TOTAL FOR FUND 205:	1,511.38

01/22/2024	GEN 2	33215#	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
01/22/2024	GEN 2	33215	IPM SERVICES	PEST	25.00
				CHECK GEN 2 33215 TOTAL FOR FUND 205:	150.00
01/22/2024	GEN 2	33216	LAWN RX	2024 LAWN CARE	809.10
01/22/2024	GEN 2	33220	OVERHAUL TREE SERVICE	TREE REMOVAL	1,500.00
01/22/2024	GEN 2	33224	S A MORMAN & CO.	DSACCESSCONTROL MT 15 DS READER,SAMACCESSI	398.50
01/22/2024	GEN 2	33225	THE BDI TEAM	CME CONSULTATION ANNUAL FEE, AND CONSULTA	1,500.00
01/22/2024	GEN 2	33225	THE BDI TEAM	CME ADDITIONS TO SPONSORSHIP	100.00
				CHECK GEN 2 33225 TOTAL FOR FUND 205:	1,600.00
01/26/2024	GEN 2	33227#	AMAZON CAPITAL SERVICES	AIR FRESHENERS,LEATHER CLEANER,BRUSH,SOAP,CI	51.87
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	IPHONE CHARGER ,TABLE WITH CHARGING STATION	13.99
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	AIR FRESHENERS,LEATHER CLEANER,BRUSH,SOAP,CI	85.11
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	THREAD REMOVER,DRYWALL SCREWS	15.76
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	PANT	74.35
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	IPHONE CHARGER ,TABLE WITH CHARGING STATION	99.99
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	LAUNDRY DETERGENT, CHEESE GRATER, LUBRICATI	143.51
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	HOCKEY STICK TAPE	20.09
01/26/2024	GEN 2	33227	AMAZON CAPITAL SERVICES	LAUNDRY DETERGENT, CHEESE GRATER, LUBRICATI	74.48
				CHECK GEN 2 33227 TOTAL FOR FUND 205:	579.15

01/26/2024	GEN 2	33233#	DTE ENERGY	CFD NATURAL GAS	152.16
01/26/2024	GEN 2	33233	DTE ENERGY	DFD NATURAL GAS	1,212.01
				CHECK GEN 2 33233 TOTAL FOR FUND 205:	1,364.17
01/26/2024	GEN 2	33234#	IMAGE TREND	ANNUAL FEE, PRO/SOFTWARE /NETWORK	10,558.80
01/26/2024	GEN 2	33234	IMAGE TREND	ANNUAL FEE, PRO/SOFTWARE /NETWORK	10,558.80
				CHECK GEN 2 33234 TOTAL FOR FUND 205:	21,117.60
01/26/2024	GEN 2	33240#	PERSONNEL CONCEPTS	POSTER LAMINATED	22.60
01/26/2024	GEN 2	33240	PERSONNEL CONCEPTS	POSTER LAMINATED	22.60
				CHECK GEN 2 33240 TOTAL FOR FUND 205:	45.20
01/26/2024	GEN 2	33241	PHOENIX SAFETY OUTFITTERS	PARKAS	539.85
01/26/2024	GEN 2	33242	STAR 2 STAR COMMUNICATIONS	TELECOMMUNICATIONS,DFD	469.78
01/26/2024	GEN 2	33243	THE BDI TEAM	CONSULTATION ANNUAL FEE, CONSULTATION SETU	1,500.00
01/26/2024	GEN 2	33243	THE BDI TEAM	ADDITIONS TO SPONSORSHIP	1,335.00
				CHECK GEN 2 33243 TOTAL FOR FUND 205:	2,835.00
01/26/2024	GEN 2	33244	WONDERLAND TIRE COMPANY	TIRES	1,144.68
01/26/2024	GEN 2	33245	ZYLSTRA DOOR INC	SERVICE CALL , LABOR, CABLE	284.00
				Total for fund 205 PUBLIC SAFETY SAD	81,262.03

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

02/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2024 - 01/31/2024

Check Date	Bank	Check #	Payee	Description	Amount
01/05/2024	GEN 2	33154	AMAZON CAPITAL SERVICES	STORAGE TOTES,BINDERS,BATTERIES,SHEET PROTEC	35.83
01/05/2024	GEN 2	33169	JOHN STUYFZAND	MILEAGE	813.51
01/05/2024	GEN 2	33179	ROGER STERK	MILEAGE	189.30
01/05/2024	GEN 2	33179	ROGER STERK	CONFERENCE , AND MILEAGE	176.85
01/05/2024	GEN 2	33179	ROGER STERK	CONFERENCE , AND MILEAGE	581.63
01/05/2024	GEN 2	33179	ROGER STERK	LICENSE	50.00
				CHECK GEN 2 33179 TOTAL FOR FUND 549:	997.78
01/12/2024	GEN 2	33205	ROGER STERK	MILEAGE	181.43
01/12/2024	GEN 2	33206	T-MOBILE	TELECOMMUNICATIONS	43.20
01/22/2024	GEN 2	33211	DELTA DENTAL	DENTAL	79.60
01/22/2024	GEN 2	33218	METRO BUILDING INSP ASSOCIATION	DUES AND MEMBERSHIP	135.00
01/22/2024	GEN 2	33223	PROFESSIONAL CODE INSPECTIONS INC	TOTAL INSPECTIONS	3,960.00
01/26/2024	GEN 2	33229	BS&A SOFTWARE	SERVICE FEE FOR ONLINE PERMIT APPLICATIONS,CEI	356.00
				Total for fund 549 BUILDING INSPECTIONS DEPT	6,602.35

02/06/2024 10:21 PM
User: TRACY
DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2024 - 01/30/2024

Page: 1/1

Check Date	Check	Vendor Name	Description	Amount
Bank WSCK2 WATER/SEWER CHECKING				
01/29/2024	5751	ATA NATIONAL TITLE	UB refund for account: GPDR-006620-6624-	222.66
01/29/2024	5752	BYRON GAINES UTILITY AUTHORITY	CITY OF GR SEWER DEC 23	10,528.76
			WYOMING WATER & SEWER DEC 2023	230,967.38
			PAYROLL, INSP DEC 23	39,046.90
			OP EXP, METERS NOV 23	45,632.73
			PAYROLL, INSP NOV 23	38,366.20
				<u>364,541.97</u>
01/29/2024	5753	HOGERWERF, ROBERT J.	UB refund for account: RPCT-001245-0000-	244.02
01/29/2024	5754	VRIESMAN & KORHORN	WATER/SEWER ADMIN	408.28
			RATE STUDY	2,106.00
			GPS UTILITY PICKUP	3,070.85
			MISC SEWER	749.93
			MISC WATER	603.78
			DUTTON CHR MIDDLE SCHOOL	892.28
			RIVER BIRCH PH4	1,004.50
			THORNAPPLE FARMS PH2	524.47
			THORNAPPLE FARMS TRUNK SEWER	312.00
			PRAIRIE WOLF SANITARY PUMP	1,449.00
			PINE REST CHILDREN'S HOSPITAL	2,009.71
			THORNAPPLE FARMS	903.97
			RIVER BIRCH PH2	54.50
			ASHFORD WOODS	631.50
			RAPIDS DR EXTENSION	67.50
				<u>14,788.27</u>
01/29/2024	5755	YOUNG, KAREN	UB refund for account: GPDR-006610-6612-	107.98
01/30/2024	5756	BYRON GAINES UTILITY AUTHORITY	METERS, MXUS	12,888.50
			DEC 23 OP EXP, CAP, METERS	67,537.97
			CR MEMO,2023 PYMTS FROM CONTRACTORS, HYD	(24,696.62)
				<u>55,729.85</u>
01/30/2024	5757	GAINES TOWNSHIP GENERAL FUND	2023 4TH QTR GEN FUND REIMBURSEMENT	12,149.15
01/30/2024	5758	BEEKE INVESTMENTS LLC	UB refund for account: EASA-007190-0000-	9.68
01/30/2024	5759	BS & A SOFTWARE	GL,AP, CR,UB SUPPORT 2/1/24-2/1/25	4,142.10
01/30/2024	5760	BYRON GAINES UTILITY AUTHORITY	JAN 2024 PREPAIDS	9,763.61
01/30/2024	5761	EXTEND YOUR REACH	JOB#321934 POSTAGE	10,000.00
			JAN 2024 BILLS	339.00
				<u>10,339.00</u>
01/30/2024	5762	UZARSKI, RON & STEFFENS, MARLENE	UB refund for account: SHKD-006935-0000-	180.69
WSCK2 TOTALS:				
Total of 12 Checks:				472,218.98
Less 0 Void Checks:				0.00
Total of 12 Disbursements:				<u>472,218.98</u>

GAINES CHARTER TOWNSHIP

LAURIE J LEMKE, TREASURER

CASH, INVESTMENTS; CD'S , MM AND POOL ACCOUNTS

December of 2023

Bank	Type	Amount	APR	Term	Maturity Date
101 GENERAL FUND					
Macatawa Checking	Ckg	\$ 1,818,324.93	4.07%		
Sidewalk & Trails	Assigned	\$ 5,443.42			
CFD - Truck Fund	Assigned	\$ 400,000.00			
DFD - Truck Fund	Assigned	\$ -			
Cemetery	Assigned	\$ 10,000.00			
Township Hall & Grounds	Assigned	\$ 44,129.00			
Division Ave. Improvements	Assigned	\$ 24,000.69			
Total General Fund Checking		\$ 2,301,898.04			
Macatawa MM Savings					
Building Department	Restricted	\$ 1,778,327.00			
Streetlights	Restricted	\$ 110,565.00			
GF Investment		\$ 777,675.93			
Interest Paid to Date		\$ 81,930.37			
	127409	\$ 2,748,498.30	4.07%		
Investments					
Kent Co. Pool - General	Pooled	\$ 1,175,020.78	3.77%		
Michigan Class	Pooled	\$ 911,590.58	5.55%		
CIBC	CD	\$ 550,000.00	5.20%	365 Days	6.4.2024
Consumers Credit Union	CD	\$ 311,980.10	4.50%	18 Mos.	10.4.2024
		\$ 2,948,591.46			

GENERAL FUND TOTAL \$ 7,998,987.80**Kent Co. Pool - ARPA Funds Pooled \$ 2,189,076.30 3.60%**

DIVISION AVE CORRIDOR	\$ 15,482.04
TRUST & AGENCY	\$ 292,113.19
TAX FUND	\$ 4,913,586.39
PETTY CASH	\$ 267.25

WATER & SEWER					
Bank		Amount	APR	Term	Maturity Date
Macatawa Bank	Checking	\$ 2,155,018.51	4.07%		
Kent Co. Pool	Pooled	\$ 9,533,703.18	3.77%		
Michigan Class	Pooled	\$ 1,659,359.50	5.55%		
Consumers Credit Union	Share	\$ 27.74			
Consumers Credit Union	MMM	\$ 369,912.83	3.50%		
Huntington Investments	Meeder PF	\$-			
Flagstar Bank	CD	\$ 250,506.96	5.69%	12 Months	1.5.2024
Macatawa Bank	CD	\$ 750,000.00	3.15%	15 Months	2.16.2024
Grand River Bank	CD	\$ 302,862.92	4.65%	12 Months	4.3.2024
West MI Community Bank	CDars	\$ 308,392.96	3.92%	52 Weeks	4.4.2024
Choice One Bank	CD	\$ 251,422.02	4.33%	12 Months	4.9.2024
Horizon Bank	CD	\$ 600,000.00	5.17%	6 Months	5.9.2024
Choice One Bank	CD	\$ 1,002,774.76	5.13%	12 Months	6.1.2024
West MI Community Bank	CDars	\$ 515,055.06	4.64%	52 Weeks	6.6.2024
West Mi Community Bank	CD	\$ 750,000.00	5.25%	365 Days	7.20.2024
CIBC USA Bank	CD	\$ 1,013,066.66	5.40%	365 Days	8.9.2024
Horizon	CD	\$ 1,081,139.20	5.06%	365 Days	9.19.2024
Mercantile Bank of MI	CD	\$ 1,056,422.64	5.25%	365 Days	10.23.2024
Flagstar Bank	CD	\$ 1,029,019.47	5.08%	12 Months	11.7.2024
First National Bank of A	CD	\$ 523,813.36	4.40%	18 Months	12.17.2024
Flagstar Bank	CD	\$ 1,059,556.17	5.08%	17 Months	3.3.2025
Restricted W&S Fees	Committed	\$ 24,212,053.94			

GAINES CHARTER TOWNSHIP
LAURIE J LEMKE, TREASURER
CASH, INVESTMENTS, CD'S , MM AND POOL ACCOUNTS
REVISED November of 2023

Bank	Type	Amount	APR	Term	Maturity Date
101 GENERAL FUND					
Macatawa Checking	Ckg	\$ 1,798,109.68	4.07%		
Sidewalk & Trails	Assigned	\$ 10,937.92			
CFD - Truck Fund	Assigned	\$ 400,000.00			
DFD - Truck Fund	Assigned	\$ (5,800.50)			
Cemetery	Assigned	\$ 10,000.00			
Township Hall & Grounds	Assigned	\$ 44,129.00			
Division Ave. Improvements	Assigned	\$ 24,000.69			
Total General Fund Checking		\$ 2,281,376.79			

Macatawa MM Savings					
Building Department	Restricted	\$ 1,778,327.00			
Streetlights	Restricted	\$ 110,565.00			
GF Investment		\$ 777,675.93			
Interest Paid to Date		\$ 73,223.09			
	127409	\$ 2,739,791.02	4.07%		

Investments					
Kent Co. Pool - General	Pooled	\$ 1,171,771.96	3.06%		
Michigan Class	Pooled	\$ 907,303.45	5.55%		
CIBC	CD	\$ 550,000.00	5.20%	365 Days	6.4.2024
Consumers Credit Union	CD	\$ 308,574.94	4.50%	18 Mos.	10.4.2024
		\$ 2,937,650.35			

GENERAL FUND TOTAL \$ 7,958,818.16

Kent Co. Pool - ARPA Funds	Pooled	\$ 2,181,308.76	3.77%		
DIVISION AVE CORRIDOR		\$ 15,586.06			
TRUST & AGENCY		\$ 287,101.19			
TAX FUND		\$ 69,721.47			
PETTY CASH		\$ 265.25			

WATER & SEWER					
Bank		Amount	APR	Term	Maturity Date
Macatawa Bank	Checking	\$ 2,675,673.22	4.07%		
Kent Co. Pool	Pooled	\$ 9,502,483.29	3.77%		
Michigan Class	Pooled	\$ 1,651,555.67	5.55%		
Consumers Credit Union	Share	\$ 27.74			
Consumers Credit Union	MMM	\$ 366,496.33	3.50%		
Huntington Investments	Meeder PF	\$-			
Flagstar Bank	CD	\$ 250,506.96	5.69%	12 Months	1.5.2024
Macatawa Bank	CD	\$ 750,000.00	3.15%	15 Months	2.16.2024
Grand River Bank	CD	\$ 302,862.92	4.65%	12 Months	4.3.2024
West MI Community Bank	CDars	\$ 308,392.96	3.92%	52 Weeks	4.4.2024
Choice One Bank	CD	\$ 251,422.02	4.33%	12 Months	4.9.2024
Horizon Bank	CD	\$ 600,000.00	5.17%	6 Months	5.9.2024
Choice One Bank	CD	\$ 1,002,774.76	5.13%	12 Months	6.1.2024
West MI Community Bank	CDars	\$ 515,055.06	4.64%	52 Weeks	6.6.2024
West MI Community Bank	CD	\$ 750,000.00	5.25%	365 Days	7.20.2024
CIBC USA Bank	CD	\$ 1,013,066.66	5.40%	365 Days	8.9.2024
Horizon	CD	\$ 1,081,139.20	5.06%	365 Days	9.19.2024
Mercantile Bank of MI	CD	\$ 1,056,422.64	5.25%	365 Days	10.23.2024
Flagstar Bank	CD	\$ 1,029,019.47	5.08%	12 Months	11.7.2024
First National Bank of A	CD	\$ 518,219.01	4.40%	18 Months	12.17.2024
Flagstar Bank	CD	\$ 1,059,556.17	5.08%	17 Months	3.3.2025
Restricted W&S Fees	Committed	\$ 24,684,674.08			

Kim Triplett

From: Rob Hyde <robhyde97@gmail.com>
Sent: Thursday, January 18, 2024 12:07 PM
To: Kim Triplett
Subject: Re: Diemer run June 8, 2024 road closure permit request
Attachments: Diemer_Run_5k.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Awesome, thank you Kim! June 8th. 8:15am (race starts at 8:30am), done no later than 10am.

We do close down the road from Cutler Drive to division on 68th St. at 7:30 to set up our start finish area. I believe that's in Byron but just so you know.

The map is attached

Let me know if you need anything else

Thank you so much!

> On Jan 18, 2024, at 11:17 AM, Kim Triplett <Kim.triplett@gainestownship.org> wrote:

>

> Map and a request for the dates and times and we should be good.

>

>

>

>

>

>

>

> -----Original Message-----

> From: Rob Hyde <robhyde97@gmail.com>

> Sent: Thursday, January 18, 2024 11:15 AM

> To: Kim Triplett <Kim.triplett@gainestownship.org>

> Subject: Diemer run June 8, 2024 road closure permit request

>

> Hi Kim!

>

> I'm just reaching out to start to get my permit set for this year's event. Let me know what you need me to do and we will move ahead with your guidance.

>

> Have a great day!

>

> Rob Hyde



Diemer Run 5k

ROUTE INFORMATION



ROUTE LENGTH 3.172 miles

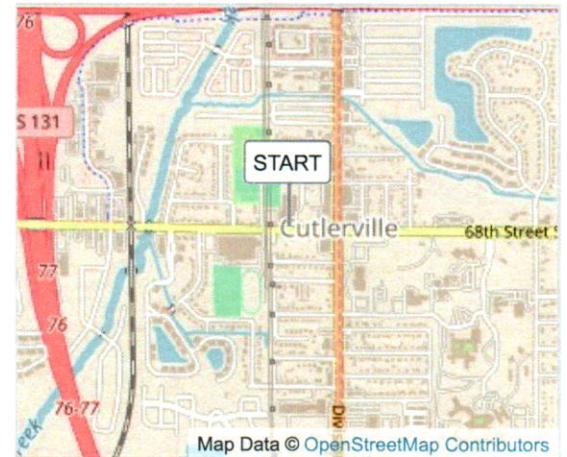
ASCENT 29 ft

DESCENT 29 ft

HILLS ⬆ 16.1% | ⬇ 16.1% | ➡ 67.9%

TERRAIN Road **A**

START **LAT: 42.840674, LNG: -85.666040**



NOTES

<https://runsignup.com/Race/MI/GrandRapids/BrianDiemer5k>

Diemer Run 5k



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.848	➔	Turn right onto Union Avenue Southeast
2	1.004	➔	Turn right onto Fendale Street Southeast
3	1.251	➡	Turn left onto Madison Avenue Southeast
4	1.314	➡	Turn left onto Brownell Street Southeast
5	1.561	➔	Turn right onto Union Avenue Southeast
6	1.800	➡	Turn left onto Willard Avenue Southeast
7	1.952	➔	Turn right onto 70th Street Southeast
8	1.985	➡	Turn left onto Willard Avenue Southeast
9	2.236	➡	Turn left onto 68th Street Southeast
10	3.172		FINISH



MEMO

Staff Communication-Action Required

DATE: February 7, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: ACD.net Metro Act ROW Permit Extension Request

SUMMARY OF TOPIC:

KEPS Technologies, Inc. dba ACD.net is requesting an extension to their Metro Act Right-of-Way Permit. Township records indicate that the original Metro Act request came from ACD.net in 2016. The current permit expires on October 20, 2024, and they are requesting a five-year extension that would expire October 20, 2029. There have been no issues related to this permit that have been recorded.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends the approval of this request to extend the Metro Act Permit for another 5 years.



December 28, 2023

Gaines Charter Township
8555 Kalamazoo Ave
Caledonia, MI 49316

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Gaines Charter Township:

At this time, KEPS Technologies, Inc. dba ACD.net would like to extend the existing METRO Act we have with your municipality. Our current agreement expires on 10/20/2024. We would like to extend that to 10/20/2029.

If you are in agreement with this extension, please sign this agreement on the lines provided below and return within 30 days to KEPS Technologies, Inc. dba ACD.net at the address listed on the letterhead or emailed to osp@acd.net. ACD will countersign and return a copy for your files.

Additional information regarding this renewal request and other METRO Act information, may be found at <http://www.michigan.gov/mpsc/>.

If you have any questions, please contact the Permitting Department at 517-999-9999 or at OSP@acd.net.

Thank you for your time and cooperation in this matter that both benefits you and your constituents.

Agreed to on behalf of
Gaines Charter Township

Name: _____

Signature: _____

Its: _____

Date: _____

KEPS Technologies, Inc. dba ACD.net
acknowledges receipt of this Permit
Extension granted by

Name: _____

Signature: _____

Its: _____

Date: _____

KEPS Technologies, Inc. d/b/a ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

517.999.9999



MEMO

DATE: February 6, 2024
TO: Gaines Charter Township Board of Trustees
FROM: Tracy Lawrence, Water & Sewer Administrator
RE: 1024 Harvester – Utility Bill Relief Request

SUMMARY:

The Water & Sewer Dept. recognized high usage on this account upon receiving the quarterly meter read in January 2024 and contacted the homeowner. The homeowner was out of town for an extended period. When he returned home, it was found that the outside spigot had frozen; water was spraying under the deck. A video of the spraying water was emailed to the Water & Sewer Dept. The homeowner is asking for relief for the sewer charges related to the frozen spigot that are above their normal usage.

WATER & SEWER ORDINANCE:

The Ordinance allows for the Township Board to grant utility bill relief when the water is not going into the sewer system.

RECOMMENDATION:

The Water & Sewer Committee passed a motion recommending that the Township Board refund the homeowner for sewer usage in the amount of \$550.55. This amount represents the estimated cost of sewer that was charged for water that was related to the frozen spigot spraying water that did not go into the sewer system.



MEMO

DATE: February 6, 2024
TO: Gaines Charter Township Board of Trustees
FROM: Tracy Lawrence, Water & Sewer Administrator
RE: 1359 Penncross – Utility Bill Relief Request

SUMMARY:

The Water & Sewer Dept. recognized high usage on this account upon receiving the quarterly meter read in August 2023 and contacted the homeowner. High usage occurred in the following quarter as well. The homeowner had leaks in their irrigation system repaired and provided a copy of the repair invoice to the Water & Sewer Dept. The homeowner is asking for relief for the sewer charges related to the irrigation leak that are above their normal usage.

WATER & SEWER ORDINANCE:

The Ordinance allows for the Township Board to grant utility bill relief when the water is not going into the sewer system.

RECOMMENDATION:

The Water & Sewer Committee passed a motion recommending that the Township Board refund the homeowner for sewer usage in the amount of \$613.47. This amount represents the estimated cost of sewer that was charged related to the irrigation system leaks for water that did not go into the sewer system.



MEMO

Staff Communication

DATE: February 12th, 2024

TO: Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Private Road Waiver Request for Unnamed Road (at 993 76th Street)

SUMMARY OF TOPIC:

Southwood LLC requests a waiver from the requirement to submit a maintenance agreement under Chapter 22, Section 2(E) "Non-Conforming Roads and Driveways, Serving Additional Properties without an Extension".

The Unnamed Road enters 76th Street from the north side of the right-of-way, at 993 76th Street. The Unnamed Road is non-conforming in that there are more than five parcels and it's only built to Shared Street standards. The road is currently shared by seven property owners. One of the homeowners that lives on the Unnamed Road desires to divide their parcel which would add a lot to the non-conforming road.

The road is approximately 11 to 12 feet wide, so it does not conform to the required Private Street surface width. Staff has not been provided with information related to whether an easement exists or not. From review of a deed for a land division along the road back in 2022, it listed a 15-foot easement, but staff can't confirm the extent of that easement. A private street requires a 66-foot-wide easement, and two lane, 26-foot width construction in conformance with Kent County Road Standards.

The owners of 1001 and 1021 76th Street (DeJongs) intend to apply a lot line adjustment and subsequent division add a buildable parcel to the Unnamed Road (see attached survey), which the ordinance allows without full scale upgrade to a Private Road. The ordinance allows up to two parcels to be added to non-conforming roads without full upgrade. However, they cannot get all of their neighbors to agree to sign a Township format Road Maintenance Agreement (RMA)

as required. The neighbors do currently have an RMA in place (attached), but it doesn't have all of the elements that the Township format RMA contains.

ORDINANCES:

The ordinance does allow up to two parcels to be added to an existing access road without upgrades if certain stipulations are met.

Chapter 22.2 of the Zoning Ordinance reads:

E. Serving Additional Properties without an Extension. An existing lawful nonconforming private street or shared driveway may serve two (2) additional parcels, lots, or units without the need to upgrade the entire length and surface area of the private road or shared driveway to comply with the requirements of this Chapter, as long as:

- 1. It is not extended in length;*
- 2. The traveled surface and condition of the street or driveway are determined to be freely passable year-round for general traffic and emergency vehicles and is approved by the Zoning Administrator, after consultation with the Township Engineer, Building Official, and Fire Official; and*
- 3. An easement maintenance agreement is approved by the Township and is recorded or amended in full compliance with Section 22.9 of this Chapter.*

In this case the request to add a new buildable parcel onto the Unnamed Road meets the first two requirements, but not the third, and that is the subject of the waiver request.

Under 22.10 Modifications and Waivers an applicant may be granted a waiver from the Board if the request meets certain standards.

D. Standards of Approval. The following criteria shall be applied by the Township Board regarding a modification waiver:

- 1. Strict compliance with the requirement(s) would be unreasonable and unnecessarily burdensome because of prior construction; previously established easement arrangements; unique physical surroundings, shape, or topographical conditions of the property as distinguished from a mere inconvenience; or property dispute or economic hardship.*

The requirement for users of the Unnamed Roadway to commit to a Township approved RMA is not unreasonable. It is unclear whether an access easement runs the entire length of the Unnamed Road or not. No survey has been

provided with a legal description to determine its adequacy or lack thereof, or whether the existing road falls within it's boundaries.

2. The modification or waiver may be granted without detriment to the public safety, health, or general welfare, or damage to any other property by way of the utilization of alternative design features.

The roadway is 11 to 12 feet wide and not adequate for emergency vehicles to pass by each other. No cul-de-sac for emergency vehicle turnarounds is present.

3. The conditions upon which the request for a waiver or modification is based are unique to the property involved and not applicable generally to other properties or other private streets or shared driveways.

Normally, a Township format RMA would be required prior to creation of a new parcel on a non-conforming street. It is staffs understanding that at least one neighbor is unwilling to sign the Township format RMA. There are no especially unique parcels or other conditions that are driving the waiver request.

4. Approval of a waiver or variance will not otherwise result in a violation of any other Township ordinance, including the Zoning Ordinance, or of any other requirement of law.

Approval of a waiver will not result in a violation of the zoning ordinance, however the Fire Inspector may identify deficiencies in emergency vehicle access that are required under Fire Codes.

5. The conditions making the waiver request necessary were not created by the applicant.

The applicant desires to add a parcel to the Unnamed Road to build a house.

FINANCIAL IMPACT:

There will be no financial impact to the Township.

BUDGET ACTION REQUIRED:

No budget action is necessary.

STAFF RECOMMENDATION:

The Board should consider the following points:

The applicant is not intending to extend the roadway, they desire to add a buildable parcel for a single-family home to use the existing road. They are

requesting a waiver from the requirement to submit a Road Maintenance Agreement in the Township approved format.

- 1) The Unnamed Road may be determined to be inadequate for emergency vehicle access.
- 2) The location and legal description of an easement is not clear.



FILE NO.

8555 Kalamazoo Avenue SE • Caledonia MI 49316
Ph: 616 698-6640 • Fax: 616 698-2490
www.gainestownship.org

Application for Zoning Approval

Project Address	1001 + 1021 76 th Street		
Owner Name	Pete + Ann DeJong		
Owner Address	Street Address	City, State, Zip	
	1001 76 th St	Byron Center, MI 49315	
Parcel Number(s):	41-22-08-376-018	41-22-08-376-053	
Description of Proposed Project/Use	See Attached		

Applicant/Contact	Pete + Ann DeJong		
Applicant/Contact Address	Street Address	City, State, Zip	
	1001 76 th St	Byron Center, MI 49315	
Contact Info	Home / Office / Cell	E-Mail	
	616-698-8128	PDejong@comcast.net	
"I" hereby certify to the correctness and knowledge of the information submitted and hereby agree to comply with the terms and requirements of all applicable Township ordinances. I also grant Township staff permission to enter onto the subject property in review of this application.			
Signature	 		
Please complete the appropriate Worksheet as part of your application packet (see Staff for more information) for: Planning Commission, Zoning Board of Appeals requests, Land Divisions, Combinations or Lot Line Adjustments.			

Township Use Only

Current Zoning District:	RL-14	RL-10	R-3	R-4	C-1	C-2	O-S	I-1	I-2	PUD	A-R	A-B
One/Two Unit Residential ☐	Zoning Board of Appeals ☐		Planning Commission ☐		Land Combination ☐							
Site Plan Review ☐	Rezoning / PUD Rezoning ☐		PUD Amendment ☐		Land Division ☐							
Subdivision / Site Condo Review ☐			Special Use Permit ☐		Lot Line Adjustment ☐							
Other: ☐	Required Sidewalks:		Yes ☐		No ☐							
Approved ☐	Approved with Conditions ☐		Denied ☐		Withdrawn ☐							
Zoning Administrator:										Date:		

Site Plan

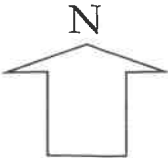
Please Show:

- The property lines and their dimensions.
 - The location, dimensions, setbacks, minimum building openings and distance between all existing and proposed structures.
 - The gross floor area, listed by floor level, including basements.
 - The location of all roads bordering or private drives/easements on the property.
 - The location of all bodies of water, easements, utility lines, sidewalks, drives, septic systems, drain, and other improvements.
- Please Note:** Setbacks must be measured from the edge of the street right of way (which is not the edge of the pavement) or from the edge of an access easement. Staff reserves the right to determine whether or not an application is complete.

See attached site plan

Please note that this is a preliminary drawing and may result in a temporary application.

Gross Floor Area Calculations



Main Floor: _____ Second Floor: _____ Basement: _____ Total: _____ Garage: _____



To: Gaines Township
From: Pete & Ann DeJong and Southwood LLC
RE: Road Maintenance approval waiver

We are requesting a road maintenance approval waiver from the requirement to submit the township formatted road maintenance agreement.

This waiver is being requested for a spilt resulting in two additional lots on an existing private drive.

Respectfully,

Pete & Ann DeJong
Southwood LLC

PRELIMINARY PARCEL SPLIT

FOR: Dan Burrill
Southwood LLC
4565 Wilson Ave SW, Suite 3
Grandville, MI 49418



Proj	230451
File	8-5-11
Date	06/05/2023

DESCRIPTION: That part of the Southwest 1/4 of Section 8, T5n, R11W, Gaines Township, Kent County, Michigan (For Full Descriptions See Page 2).

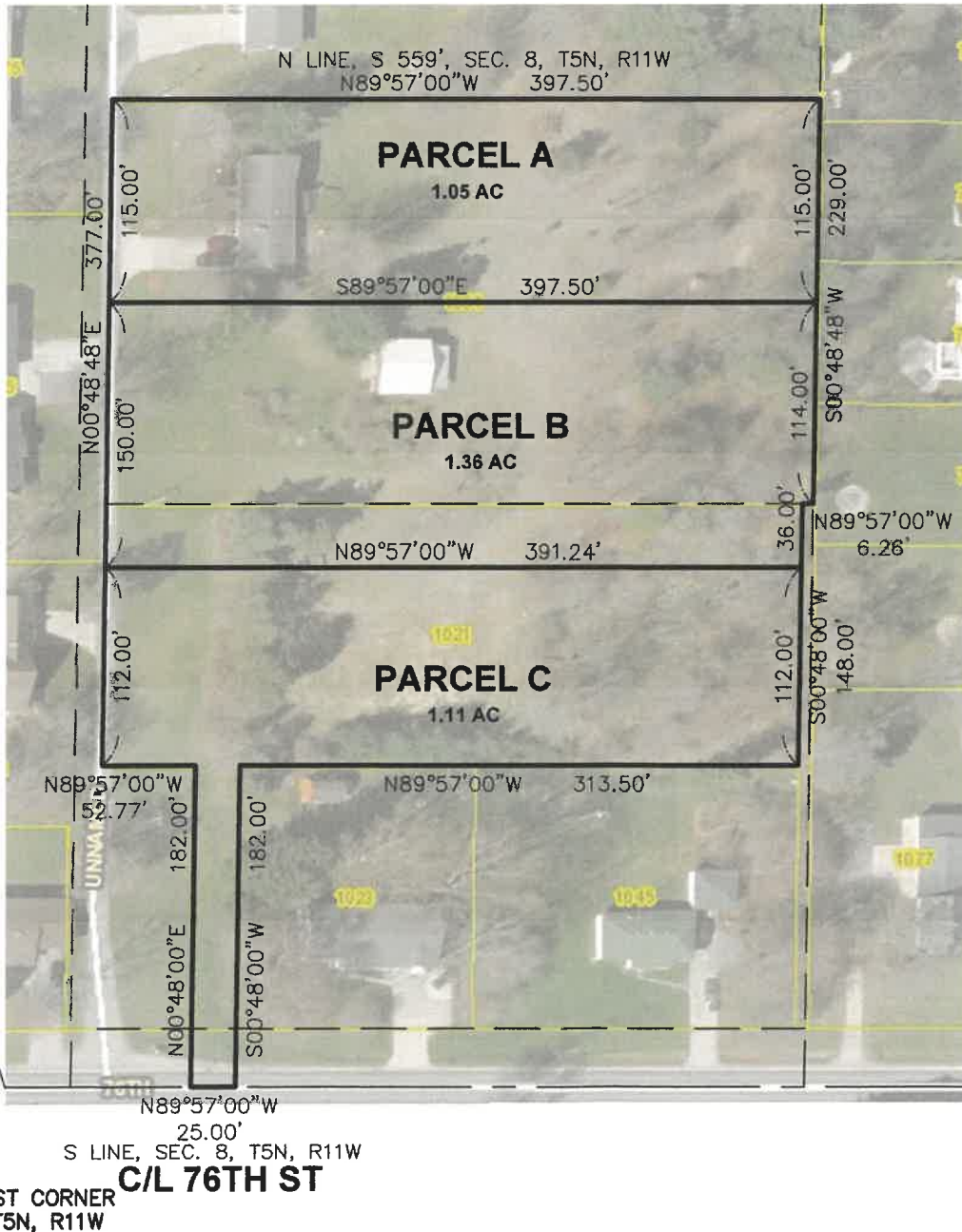
PROPERTY ADDRESS: 1001 and 1021 76th St SE



Scale 1" = 100'

LEGEND

- Found Iron Stake
- Set Iron Stake
- Set Wood Stake
- ⊕ Utility Pole
- x—x— Fence Line
- D = Deeded
- P = Platted
- M = Measured
- Building
- Deck
- Concrete
- Asphalt
- Gravel



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

Original is in
76th Legals;78-51-11
9/25/79
Copy

LIBER 2314 PAGE 104

ROADWAY and MAINTENANCE AGREEMENT

The undersigned being owners of real property described herein do hereby enter into this Roadway Agreement.

Whereas said Roadway is included within a tract of land located in Gaines Township and described as:

The South 660 feet of the East 100 feet of the West 1320 feet of the Southwest 1/4 of Section 8, Town 5 North, Range 11 West, Except the South 148.5 feet thereof, Gaines Township, Kent County, Michigan, and Beginning on the South line of the Southwest 1/4, of Section 8, 1320 feet East of the Southwest corner of said section, thence North 1881.29 feet, thence East 412.5 feet, thence South 1881 feet to the South line of said Section, thence West along the South line of said Section to the place of beginning, exception the South 330 feet of the East 313.5 feet thereof, also excepting the East 25 feet of the West 1419 feet thereof, of the Southwest 1/4, Section 8, Town 5 North, Range 11 West, Gaines Township, Kent County, Michigan.

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED

OCT 24 1 52 PM '79


REG. OF DEEDS

Whereas the parties desire to enter into an agreement for use and maintenance of a road over and accross said land, said roadway to be described as:

* (The South 1881 feet of the West 15 feet of the East 1/2 of the Southwest 1/4 of Section 8, Town 5 North, Range 11 West, Gaines Township, Kent County, Michigan.

1. That each of the undersigned persons together with their heirs, assigns and successors in title shall have and are hereby granted an easement for ingress and egress to the land owned by them and located in the tract above described over and across said described roadway.
2. That said easement shall be appurtenant to and run with the title to the land served by said roadway.
3. That the rights of ingress and egress may be exercised by the owners of the land served, their tenants, members of their families, invitees, friends and such other members of the general public as they may wish to have access to their premises.
4. That the rights of the easement holders shall include the right to construct and maintain a roadway over all or any portions of the roadway above described and to use the same for ingress and egress by the persons mentioned in the preceding paragraph equally without interference, except for such

ROADWAY and MAINTENANCE AGREEMENT

MARVIN J. VELDHEER & MARJORIE J. VELDHEER, husband and wife, as to the remainder.

Dated this 25th day of September, 1979.

WITNESSES To:

Norm Westhouse
NORM WESTHOUSE
Ken Vanderwerf
KEN VANDERWERF
Richard Van der Werf
RICHARD VANDERWERF
Ruth Ann Vander Werf
RUTH ANN VANDER WERF
Nancy E. Effermyer
NANCY E. EFFMYER
Harold J. Effermyer
HAROLD J. EFFMYER
Eleanor Vanderhoek
ELEANOR VANDERHOEK
Ann Vanderwerf
ANN VANDERWERF
Kenneth A. Gordon
KENNETH A. GORDON
Ann Vanderwerf
ANN VANDERWERF
Kenneth A. Gordon
KENNETH A. GORDON

SIGNATURES:

Charles M. Litton
CHARLES LITTON
Linda J. Litton
LINDA J. LITTON
Marvin Veldheer
MARVIN J. VELDHEER
Joel De Young
JOEL DE YOUNG
Beverly De Young
BEVERLY DE YOUNG
Peter De Jong
PETER DE JONG
Ann De Jong
ANN DE JONG
Terry Buit
TERRY BUIT
Linda Buit
LINDA BUIT
Marvin Veldheer
MARVIN J. VELDHEER
Marjorie Veldheer
MARJORIE J. VELDHEER

STATE OF MICHIGAN

COUNTY OF KENT

The foregoing instrument was acknowledged before me this 8th day of October, 1979: By CHARLES LITTON & LINDA J. LITTON, husband and wife, DONALD WHALEN, JOEL DE YOUNG & BEVERLY DE YOUNG, husband and wife, PETER DE JONG & ANN DE JONG, husband and wife, TERRY BUIT & LINDA BUIT, husband and wife, and MARVIN J. VELDHEER & MARJORIE J. VELDHEER, husband and wife

This Instrument Drafted By:

— KENNETH A. GORDON

Kenneth A. Gordon
Kenneth A. Gordon, Notary Public, Kent County, Michigan.

My Commission Expires:

Feb 1980



MEMO

Staff Communication

DATE: February 12th, 2024

TO: Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Platted Parcel Division Request

SUMMARY OF TOPIC:

The Township has received an application to divide 559 68th Street SE, a platted parcel within the Lafayette Acres plat. The owner intends to remove the existing buildings on the site and split the existing parcel into three legal lots served by a shared driveway. The applicant has provided a road maintenance agreement for the shared driveway that the Township Attorney has approved.

The parcel is currently zoned Residential-10, and all proposed parcels will meet the development standards for that zoning district.

ORDINANCES:

Per "Township Ordinance 22-66: Division of Platted Lots", no platted lots shall be further partitioned or divided without Township Board approval. Staff has reviewed the proposed divisions, and the proposed lot meets lot dimension requirements under current zoning.

FINANCIAL IMPACT:

There will be no financial impact to the Township.

BUDGET ACTION REQUIRED:

No budget action is necessary.

STAFF RECOMMENDATION:

Staff recommends approval of the parcel division since all ordinance requirements have been met.

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

RESOLUTION NO. 2024-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a meeting held on _____, 2024, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

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 Board of Trustees regarding a request made to divide platted parcel 41-22-06-453-027.

559 68th Street SE Plat Parcel Division

WHEREAS, DTP Properties, LLC (the “Applicant”) has submitted a land division application for 559 68th Street SE.

WHEREAS, the platted parcel proposed to be divided consists of LOT 2 EX N 85 FT OF W 32 FT ALSO LOT 3 located within the Lafayette Acres Plat and

WHEREAS, the Planning staff has considered the application and the proposed division of the platted parcel, recommends that the Gaines Charter Township Board of Trustees grant approval of the platted parcel combination upon certain terms and conditions.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. Tentative Preliminary Plat.

The Gaines Charter Township Board of Trustees hereby grants approval of the platted parcel division of parcel 41-22-06-453-027, upon the terms and subject to the conditions stated in this Resolution.

2. Lots.

The Lafayette Acres Plat parcel 41-22-06-453-027 shall be divided. Any residential construction shall comply with the requirements that are applicable in the Township Zoning Ordinance and subdivision requirements.

3. Land Division Act and Chapter 22 Land Divisions, Subdivisions and Land Development.

The Plat shall comply in all respects with applicable provisions of the Michigan Land Division Act and Chapter 22 of the Gaines Charter Township Code, Land Divisions, Subdivisions and Land Development.

4. Other Required Approvals.

Written approvals from other agencies having jurisdiction over the Plat shall be obtained, and copies shall be provided to the Township in accordance with the Land Division Act.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2024-_____ subject to conditions documented herein.

A motion was made to adopt this resolution by Township Board Member _____ and supported by Township Board Member _____, the roll call vote being as follows:

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on February 12, 2024.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2024

Township Board Resolution No. 24-_____
559 68th Street SE Plat Parcel Division
February 12, 2024

PRIVATE ROAD/SHARED DRIVEWAY EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, **DTP PROPERTIES, LLC**, a Michigan limited liability company, of P.O. Box 307, Byron Center, MI 49315 ("Grantor") on this 27th day of December, 2023, does hereby create this Private Road/Joint Driveway Agreement, including the easement and restrictions contained herein, as follows:

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Section 6 of Gaines Charter Township, Kent County, Michigan; and

WHEREAS, more specifically, Grantor owns three (3) (subject to Township approval of the split of the parent parcel**) separate parcels, and which are legally described as follows:

Parcel 1:

PARCEL 1: Part of Lot 2, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said lot to the Place of Beginning; thence N00°10'36"E 143.00 feet along said West line; thence S89°39'00"E 32.00 feet along the South line of the North 85 feet of said lot; thence N00°07'00"E 8.00 feet along the East line of the West 32 feet of said lot; thence S89°39'00"E 35.85 feet; thence S00°07'00"W 8.00 feet; thence S89°39'00"E 25.00 feet; thence S00°07'00"W 143.00 feet along the East line of said lot; thence N89°39'00"W 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning.

Subject to and together with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

**current parcel legal description is: Lot 2, except the North 85 feet of the West 32 feet, and Lot 3 of Lafayette Acres, Section 6, Gaines Township, Kent County, Michigan, according to the recorded plat thereof in Liber 35 of Plats, on Page 12.

Parcel 2:

Part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 150.00 feet along the West line of said Lot 2; thence S89°39'00"E 32.00 feet along the South line of the North 85 feet of said lot; thence N00°07'00"E 8.00 feet along the East line of the West 32 feet of said Lot to the point of beginning; thence N00°07'00"E 76.95 feet along said East line; thence S89°39'00"E 153.85 feet along the North line of said Lots 2 and 3 to the Northeast corner of said Lot 3; thence S00°07'00"W 76.95 feet along the East line of said Lot 3; thence N89°39'00"W 68.00 feet; thence S00°07'00"W 8.00 feet; thence N89°39'00"W 50.00 feet; thence N00°07'00"E 8.00 feet; thence N89°39'00"W 35.85 feet to the Place of Beginning.

Together with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

Parcel 3:

Part of Lot 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of Lot 2, said Lafayette Acres; thence S89°39'00"E 186.00 feet along the South line of said Lots 2 and 3 to the Southeast corner of said Lot 3; thence N00°07'00"E 7.00 feet along the East line of said Lot 3 to the Place of Beginning; thence N89°39'00"W 93.00 feet along the North line of 68th Street (variable width); thence N00°07'00"E 143.00 feet along the West line of said Lot 3; thence S89°39'00"E 25.00 feet; thence N00°07'00"E 8.00 feet; thence S89°39'00"E 68.00 feet; thence S00°07'00"W 151.00 feet along the East line of said Lot 3 of the Place of Beginning.

Subject to and together with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line

of said Lot 2 of the Place of Ending of said centerline.

(individually, each of the above-mentioned parcels is referred to herein as a "Lot," and collectively as "Lots"); and

WHEREAS, Grantor desires to sell one or all Lots and to hereby create a joint driveway/private road and to have the joint driveway/private road serve all Lots; and

WHEREAS, Grantor intends that the present and future owner(s) of each Lot shall jointly and equally share in all decisions regarding the joint drive/private road, as well as the maintenance, snowplowing and repair costs thereof.

NOW, THEREFORE, the following permanent easements and restrictions are hereby imposed upon the Lots and lands involved:

1. A permanent fifty (50) foot-wide shared driveway/private road easement is hereby created for the benefit of the Lots and is legally described as follows ("Easement"):

Subject to and together with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

2. The Easement shall be used for joint driveway, private road, ingress and egress and utility purposes only. The Easement may also be used for package delivery and also by firefighting, emergency and other public vehicles and personnel for public services, emergencies, fires and similar events. It is intended that the Easement shall permit year-around access for vehicles and foot traffic to and from 68th Street (i.e. the public road) for the Lots and no Lot shall

have a driveway or direct access to 68th Street and shall use the Easement for access, ingress and egress.

3. The Easement shall be jointly maintained by the then-owners of the Lots, with the owner of each Lot paying an equal fractional share of the reasonable costs of repairing and maintaining the joint driveway/private road located within the Easement. The owners of each Lot shall also pay an equal fractional share of the reasonable costs of snowplowing the Easement once three (3) or more inches of snow has fallen. No maintenance, repair, upgrading of the private road/drive or snowplowing work shall be done, however, until the owners of a majority of the Lots jointly agree on the contractor or contractors to do the work, as well as what work will be done. At the time the first house is built on one of the Lots, electrical lines and telephone lines shall be installed within the Easement for the joint use of all Lots and the joint utility lines shall end at the cul-de-sac at the end of the Easement. The owners of each Lot shall pay an equal fractional share of the costs of installing and maintaining such common utility lines. The cost of installing such utility lines shall be paid for at the time the utility lines are installed.

If the owners of the Lots by majority vote cannot agree on the installation or maintenance of utilities or how maintenance, alteration, repair, upgrading, or snowplowing work for the private road/joint drive will be done or cannot agree upon the costs thereof, the owners of the Lots shall together choose one (1) arbitrator whose decision(s) regarding such item(s) shall be final and shall bind the parties.

Notwithstanding anything contained in this Agreement, the owner of each Lot shall maintain, repair and snowplow the private road right-of-way so as to always comply with the requirements of all applicable Gaines Charter Township ordinances and in such a manner as to assure that the private road is safe for travel at all times.

The owners of each Lot shall also pay an equal fractional share of the cost of installing the private road with the Easement in compliance with all applicable Township ordinance requirements. Such allocation of the expense of installing the private road among the owners of the Lots can be varied only by written agreement between the Lot owners as to the cost allocations, so long as the owners of one or more of the Lots in total pay 100% of the cost of installing the private road.

4. A private road sign built to the specifications of the Kent County Road Commission shall always be maintained at the intersection of the Easement with 68th Street (the public road) and the Easement/private road shall be given a name. No other structures (except utilities), signs, or similar items shall be placed, installed, or maintained within the Easement without the consent of the owners of a majority of the Lots, unless the arbitration procedure mentioned in Paragraph 3 hereof is utilized.

5. No vehicle shall be parked on or within the Easement, nor shall any impediment be placed, installed, stored or maintained on or within the Easement. It is the intent of this document that the Easement shall remain free and clear to allow the owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off of the Easement.

No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Easement (or the private road/joint driveway therein) by any of the other Lot owners benefitted by the Easement or their invitees. Normal ingress and egress and use shall include not only use by the owner or owners of each Lot, but also by their family, guests, invitees, delivery services, trades people and others bound for or returning from any of the properties having a right to use the private road/joint driveway.

6. If any part of the Easement, private road/joint driveway or properly placed structures within the Easement are damaged by the owner of a Lot (or by his or her family or invitees), then that owner shall be fully responsible for promptly repairing the damage and paying for the same.

7. No Lot shall ever be further split, subdivided or divided except to adjust a common boundary line without prior zoning and land division approval by the Township. No more than one (1) residential dwelling shall be built, maintained or placed upon each Lot.

8. Grantor, their successors, and any and all future owners of any Lot shall indemnify, save and hold Gaines Charter Township (as well as its officers, agents, and employees) harmless for, from and against any and all claims, causes of action, costs, or damages for personal injury and/or property damages arising out of or related to the use of the Easement or the private road, or the failure to properly construct, maintain, repair, and/or install the appurtenance thereto. The owners of all properties benefited by the Easement shall be jointly and severally liable and responsible for maintaining the entire length of the private road/joint driveway in the Easement and to maintain the same in full compliance with all Gaines Charter Township ordinance requirements and standards. This Agreement shall also be enforceable by the Gaines Charter Township Board at its option. If the private road/driveway is not maintained to the requirements of all Gaines Charter Township ordinance requirements, the owners of the Lots utilizing or benefited by the Easement shall be deemed, by the recording of this Agreement, to have petitioned for the creation of a special assessment district by the Township Board to maintain or upgrade the private road /joint driveway within the Easement. Alternately, the Gaines Charter Township Board, at its option, can improve and maintain the private road so that it meets the requirements of all Gaines Charter Township ordinances, and the Gaines Charter

Township Board can charge the owners of each Lot who utilize or are benefited by the private road/joint driveway for the reasonable costs of maintenance or improvement thereof, with all such costs secured by either placing a lien on the benefited Lot(s) or by placing the costs on the tax roll for the Lots.

9. If the owner of any Lot fails to pay the costs properly incurred pursuant to Paragraphs 3 or 6 hereof within thirty (30) days, such unpaid costs shall accrue interest at the rate of seven percent (7%) per annum (or at the highest interest rate permitted by Michigan law), and such costs, together with relevant interest, shall become a lien upon the Lot involved.

10. Each lot shall be used and kept in compliance with the Gaines Charter Township Zoning Ordinance.

11. Unless otherwise expressly approved by Gaines Charter Township, each Lot shall have only one (1) driveway and such driveway shall access the private road/shared driveway within the Easement at only one place.

12. Gaines Charter Township and the owner of each Lot shall each have the right to enforce the restrictions and provisions of this Agreement by filing a lawsuit in the Kent County Circuit Court or other court having jurisdiction at the time. If Gaines Charter Township or the owner of a Lot who seeks to enforce any provision of this Agreement prevails in court in whole or in part, that person as the prevailing party shall be awarded its, his or her actual attorney fees and costs. In no event, however, shall attorney's fees or costs be assessed against the Township.

13. The Easement/private road shall never serve more than the three (3) Lots without zoning and land division approval by the Township, nor provide access to more than one (1) dwelling on each of the Lots.

14. If a private road/joint driveway entrance is secured by a security gate, retractable

gate or similar barrier or mechanism, the Gaines Charter Township Fire Chief or his/her designee shall always be given a current key, security code or other mechanism to ensure access to all portions of the private road/joint easement in case of a fire or other emergency.

15. No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable writing signed by all of the then-owners of all Lots and also by the Supervisor of Gaines Charter Township (or its successor municipality). This Agreement can be amended to add additional restrictions and covenants by the recording of a document signed by all of the then-owners of all Lots, so long as any such amendment does not attempt to remove, lessen or negate any of the restrictions contained herein which are based upon Gaines Charter Township ordinance requirements or any Township approvals for the private road.

16. The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land and shall both bind and benefit Grantor, all future owners of the Lots and their heirs, assigns and successors in and to the land.

17. The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions.

18. The street, road, or joint driveway covered by this Agreement is private and is not required to be maintained by the Board of Kent County Road Commissioners. See MCL 560.261. Nor shall any public funds of Gaines Charter Township be used to build, repair or maintain such street, road or joint driveway.

DTP PROPERTIES, LLC

By: Dale Pasma
Dale Pasma, Member

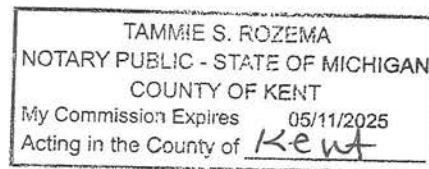
STATE OF MICHIGAN)
COUNTY OF Kent)ss

The foregoing instrument was acknowledged before me this 27th day of December, 2023 by Dale Pasma, Member of DTP Properties, LLC, who is personally known to me or who has produced his or her driver's license as identification.

Tammie S. Rozema

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

Drafted by and after recording return to:
James L. Koetje (P32089)
Law Offices of James L. Koetje, P.C.
4095 Chicago Drive, SW, Ste. 105
Grandville, MI 49418
616-534-9637



Project No. 230342

CERTIFIED SURVEY

Sheet 1 of 2

Date: May 8, 2023

For: Dale Pasma
DTP Properties
PO Box 307
Byron Center, MI 49315

REVISED:

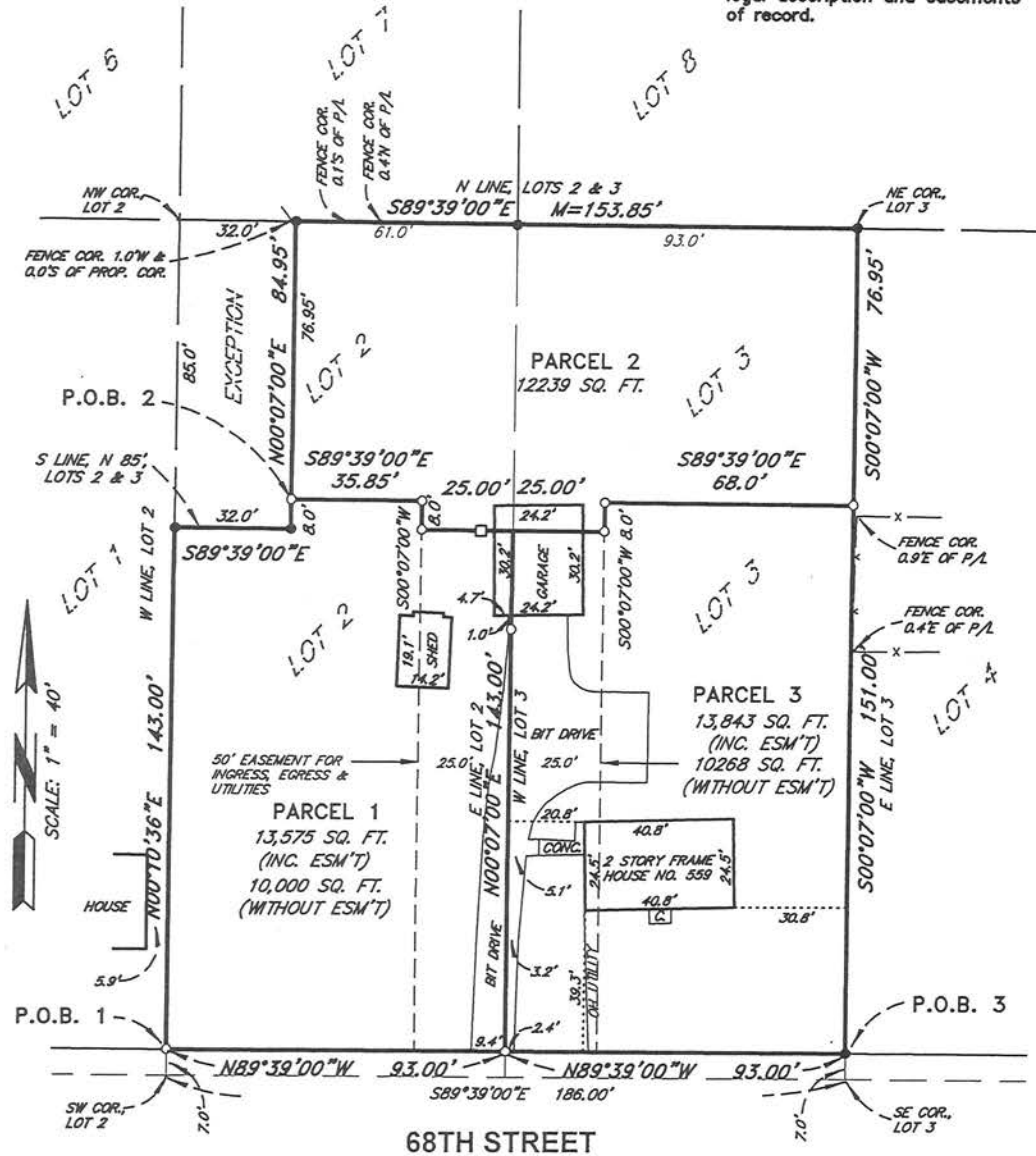
October 20, 2023—reconfigure parcels
November 3, 2023—Irons set to new layout

Prop. Address: 559 68th St SE

LEGAL DESCRIPTIONS
(See Sheet 2 of 2)

NOTE:

A title insurance policy was not provided at the time of this survey. One should be obtained to compare for accuracy of legal description and easements of record.



This survey was made from the legal description shown hereon. The drawing and description should be compared to the Abstract of Title or Title Insurance Policy for easements, restrictions, rights-of-way, or differences in description not indicated hereon. I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

LEGEND

- - SET 1/2"x18" CAPPED IRON
- - IRON FOUND
- - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- P - PLATTED DIMENSION
- M - MEASURED DIMENSION
- ⊙ - CENTERLINE
- **- FENCE LINE

Roosien & Associates
SURVEYING AND ENGINEERING

5055 PLAINFIELD AVENUE, NE
GRAND RAPIDS, MICHIGAN 49525
TELE. (616) 361-7220



BY *Michael Manning*

Date: May 8, 2023
 For: Dale Pasma
 DTP Properties
 PO Box 307
 Byron Center, MI 49315

REVISED:
 October 20, 2023—reconfigure parcels
 November 3, 2023—Irons set to new layout

Prop. Address: 559 68th St SE

LEGAL DESCRIPTIONS

PARCEL 1: Part of Lot 2, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said lot to the Place of Beginning; thence N00°10'36"E 143.00 feet along said West line; thence S89°39'00"E 32.00 feet along the South line of the North 85 feet of said lot; thence N00°07'00"E 8.00 feet along the East line of the West 32 feet of said lot; thence S89°39'00"E 35.85 feet; thence S00°07'00"W 8.00 feet; thence S89°39'00"E 25.00 feet; thence S00°07'00"W 143.00 feet along the East line of said lot; thence N89°39'00"W 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning.

Subject to and together with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

PARCEL 2: Part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 150.00 feet along the West line of said Lot 2; thence S89°39'00"E 32.00 feet along the South line of the North 85 feet of said lot; thence N00°07'00"E 8.00 feet along the East line of the West 32 feet of said Lot to the point of beginning; thence N00°07'00"E 76.95 feet along said East line; thence S89°39'00"E 153.85 feet along the North line of said Lots 2 and 3 to the Northeast corner of said Lot 3; thence S00°07'00"W 76.95 feet along the East line of said Lot 3; thence N89°39'00"W 68.00 feet; thence S00°07'00"W 8.00 feet; thence N89°39'00"W 50.00 feet; thence N00°07'00"E 8.00 feet; thence N89°39'00"W 35.85 feet to the Place of Beginning.

Together with with a 50.0 foot wide Easement for Ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

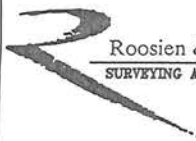
PARCEL 3: Part of Lot 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, described as: Commencing at the Southwest corner of Lot 2, said Lafayette Acres; thence S89°39'00"E 186.00 feet along the South line of said Lots 2 and 3 to the Southeast corner of said Lot 3; thence N00°07'00"E 7.00 feet along the East line of said Lot 3 to the Place of Beginning; thence N89°39'00"W 93.00 feet along the North line of 68th Street (variable width); thence N00°07'00"E 143.00 feet along the West line of said Lot 3; thence S89°39'00"E 25.00 feet; thence N00°07'00"E 8.00 feet; thence S89°39'00"E 68.00 feet; thence S00°07'00"W 151.00 feet along the East line of said Lot 3 to the Place of Beginning.

Subject to and together with a 50.0 foot wide Easement for ingress, egress and utilities in part of Lots 2 and 3, Lafayette Acres, Gaines Township, Kent County, Michigan, according to the recorded plat thereof, the centerline of which is described as: Commencing at the Southwest corner of said Lot 2; thence N00°10'36"E 7.00 feet along the West line of said Lot 2; thence S89°39'00"E 93.00 feet along the North line of 68th Street (variable width) to the Place of Beginning of said centerline; thence N00°07'00"E 143.00 feet along the East line of said Lot 2 to the Place of Ending of said centerline.

This survey was made from the legal description shown hereon. The drawing and description should be compared to the Abstract of Title or Title Insurance Policy for easements, restrictions, rights-of-way, or differences in description not indicated hereon. I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

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- FENCE LINE

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 GRAND RAPIDS, MICHIGAN 49525
 TELE. (616) 361-7220



BY 



MEMO

Staff Communication

DATE: February 12th, 2024

TO: Gaines Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Cooks Crossing Enclave Site Condominium

SUMMARY OF TOPIC:

The applicant requests preliminary site condominium plan approval for a 25-unit residential development proposed as the Cook's Crossing Enclave. All site condominium units are at least 14,000 square feet in size, will exhibit a variety of single family detached housing models, will be served by utilities, and will be located along a private drive with sidewalks, street trees and lighting.

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 dated December 21st, 2023.

The Planning Commission reviewed 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. On January 25th, 2024, they recommended the Board approve the site condominium site plan.

FINANCIAL IMPACT:

The developer will finance and install all necessary utilities and site improvements, so there is no financial cost to the Township. Application review costs are paid for by the developer.

BUDGET ACTION REQUIRED:

No budget action is required.

STAFF RECOMMENDATION:

Based on the staff and Planning Commission review, staff recommends that a positive resolution regarding the preliminary site condominium plan be approved.

Planning Commission recommended the following conditions:

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.



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

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

RESOLUTION NO. 24-01-25 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 Waayenburg and supported by Member Wiersma 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: Wiersema, Rober, Giarmo, Haagsma, Waayenberg, Thomas, Billips

NO: None

ABSTAIN: None

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

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

RESOLUTION NO. 2024-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2024, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

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 Board of Trustees 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;

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

WHEREAS, the Gaines Charter Township Board of Trustees has received the request and has considered all standards of approval.

Township Board Resolution No. 2024-_____

Cook's Crossing Enclave

MEETING DATE

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. Approval of the Preliminary Site Condominium

The Gaines Charter Township Board of Trustees approves 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 approves 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 Gaines Charter 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. 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.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2024-_____ and approves 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 condominium plan. However, one (1) year extensions are allowable if authorized by the Township Board.

A motion was made to adopt this resolution by Township Board Member _____ and supported by Township Board Member _____, the roll call vote being as follows:

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on _____, 2024.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2024

Township Board Resolution No. 2024-_____
Cook's Crossing Enclave
MEETING DATE

EXHIBIT A
CONDOMINIUM BYLAWS
COOK'S CROSSING ENCLAVE

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EXHIBIT A

CONDOMINIUM BYLAWS

Article 1. ASSOCIATION OF CO-OWNERS

1.1 Organization. Cook's Crossing Enclave is a residential site condominium project located in Gaines Township, Kent County, Michigan being developed in one phase consisting of twenty-five (25) building sites. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

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

Article 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit. Each Co-owner of a Unit in the Project shall also be a member of the Master Association and shall be responsible for annual fees levied by the Master Association as described more fully in Section 5.6 of these Bylaws and in the Master Project Master Deed.

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

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Unit in the Project, nor shall the Co-owner be entitled to vote (except for

elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if the Co-owner is not in default in payment of assessments levied against the Co-owner's unit. The Developer shall be permitted to vote each Unit owned by the Developer, irrespective of whether the Developer has made any payments relating to the expenses of administration of the Project.

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

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

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

Article 3. MEETINGS AND QUORUM

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

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

provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

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

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project.

3.5 Owner Control. If 75% of the Units in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

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

3.7 Quorum of Members. The presence in person or by proxy of thirty five percent (35%) of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any Co-owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Article 4. ADMINISTRATION

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

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

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Project;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Project;
- (d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Project;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

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

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

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

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

(k) Fostering a sense of community among residents within the Project in any ways the Board deems appropriate, including the organizing and financing of social events;

(l) Designating a representative from the Board to the Board of Directors of the Master Association, and enter into agreements with the Master Association for the care and maintenance of the General Common Element private roads in the Project; and

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

The Board has complete discretion to select the vendors, contractors, and other service personnel to operate and manage the Project. No Co-owner shall have the right to challenge or otherwise dispute any decisions of the Board, whose decisions shall be binding on all Co-owners.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

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

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the responsibility of the Co-owner of a Unit as set forth in the Master Deed, shall be made by the Co-owner of the Unit. To the extent a Co-owner defaults in the Co-owner's responsibilities under this Section, the Association may undertake responsibilities on behalf of the Co-owner, in accordance with the provisions of Section 4.3(e) of the Master Deed. Any Co-owner who desires to make repairs to a Limited Common Element or structural modifications to the front elevation of the residence on the Co-owner's Unit must first obtain the written consent of the Association, and the Co-owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Co-owner to perform maintenance and repairs to a Unit.

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

4.5 Reserve Fund. The Association shall maintain a reserve fund or maintain a Reserve Fund under Agreement with the Master Association, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative 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.

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

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

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty seven percent (67%) or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the 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.

In addition, to the extent that the Developer is made a party to any litigation or other proceeding brought by or against the Association, the Association shall indemnify the Developer and hold the Developer harmless against all loss, costs, claims, and damages arising out of that proceeding; however, the foregoing indemnification of the Developer shall not apply in the event that a court of competent jurisdiction determines that the Developer had committed willful or wanton misconduct or gross negligence in connection with the matter for which indemnification is sought. The Association's defense of the Developer shall occur using legal counsel selected by the Developer, at the sole cost and expense of the Association. Notwithstanding anything in Section 13.4 of these Bylaws or in Article 9 of the Master Deed to the contrary, the provisions of this Section shall not be amended without the prior written consent of the Developer.

Article 5. ASSESSMENTS

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

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

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

(b) **Budget Adjustments.** Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding the lesser of Ten Thousand Dollars (\$10,000.00) or Four Hundred Dollars (\$400.00) per Unit annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than the lesser of Ten Thousand Dollars (\$10,000.00) or Four Hundred Dollars (\$400.00) per Unit in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5: or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty seven percent (67%) or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by ally creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless

the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in a single annual installment as of January 1, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Co-owners begin to use the Common Elements on a regular basis.

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

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

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under the Co-owner shall be liable for assessments charged against the Unit that become due before the redemption period

expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

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

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Annual Dues of Master Association. In addition to the assessments described in this Article 5, each Co-owner is responsible for annual dues levied by the Master Association. If any Co-owner fails to pay any annual dues levied by the Master Association, the Co-owner shall be subject to the same legal remedies from the Master Association as are applicable to the Co-owner under Article 5 of these Bylaws. Additional rights of the Master Association against any defaulting Co-owner are described in more detail in the Master Project Master Deed.

5.7 Financial Responsibility of the Developer. The Developer shall not be responsible for payment of either general or special assessments levied by the Association at any time, except that the Developer shall be responsible for general assessments with regard to any Unit on which the Developer has completed construction of a model home used for sales purposes during the Development and Sales Period.

(a) Pre-Turnover Expenses. Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced. Developer may, at its option,

fund any deficit in operating expenses prior to the Transitional Control Date by lending all or a portion of the deficit to the Association, with the Association being responsible for repaying the loan plus interest, to the extent of available funds, prior to the Transitional Control Date. At the time of the Transitional Control Date, the Developer will be liable for the funding of any deficit of the Association which was in existence as of the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall have no responsibility for any general or special assessments, except with regard to any Units owned by the Developer on which model homes are constructed, as noted in the introductory sentence of this Section 5.6.

(c) Exemption from Certain Expenses. Under no circumstances shall the Developer be responsible for any portion of any general or special assessments levied for deferred maintenance, for reserves, for capital improvements or additions, or for financing litigation or potential litigation or other claims against the Developer.

Article 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project, except for the calendar year in which the Project was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the Property existed as an established Project on the tax day, shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Co-owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association or the Master Association, shall be appointed as Attorney-in-Fact for each Co-owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at the Co-owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Co-owner's Unit, and for the Limited Common Elements appurtenant to the Co-owner's Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's personal property located within the Co-owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-owner's Unit or on the Limited Common Elements appurtenant to the Co-owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Co-owner's residence. The Association and all Co-owners shall use reasonable efforts to see that all insurance carried by the Association or any Co-owner contains provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association or under Agreement with the Master Association, against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

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

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

(f) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. if any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. If the damaged General Common Element is a roadway or other infrastructure improvement, the Association shall restore the damage, irrespective of the desires of the Co-owners. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Co-owner shall be responsible for the cost of any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Control Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the

award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of sixty seven percent (67%) or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as the Co-owners deem appropriate.

(c) Amendment to Master Deed. In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing total value of the Condominium of 100%. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this Article, Section 133 of the Act shall control upon any taking by eminent domain.

Article 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this Article. Design standards promote quality, value and stability, for Unit Co-owners. The standards in this Article are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such residence, shall have been submitted to and approved in writing by Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. or by Michael McGraw Homes are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications, which are not

suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

7.3 Architectural Control Committee. An architectural review committee (the "**Architectural Control Committee**") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that subsequent exterior changes or modifications meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following completion of the house, no accessory buildings, sheds, fences, walls, driveways, walkways, play structures, basketball court, or other improvements shall be constructed within any Unit or elsewhere on the Property; and no exterior modification shall be made to any existing residence, structure, or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole. In addition, to the extent that any proposed landscaping, hedges, trees, or other planting are not customary or typical of similar landscaping within the Project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Architectural Control Committee. Eastbrook Homes, Inc. is a residential home builders deemed approved by the Developer and by the Architectural Control Committee. If building construction is intended to commence within two (2) months after the date of plan approval, the name of the proposed residential builder must be submitted at the time the plans and specifications are submitted. If construction is to be delayed beyond two (2) months, the name of the proposed residential builder must be submitted for approval at least 60 days prior to the commencement of construction. In its approval process, the Developer or Architectural Control Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools, must also be done by contractors approved in writing by the Architectural Control Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) **Improvements.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. No outbuildings, sheds, or other detached structures shall be permitted on any Unit or on any adjacent General Common Element yard area.

(b) **Decks.** No deck may be constructed on any residence without first complying with the review and approval provisions described in this Article 7.

(c) **Letter and Delivery Boxes.** Individual mailboxes are not permitted for mail. The United States Postal Service requires the Developer to establish cluster boxes (CBU) for mail delivery.

(d) **Fences.** Fencing will not be permitted without the prior written approval of the Architectural Control Committee.

(e) **Landscaping and Trees.** Landscaping within a Unit shall be completed by the Co-owner by the earlier of (i) one year after the completion of construction of a residence on a Unit, or (ii) 180 days after occupancy of the residence constructed on the Unit. The landscaping to be completed by the Co-owner shall include grading the Unit, covering landscaped area with four inches of fertile topsoil, and sufficiently seeding the landscaped area with perennial grass seed, or otherwise landscaped as provided by the landscape plan for the Project. All trees which are planted within the boundaries of a Unit by the Developer or its successors and assigns shall be maintained by the Co-owner of the Unit on which the tree(s) is planted. Such trees shall not be removed unless the tree is diseased or endangers life or property.

(f) **Satellite Dishes.** A Co-owner may install a satellite dish on the Co-owner's Unit, subject to reasonable prior approval by the Architectural Control Committee and the following:

(i) All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

(ii) All satellite dishes shall be placed in either the side yard (i.e., between the building and the side Unit line) or the rear yard (i.e., between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

(iii) The size of the satellite dish shall not exceed a diameter of thirty-six (36) inches.

(iv) There shall be no placement of any satellite dish in the front yard (i.e., between the street and the residence) unless the criteria

stated herein cannot be met due to the required line-of-sight with the satellite.

(v) Satellite dishes may be located outside the criteria set forth above if the Co-owner can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstruction or sight line interference. The exact location and height of the satellite dish rests within the discretion of the Architectural Control Committee and/or the Board of Directors.

(vi) The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

(g) **Basements and Foundations.** Each residence shall be constructed on a full basement and foundation.

7.7 Codes and Ordinances. In addition to the construction requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of Article 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project. The architectural review requirements shall not apply to the Developer during the Development and Sales Period, and the Architectural Control Committee shall have no control over the activities of the Developer during the Development and Sales Period.

7.9 Architectural Control Committee Appointment. Following the Development and Sales Periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7.10 Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Article, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements.

Article 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence and purposes incidental to residential use, home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining the Co-owner's personal or professional library; (b) keeping the Co-owner's personal business or professional records and accounts; or (c) handling the Co-owner's personal or business telephone calls and correspondence.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Developer or the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Compliance with Master Project Master Deed. Each Co-owner shall comply with all of the provisions, including the use and occupancy provisions, set forth in the Master Project Master Deed.

(b) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Co-owner's Unit without prior approval of the Developer or the Architectural Control Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(c) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or Sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(d) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source or annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(e) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be conducted on the Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in the Co-owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(f) Signs. No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a unit for sale, which is not larger than 4 square feet in size), shall be displayed from any residence or on any Unit or Common Element which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(g) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no such furniture or other personal property shall be stored on any patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

(h) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-owner's family of any firearms or other dangerous weapons, projectiles or devices anywhere on or about the Property, consistent with applicable Township ordinances and State law.

(i) Pets and Animals. No more than three (3) common household pets may be maintained on any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No

animal shall be permitted to run loose upon the Common Elements, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Any person who causes or permits any animal to be brought onto or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws." Any Co-owner who believes a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

(j) Recreational Vehicles. No recreational vehicles, boats or trailers shall be parked or stored anywhere within the Project or in the vicinity of a Unit (other than within a garage with the garage door fully closed) for more than a period of seventy two (72) hours without the prior written approval of the Association. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage where totally isolated from public view.

(k) Automobiles. No more than two automobiles or other vehicles customarily used for transportation purposes shall be parked outside an enclosed garage on a daily basis, except with the prior written approval of the Association. Under no circumstances may any vehicle be parked on a lawn or grassy area; vehicles may only be parked on the driveway serving the residence on a Unit. No automobiles or other vehicles that are not in operating condition may be kept outside a closed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about any Unit, except for trucks or vehicles making deliveries in the normal course of business.

(l) Landscaping. Since the Association is responsible for lawn mowing and other landscaping within the perimeter of each Unit, as well as for the General Common Elements, no Co-owner shall be permitted to undertake any landscaping activities within the Co-owner's Unit, except that each Unit Co-owner may plant shrubs and flowers within the Unit, subject to any rules and regulations established by the Developer or the Review Committee.

(m) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all Units. The waste hauler may separately invoice each Co-owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides

rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding Common Element maintenance or improvements.

(n) **Exterior Lighting.** No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Architectural Control Committee.

(o) **Pools and Accessories.** Above-ground pools are prohibited. In-ground pools shall meet the requirements of Gaines Township. Fencing around pools is permitted to meet Township requirements, but all pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

(p) **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(q) **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.4 Zoning Compliance. In addition to the restrictions contained in Article 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty six percent (66%) or more of all Co-owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and

occupied for the benefit of the Co-owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against another Co-owner in the Project, but not against the Association or the Developer.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

8.10 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Article 9. MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Article as the "Mortgagees"). The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a Mortgagee will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Co-owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) **Past Due Assessments.** A Mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claim for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments charged to all Units including the mortgaged Unit).

9.3 Additional Notification. The Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if requested in writing by the affected agency.

Article 10. LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance.

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

(a) **Notice.** The Association shall notify the Co-owner by certified mail advising of the alleged violation by the non Co-owner occupant.

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

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Article may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or non Co-owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the non Co-owner occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non Co-owner occupant.

Article 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit, the Co-owner shall give written notice to the Association within 5 days after consummating the transfer. The notice shall state the name of the new owner and shall provide the date of the transfer. If the Association requests a copy of the document transferring title, the Co-owner shall provide that document promptly.

Article 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Co-owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

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

(a) **Purchaser's Option.** At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Unit or the Project.

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

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Article 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

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

13.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of

the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association Bylaws;
- (5) the Rules and Regulations of the Association; and
- (6) the Disclosure Statement.

**MASTER DEED
OF
COOK'S CROSSING ENCLAVE**
(Pursuant to Act 59, Public Acts of 1978, as amended)

Kent County Condominium Subdivision Plan No. _____ containing:

- (1) Master Deed establishing Cook's Crossing Enclave.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by and
After Recording Return To:

Kathleen M. Adams
1188 East Paris Ave., Suite 100
Grand Rapids, Michigan 49546

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Exhibit A – Condominium Bylaws of Cook’s Crossing Enclave

Exhibit B – Condominium Subdivision Plan for Cook’s Crossing Enclave

Exhibit C – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium aCT

MASTER DEED
of
COOK'S CROSSING ENCLAVE

This Master Deed is signed and delivered on the ____ day of _____ 2024, by **SIGNATURE LAND DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Ave., Suite 100, Grand Rapids, Michigan 49546 (the "**Developer**"), upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a site condominium project to be known as Cook's Crossing Enclave (the "**Project**"), in the Township of Gaines, Kent County, Michigan on a parcel of land as described in Article 2.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Article 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a residential site condominium. The twenty-five (25) units (each a "**Unit**") which may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

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

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described as follows:

INSERT LEGAL DESCRIPTION OF PROJECT

2.2 Beneficial Easements and Beneficial Rights. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by and subject to the ingress, egress, sanitary sewer, water, drainage, utility and other easements described and/or shown on Exhibit B. The Master Project Master Deed establishes certain General Common Elements within the Master Project, and those General Common Elements are for the benefit of all subdivisions within the Master Project, including this Project. These General Common Elements include the private roadways, sidewalks, walkways, parks, utility distribution systems, and other elements designed for the benefit of the subdivisions, including this Project. Accordingly, Co-owners of Units within the Project have the benefit of the General Common Elements as described in the Master Project Master Deed, subject to the terms and conditions of the Master Project Master Deed.

Article 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Meadows of Cannon Farms Site Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

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

(b) **Administrator.** "**Administrator**" means the Office of Policy and Legislative Affairs, Michigan Department of Labor and Economic Growth, which is designated to serve as administrator of the Act.

(c) **Association.** "**Association**" or "**Association of Co-owners**" means Cook's Crossing Enclave Site Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

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

(e) **Common Elements.** "**Common Elements**" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article 4 of this Master Deed.

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

(g) **Condominium Documents.** "**Condominium Documents**" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** "**Condominium Property**" or "**Property**" means the land referenced in Article 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

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

(j) **Condominium Unit.** "**Condominium Unit**" or "**Unit**" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(k) **Co-owner.** "**Co-owner**" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities (which may include the Developer) who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term "**Owner**", wherever used, is synonymous with the term "**Co-owner**".

(l) **Developer.** "**Developer**" means Signature Land Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(m) **Development and Sales Period.** "**Development and Sales Period**" means the period continuing for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

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

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

(p) **Master Association.** "**Master Association**" means Cook's Crossing Master Condominium Association, a Michigan nonprofit corporation, as established in the Master Deed of Cook's Crossing Master Condominium, Kent County Subdivision Plan No. 794.

(q) **Master Association Agreement.** "**Master Association Agreement**" means the Agreement between Cook's Crossing Master Condominium Association and Cook's Crossing Enclave Site Condominium Association, for the maintenance of the General Common Elements private roads.

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

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

(t) **Project.** "**Project**" or "**Condominium**" means Cook's Crossing Enclave, a residential site condominium development established under the provisions of the Act.

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

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

Article 4. COMMON ELEMENTS

4.1 General Common Elements. As noted in Section 2.2 above, the Project has the right to use certain General Common Elements as described in the Master Project Master Deed, including the private roadways and related infrastructure within the Master Project. In addition, the General Common Elements of this Project are:

(a) **Real Estate.** The Property referenced in Article 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit, and any portion of the Property designated in Exhibit B as a Limited Common Element), including side yards and rear yards outside of the Unit boundaries, and also including easement interests appurtenant to the Condominium, including, but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project; and

(b) **Excepted Interests.** Some of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems may be owned by the local public authority or by the public utility company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Element solely to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(c) **Cluster Mailboxes.** The post office is requiring the Developer to install Cluster Mailboxes Units (CBU) for mail delivery. Any CBU installed within the Project will be the responsibility of the Association.

4.2 Limited Common Elements. As noted in Section 2.2 above, the Project has the right to use certain Limited Common Elements as described in the Master Project Master Deed. In addition, the Limited Common Elements of this Project are:

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

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Delivery Boxes.** The mail and/or paper box which is located on a Unit, if any.

(e) **Front Yards, Driveways and Walkways.** The front yard areas shown on the Subdivision Plan, including the portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit;

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

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

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

(a) **Limited Common Elements.** Except as provided in this Section, each Co-owner shall be individually responsible for the routine cleaning, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Co-owner's Unit;

(b) **Unit Improvements and Other Co-owner Responsibilities.** Unit Co-owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements situated within the boundaries of a Unit, including any portions which may extend beyond the Unit boundaries up to the paved roadways. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units;

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

(d) **Default Maintenance by Association.** In the event a Co-owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair replace or otherwise maintain the Co-owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to residences, yards, or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date; and

(e) **Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

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

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned by written application to the board of directors of the Association by all Co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

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

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

Article 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such Unit shall include all the space within the Unit boundaries and above a depth of 20 feet and extending upwards to a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned

to each Unit shall be changed only in the manner permitted by Article 9, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee (except as provided in the Act) or other interested person. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose. Any unit modifications shall be subject to applicable governmental statutes, ordinances, rules and regulations.

Article 6. NONEXPANDABILITY OF CONDOMINIUM

The Project established by this Master Deed consists of twenty-five (25) site condominium units. The Project is not an expandable project under the Michigan Condominium Act.

Article 7. NONCONTRACTABILITY OF CONDOMINIUM

The Project is not a contractible project under the Act.

Article 8. EASEMENTS

8.1 Easements on the Subdivision Plan. The easements shown on the Subdivision Plan shall benefit and burden the Units and Common Elements as shown on the Subdivision Plan attached as Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium Documents or in the Master Association Agreement.

8.2 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair

or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Easements Reserved by Developer. The Developer reserves easements over the Project as follows:

(a) **Access Easements.** The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives, walkways, and bicycle paths located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways, and bicycle paths that Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "Access Easements").

(b) **Utility Easements.** Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable.

(c) **Benefited Property.** The Access Easements may provide ingress and egress rights over the Project for the benefit of any real property designated by the Developer, including, without limitation, any Unit, other real property adjacent to or within the vicinity of the Project, and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the Project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bicycle path, utility line, or utility main, wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any Units, other real property adjacent to or within the vicinity of the Property, and any other real property that Developer owns or may acquire in the future.

(d) **Perpetual.** The Access Easements and the Utility Easements (collectively, the "Developer Easements") are perpetual non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time, at the sole election of the Developer.

(e) **Additional Access.** The Developer also reserves the right of reasonable access over the entire Project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction, and to operate construction machinery and equipment within the Project, for the purposes of constructing, improving, repairing, or replacing improvements within the Developer Easements.

(f) **Assignment.** The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

Article 9. AMENDMENT, TERMINATION AND WITHDRAWAL

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

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

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such

mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Co-owners, with the consent of not less than two-thirds of the Co-owners and, when required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

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

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

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

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

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

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

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

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

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

Article 11. LIMITATION OF LIABILITY

The enforcement against the Developer of any obligations of the Developer in the Condominium Documents shall be limited to the interest of the Developer in the Project at the time the enforcement occurs. No judgment against the Developer shall be subject to execution on, or shall be a lien on, any assets of the Developer, other than the Developer's interest in the Project.

[Signatures appear on following page.]

This Master Deed has been signed by the Developer as of the date stated on page one.

SIGNATURE LAND DEVELOPMENT COMPANY,
a Michigan corporation

By: _____
Michael R. McGraw, President

STATE OF MICHIGAN
COUNTY OF KENT

This document was acknowledged before me the ____ day of _____ 2024, by Michael A. McGraw, the President of Signature Land Development Company, a Michigan corporation, on behalf of the corporation.

Kathleen M. Adams
Notary Public, Kent County, MI
My commission expires: 04/07/2026
Acting in the County of Kent

EXHIBIT C

AFFIDAVIT OF MAILING

**NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT**

STATE OF MICHIGAN
COUNTY OF KENT

_____, being duly sworn, states that on _____, _____, she served copies of a Notice of Intent with regard to the Cook's Crossing Enclave Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Gaines Township
8555 Kalamazoo Ave., SE
Caledonia, MI 49316

Kent County Road Commission
1500 Scribner NW
Grand Rapids, MI 49504

On-Site Wastewater Unit
Water Bureau/Dept. of Env Quality
P O Box 30273
Lansing, MI 48909-7773

Kent County Drain Commission
1500 Scribner NW
Grand Rapids, MI 49504

Michigan State Dept. of Transportation
Bureau of Highway Operations, Design Div.
425 W. Ottawa Street
P O Box 30050
Lansing, MI 48909

Subscribed and sworn to before me on _____, _____.

Notary Public, Kent County, Michigan
Acting in the County of Kent, Michigan
My commission expires:



MEMO

Staff Communication

DATE: February 12th, 2024

TO: Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Private Road Waiver Request for Loretta View

SUMMARY OF TOPIC:

Staff requests a waiver from the requirement to submit a maintenance agreement under Chapter 22, Section 2(E) "Non-Conforming Roads and Driveways, Serving Additional Properties without an Extension".

In November 2023 staff approved a land division to split a parcel that has frontage on a road named Loretta View (see below). The parcel formerly included both the red and blue parcels and was owned by the Pylemans. The Wilsons purchased the red property. Staff failed to enforce the requirement to get a Road Maintenance Agreement (RMA) in place before the division was approved, and it isn't currently a



buildable parcel as it doesn't perc.

Loretta View is non-conforming in that there are more than five parcels and it's only built to Shared Street standards. The road is shared by eight property owners, so it is currently defined as a non-conforming "shared driveway" under 22.3(C). The road is about 16 feet wide so not conforming for a Private Street but does have a 66-

foot easement. A private street requires a 66-foot-wide easement, construction in conformance with Kent County Road Standards, and 26-foot width. It's in good condition and has a cul-de-sac with a radius of approximately 25 feet. The owners of property using Loretta View have a maintenance agreement in place that all are party to.

The Wilsons did intend to add a buildable parcel to Loretta View, which the ordinance allows without full scale upgrade to a Private Road. The ordinance allows up to two parcels to be added to non-conforming roads without full upgrade, and one other parcel (3371 Loretta View) obtained a building permit in May of 2021. This would be the second and final parcel to be added to Loretta View without a full upgrade to a private street.

When they applied to create a buildable parcel by reconfiguring lot lines on their new property, staff informed them they needed to get the RMA in place, but they were concerned that they will never be able to get existing users to agree to it, not knowing any of them. They stated they would not have purchased the lot if they knew this would be required to create a buildable parcel in that area. This left the Wilsons without the option to add a parcel without constructing a CA. 1,200 foot shared driveway from 76th Street, which would be prohibitively expensive.

ORDINANCES:

The ordinance does allow up to two parcels to be added to an existing access road without upgrades if certain stipulations are met. As noted above, 3371 Loretta View has used one of those two allowances.

Chapter 22.2 of the Zoning Ordinance reads:

E. Serving Additional Properties without an Extension. An existing lawful nonconforming private street or shared driveway may serve two (2) additional parcels, lots, or units without the need to upgrade the entire length and surface area of the private road or shared driveway to comply with the requirements of this Chapter, as long as:

- 1. It is not extended in length;*
- 2. The traveled surface and condition of the street or driveway are determined to be freely passable year-round for general traffic and emergency vehicles and is approved by the Zoning Administrator, after consultation with the Township Engineer, Building Official, and Fire Official; and*

3. An easement maintenance agreement is approved by the Township and is recorded or amended in full compliance with Section 22.9 of this Chapter.

In this case the request to add a new buildable parcel onto Loretta View meets the first two requirements, but not the third, and that is the subject of the waiver request.

Under 22.10 Modifications and Waivers an applicant may be granted a waiver from the Board if the request meets certain standards.

D. Standards of Approval. The following criteria shall be applied by the Township Board regarding a modification waiver:

1. Strict compliance with the requirement(s) would be unreasonable and unnecessarily burdensome because of prior construction; previously established easement arrangements; unique physical surroundings, shape, or topographical conditions of the property as distinguished from a mere inconvenience; or property dispute or economic hardship.

The applicable standard would create an economic hardship for the Wilsons as they invested in the purchase of property that they believed could be accessed from Loretta View. The Wilsons would not have bought the property otherwise. Staff did not clearly communicate that an RMA would be necessary for a new parcel, nor did staff understand the goal of the Wilsons to create a lot in this configuration.

2. The modification or waiver may be granted without detriment to the public safety, health, or general welfare, or damage to any other property by way of the utilization of alternative design features.

The Township Engineer evaluated the roadway and noted that it is in good condition, passable and adequate for the current volume of residential traffic. The cul-de-sac radius is about 25 feet, about 16 feet smaller than would be required.

3. The conditions upon which the request for a waiver or modification is based are unique to the property involved and not applicable generally to other properties or other private streets or shared driveways.

Normally, an RMA would be required prior to creation of a new parcel on a non-conforming street. In this case staff failed to enforce that provision of the ordinance, creating a unique situation.

4. Approval of a waiver or variance will not otherwise result in a violation of any other Township ordinance, including the Zoning Ordinance, or of any other requirement of law.

Approval of a waiver will not result in a violation of the ordinance.

5. The conditions making the waiver request necessary were not created by the applicant.

In this case, staff failed to enforce the requirement to get a RMA in place prior to the division of land, creating a practical difficulty for the current land owner.

FINANCIAL IMPACT:

There will be no financial impact to the Township.

BUDGET ACTION REQUIRED:

No budget action is necessary.

STAFF RECOMMENDATION:

This item has been tabled at the December and January Board meetings and will need to be taken off the table for consideration.

Several points bear consideration by the Board. Regarding the terms of the existing Loretta View RMA, the Township can not make a determination on it's adequacy or terms; it is an agreement between private parties that the Township is not party to.

Second, the Township should not consider whether the boundaries of the Loretta View RMA are applicable to the property in question, for the same reason.

Third, the Board may not specify a particular parcel configuration by the Wilsons, it is a right under state law to divide land if it meets the Land Division Act and applicable local ordinance.

The parties involved will need to work out whether the Wilsons will become party to the existing RMA.

The Board consideration is solely whether to waive the requirement to provide a Township format Road Maintenance Agreement to add the Wilsons parcel to a non-conforming road.

The Board will need to determine whether staffs request for the waiver is reasonable considering;

- 1) The situation has come about due to staff's failure to enforce the ordinance creating a unique situation.
- 2) The addition of one more parcel to the existing RMA, is permitted under the ordinance.
- 3) It is staff's opinion that an additional single-family lot will not create a significant impact on the condition of the road in the long term.

RESTRICTIVE COVENANTS
and
PRIVATE DRIVE CONDITIONS
for

PROPERTY IN NW 1/4, SECTION 14, T5N, R11W,
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

WHEREAS BENTING & KAMMINGA LANDSCAPE, of 3149 44th STREET S.E.,
Grand Rapids, MI 49512, as owners of the following described land to wit:

SEE ATTACHMENT "A"

and as owners, desire to impose certain restrictive covenants and private drive conditions on said land, for the purpose of insuring the use of above described land for single family residential purposes only and for the further purpose of preserving and improving the attractive features of the property and the community and securing to each parcel owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property, than is necessary to insure the same advantages to other parcel owners.

THEREFORE, the above mentioned owners hereby covenant and agree to hereby impose the following restrictions and private drive conditions which shall be binding for a period of time as hereinafter set forth.

1. The following described premises shall be used as a joint private drive known as Country Lane Private Dr. for the benefit of all lands within said NW 1/4, Section 14, which abut thereto in accordance with the terms and conditions of this agreement:

Part of the South 1/2 NW1/4, Section 14, T5N, R11W, Gaines Township, Kent County, Michigan, described as: BEGINNING at the West 1/4 corner of Section 14; thence N00°33'03"W 577.93 Feet along the West line of Section 14; thence N89°59'07"E 250.0 feet along the South line of the North 750.0 feet of said South 1/2, NW 1/4; thence N00°33'03"W 47.0 feet; thence N89°59'07"E 40.40 feet; thence N00°33'03"W 500.0 feet; thence N89°59'07"E 1021.78 feet along the North line of the South 1/2, NW1/4; thence S00°29'48"E 1328.32 feet along the West line of the East 960.75 feet of the South 1/2, NW 1/4; thence S89°59'55"W 1697.93 feet along the East-West 1/4 line to the place of beginning.

a). The owners hereby grant and convey rights of ingress and egress to future property owners whose lands abut said private drive for entrance and exit to Hanna Lake Road.

b). The owners hereby agree to pay all costs for the construction of said private drive which shall be no less than 16 feet in width with a bituminous concrete surface. Said drive construction shall be completed no later than _____.

c). The cost of snow removal, and of sweeping and maintenance of the hard surface drive shall be borne equally by each homeowner who uses the drive for ingress and egress to their private residence. A majority of said homeowners shall agree upon the appropriate time for assuming and paying such obligations and such determination shall be binding upon all homeowners using said drive and shall be a lien upon the property of the homeowner thereof if not paid when declared to be due by such majority, and such lien may be recorded by such majority and enforced by them in the same manner as a mortgage is foreclosed through the Kent County Circuit Court.

2/22
3/1

231
206
2440

(4)

2. The following building restrictions and covenants are hereby imposed on said premises.

a). No building or structure of any kind shall be used for any purpose except a single family residential dwelling, or appurtenances thereto, and no structure shall be erected, altered, placed or permitted to remain on any such residential building site other than a residential dwelling not more than two and one-half ($2\frac{1}{2}$) stories or 35 feet in height, and a private garage for not more than three (3) automobiles and any other appurtenances to such residential dwelling.

b). The finished living area of each residential dwelling exclusive of open porches, carports, garages and unfinished basements shall not be less than 1,300 square feet. All buildings shall conform to the existing Gaines Township Zoning Ordinance.

c). No existing structure shall be moved on to any lot from an off-site location.

d). All buildings, including garages, shall be constructed of new materials only, and the exterior of all buildings shall be either wood, glass, brick or stone or a combination of these materials. Without limiting the foregoing, it is further provided that no exposed block, asbestos, cement shingles or metal siding (excluding metal siding which is painted or enameled or otherwise prepared by the manufacturer) shall be used; and concrete block or tile construction above ground shall be expressly prohibited unless its exterior surface shall be covered with stucco or other material approved by the Architectural Committee.

e). No lot or combination of lots shall be used for construction of a residential dwelling unless there is constructed on such lots or lot a garage or carport, either as a separate unit, or as a part of and included within the residential dwelling.

f). An Architectural Committee composed of ~~Gene Benting and Ron Kamminga~~, and two additional property owners as they shall appoint, reserve the right to approve the design and location of any structures. Prior to the commencement of any construction, a plot plan and architectural drawing shall be submitted to said Architectural Committee who shall have fifteen (15) days to approve or reject said plan. Said plans and plot plans shall conform to and be in harmonious with the external design and general quality of the then existing standards of the area, and as to location of the structure with respect to the topographical and ground elevations. No one other than said Architectural Committee shall have a right to enforce this paragraph. In the same event the Committee fails to approve or disapprove (in writing) within this fifteen (15) day period, or in any event if no suit to enjoin construction has been commenced prior to the completion of the structure, approval will not be required and the covenants requiring such approval shall be deemed to have been fully complied with. This paragraph shall be of no force and effect after ten (10) years from the date of recording of this instrument. Approval of such plans and plans shall be in the sole discretion of said Architectural Committee. In

the event of death, mental incompetency or resignation of any member of the Committee, the remaining member or members of the Committee shall have full authority to act for such Committee. A majority vote of the Committee in writing shall constitute approval of the Committee.

g). No obnoxious or offensive trade shall be carried upon any lot nor shall anything thereon which may be or may become an annoyance or nuisance to the neighborhood.

h). Construction once commenced on a building site must be completed within twelve (12) months from the date of commencement. Drain field must be kept in working condition. Any damage done by lot owner must be repaired at their expence.

i). No trailer, basement, garage house, or any other temporary type of dwelling or structure shall be used as a residence, either temporarily or permanently, on any lot, and construction of any residential dwelling once begun shall be completed within a reasonable time and in a workmanlike manner, and such completion shall occur prior to occupancy. Each lot used for dwelling purposes shall be suitably landscaped, and no accumulation of ashes, junk or other offensive objects or material shall be permitted to accumulate upon any lot.

j). No accessory building shall be constructed without written approval by the Architectural Committee. The Architectural Committee shall make such judgment based on the following concern:

1). Architectural compatibility with the residence and the adjoining properties.

2). Compliance with the Gaines Township Zoning Ordinance as it relates to accessory buildings.

3). Location of the building with respect to property lines & topography.

k). No animals, other than household pets, shall be kept on any parcel without written approval by the Architectural Committee. Household pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, order or unsanitary conditions.

On parcels containing five or more acres, the Architectural Committee may approve horses or other animals with the following conditions:

1). They may not be kept for breeding or commercial use.

2). They must be properly housed and fenced.

3). They may not adversely affect adjoining lot owners with respect to noise, odor or unsanitary conditions.

3. Term, etc. The rights and obligations hereunder, and the covenants and building restrictions shall run with the land and shall be binding on all grantees, heirs, assigns or any person taking from or through any owner of any parcel herein described. The covenants and building restrictions in Paragraph 2 shall remain in full force and effect until June, , and shall automatically be continued for succeeding periods of ten (10) years, unless a release or modification of restrictions signed by the then record owners of at least 60% of the parcels is filed with the public official who at that time is elected or appointed for the recording of deeds and like instruments in Kent County, Michigan.

4. Violations. If any owner or any person holding under or taking through or from any owner of any of the parcels shall violate any of the covenants heretofore set forth, it shall be the right of any lot owner or persons owning or holding under any lot owner to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and restriction, and to prevent him or them from so doing and/or to recover damages or secure other relief for such violation.

5. Future Owners. Any grantee of any of the parcels in the restricted area, together with their heirs, grantees or assigns, by acceptance of deed of conveyance to any such lot hereby covenants and agrees to comply with and be

bound by all of the provisions in this Agreement set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of April, 1990.

Witnesses:

Benting & Kamminga Landscape

Gene Benting
Gene Benting

Ron Kamminga
Ron Kamminga

NANCY MONTERUSSO
Notary Public, Kent County, MI
My Commission Expires Oct. 20, 1993

(8)

August 2, 2011

Jeff and Annette Boot
Bob and Joy Pylman
Roger and Chris Roosien
Randy and Karen Stehlik
Mark and Lauri Veneman
Brent and Sherri Verburg

We, the above, are all residents on Lorettaview private drive. We are all aware that Lorettaview drive is eroding. Each of us is doing our best to preserve our private drive.

At this time we are proposing that each of us pay \$400.00 per year to be deposited in Lake Michigan Credit Union by October 15 of each year. The money will be held and reimbursed to any of us for out of pocket as the road is repaired or to be paid for the yearly snowplow fees. (To be reimbursed for repairs, receipts will need to be collected and reviewed by two neighbors.)

The Veneman's will collect the yearly fee. If at any time any of the neighbors on Lorettaview would like to review records of deposit or distribution of funds the records will be provided. If a neighbor moves, the money will not be refunded to the neighbor. The hope is to eventually have enough money in the account to resurface/ repair/ re-do the private drive.

Please sign below if you are in agreement.

GAINES TOWNSHIP

1685 - 68th Street, S.E.
P.O. Box 8583
Grand Rapids, MI 49508
Office Phone: 698-6640

January 29, 1990

To Whom It May Concern :

Parcel 41-22-14-100-033 would have the full allotment of 4 splits of less than 10 acres available to it. As of June 1, 1995, the count would go to 0 and another 4 splits of 10 acres of less would be allowed.

Jim Uyl, Supervisor
Charter Township
of Gaines



8555 Kalamazoo Ave., SE
Caledonia, MI 49316

www.gainestownship.org

Phone: 616-698-6640
Fax: 616-698-2490

Name
Address
Address

Hello [NAME OF OWNER],

I hope this letter finds you in good health and spirits heading into the holiday season.

I'm writing to you today to see if you would be willing to consider participating in a formal Road Maintenance Agreement for the Loretta View roadway. There are many private roadways in the Township that have been built over the years that do not have a formal agreement in place which in some circumstances has led to disagreements over shared costs of maintenance, rights of access, new utility costs, snow plowing, and a basic set of rules about how to come to agreement over shared costs.

Depending on the specifics of each situation, this Maintenance Agreement is usually required under our land division ordinance when new parcels are created that use the road. One of your neighbors desires to add a single home parcel to the Loretta View easement.

If approved by you and your neighbors, the Agreement will be registered at the County and tied to your deed, so that future owners remain part of it. Normally there is a fee and escrow collected for Township legal review, but in this case the Township is waiving both so there will be no cost to you to get the Agreement set up.

I've enclosed a draft agreement that is standard form for Township approval for you to consider.

I have sent this letter to all of your neighbors that share frontage along Loretta View, so you may want to discuss this with them, and please feel free to call or email me as well.

Sincerely,

Dan Wells
Community Development Director
Gaines Charter Township
Email: Dan.wells@gainestownship.org
Cell phone: (616) 980-6188

GAINES CHARTER

TOWNSHIP

PLANNING & ZONING DEPARTMENT

2023 ANNUAL REPORT

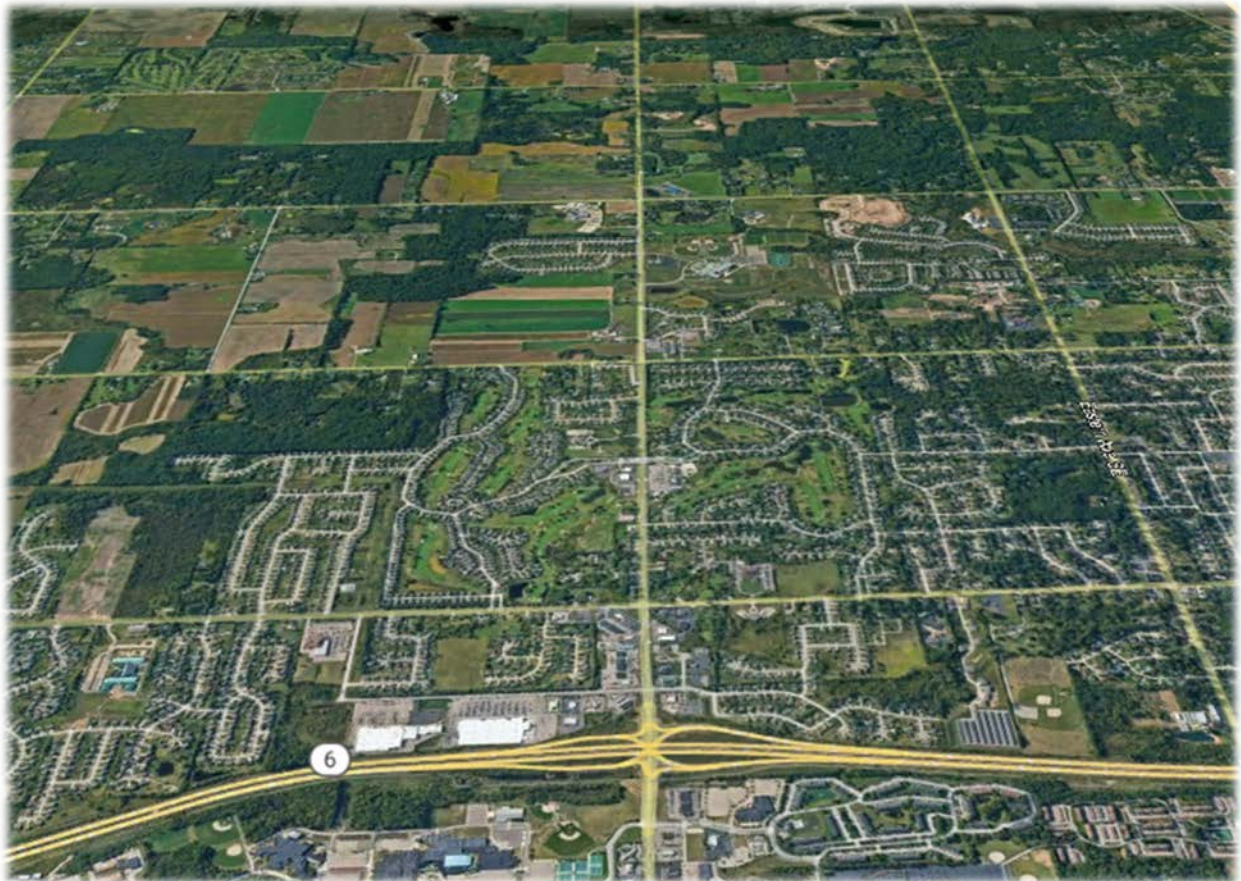


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Executive Summary

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:

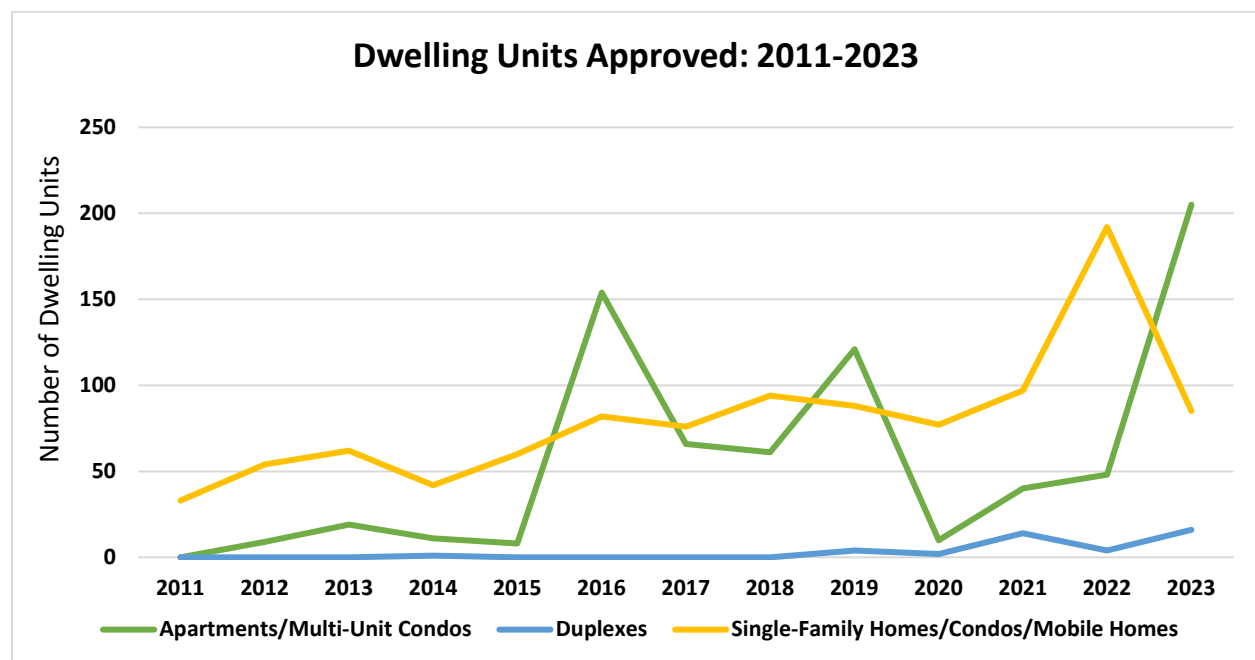
In our capacity as Planning and Zoning Department staff, we are committed to providing the Planning Commission, Zoning Board of Appeals, and Township Board with professional assistance so that together we may work towards the vision created in the Township Master Plan. As staff, we see ourselves as the 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.

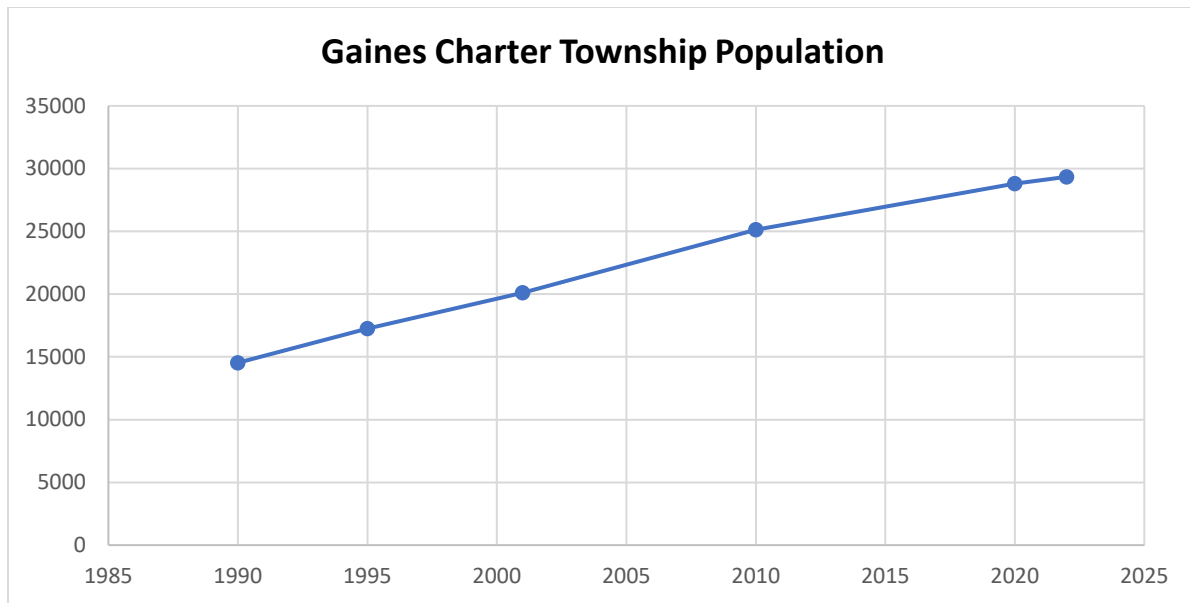
Current Planning Division

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. 169 single family homes.	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%