

Village of Caledonia

Index of Zoning Ordinance
Amendments

Through May 10, 2010

**Index - Zoning Ordinance Amendments
Caledonia Village Centre & Glen Valley Estates / Business
Through May 10, 2010**

Caledonia Village Centre

7/13/1981	CVC	Resolution to Approve Final Development Plan (Included) - Caledonia Village Centre
7/13/1981	CVC	Amend Zoning Ordinance to Amend Section 4.2 Zoning Map to Provide PUD - Caledonia Village Center
12/14/1981	CVC	Resolution to Revise Final Development Plan - Caledonia Village Centre - Sanitary & Storm Sewer
5/2/1985	CVC	Resolution - Caledonia Village Car Wash (9481 Cherry Valley)
10/12/1987	CVC	Ordinance to Amend the Zoning Ordinance - U.S. Post Office - (9339 Cherry Valley)
10/10/1988	CVC	Ordinance to Amend the Zoning Ordinance - Old Kent Bank - (9325 Cherry Valley)
10/10/1988	CVC	Ordinance to Amend Zoning Ordinance - Hastings City Bank - (9265 Cherry Valley)
10/10/1988	CVC	Ordinance to Amend the Zoning Ordinance - Drive Through Restaurant - (9441 Cherry Valley)
10/11/1993	CVC	Ordinance 93-32 to Amend the Zoning Ordinance - McDonalds - (9383 Cherry Valley)
2/28/1994	CVC	Ordinance 94-22 to Amend the Zoning Ordinance - McDonalds - (9383 Cherry Valley)
3/2/1994	CVC	Agreement - Service Drive - S&H & McDonalds - (9383 Cherry Valley)
5/9/1994	CVC	Ordinance 94-62 to Amend the Zoning Ordinance - NBD aka Chase Bank - (9235 Cherry Valley)
7/24/1995	CVC	Ordinance to Amend the Zoning Ordinance - U.S. Post Office - (9339 Cherry Valley)
6/10/1996	CVC	Ordinance 96-__Z- Amend Zoning Ordinance - Caledonia Village Car Wash aka Great Lakes Car Wash - (9481 Cherry Valley)
11/9/1998	CVC	Ordinance 98-18Z to Amend the Zoning Ordinance - NBD aka Chase Bank - (9235 Cherry Valley)
9/28/2004	CVC	Ordinance 04-35Z to Amend the Zoning Ordinance - Villager Strip Mall - (9321 Cherry Valley)
2/14/2005	CVC	Ordinance 05-03Z to Amend the Zoning Ordinance - Revise Caledonia Village Centre PUD - Design & Use Standards
12/1/2005	CVC	Memorandum - Revised Site Plan - Bank One (aka Chase) Lot J, Caledonia Village Centre PUD
10/12/2006	CVC	Ordinance 006-030 to Amend the Zoning Ordinance - D&W Quick Stop - (9441 Cherry Valley)
4/14/2007	CVC	Ordinance 007-05 to Amend the Zoning Ordinance - D&W Quick Stop (9441 Cherry Valley) & Caledonia Village Centre PUD Legal Descriptions
12/14/2009	CVC	Ordinance 009-26 to Amend the Zoning Ordinance - Library - Rezone from PUD to R2 - (6260 92nd St SE)
12/14/2009	CVC	Resolution 09-027 to Approve Special Land Use - Library - (6260 92nd St SE)

92nd Street

4/11/1994	92nd St	Ordinance 094-5Z to Amend the Zoning Ordinance - Amendment to Caledonia Village Centre PUD (92nd St (500') Private Street off Cherry Valley Avenue)
4/11/1994	92nd St	Resolution Granting Variance From Provisions in Village Subdivision Control Ordinance (Plat of Glen Valley Estates & Glen Valley Business Center)

Glen Valley

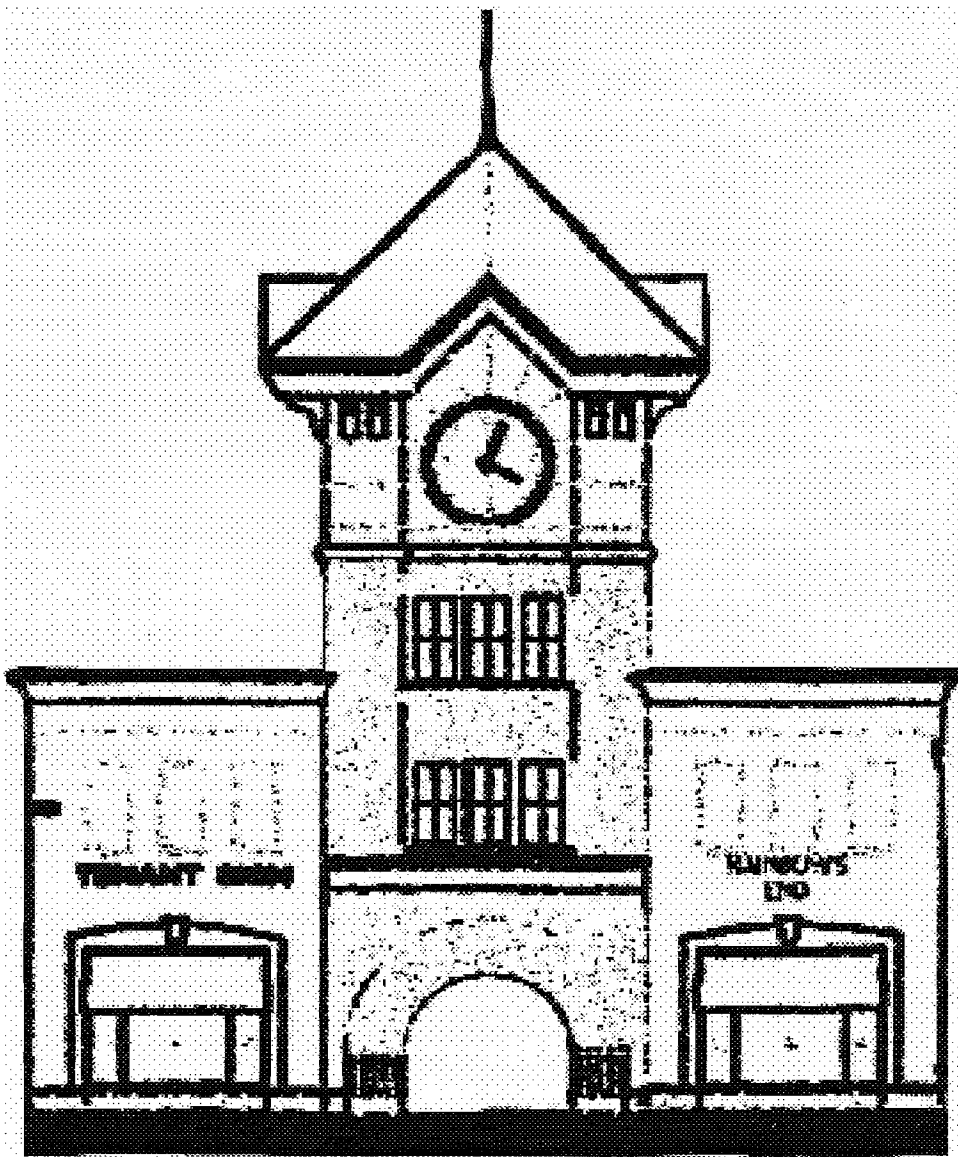
2/8/1993	GV	Ordinance 093-1 to Amend the Zoning Ordinance - Glen Valley Planned Unit Development - Rezone from AG to PUD
4/11/1994	GV	Ordinance 094-4Z to Amend the Zoning Ordinance - Amendment #1 in the Glen Valley PUD
6/13/1994	GV	Ordinance 094-7Z to Amend the Zoning Ordinance - Amendment #1 in Glen Valley PUD - Access Lots 3 & 4 to Emmons Lake Drive / 92nd St - See corresponding amendment to Caledonia Village Centre PUD
4/10/1995	GV	Ordinance 095-1Z to Amend the Zoning Ordinance - Amendment #2 in Glen Valley PUD - Glen Valley Estates Entry Sign on Glengarry Drive
5/8/1995	GV	Ordinance 95-2Z to Amend the Zoning Ordinance - Amendment #3 in Glen Valley Estates PUD - Pylon Sign on Lot 4 of Glen Valley Business (aka 9175 Cherry Valley)
3/10/1997	GV	Ordinance 97-__Z to Amend the Zoning Ordinance - Amendment #4 in Glen Valley Estates PUD - Reconfigure Lots on North Rodgers Drive from 2 to 3.
10/9/2000	GV	Ordinance 000-29Z to Amend the Zoning Ordinance - Amendment #5 in Glen Valley Estates PUD - Extend South Rodgers Court Through to 92nd St.
11/13/2000	GV	Resolution to Approve & Execute Roadway Agreement - South Rodgers Court Extension
12/18/2009	GV	Memorandum - Summary of PUD Ordinance Amendments - Glen Valley PUD

Glen Valley - Building & Use Restrictions Phases 1-6

12/7/1994	GV	Glen Valley Business Center Building & Use Restrictions - Phase 1 (Lots 1-8)
10/4/2001	GV	Glen Valley Business Center Building & Use Restrictions - Phase 2 (Lots 9-12)
12/7/1994	GV	Glen Valley Building & Use Restrictions - Phase 1 (Lots 1-64)
4/24/1997	GV	Glen Valley Building & Use Restrictions - Phase 2 (Lots 62-92)
10/28/1999	GV	Glen Valley Building & Use Restrictions - Phase 3 (Lots 93-114)
7/26/2002	GV	Glen Valley Building & Use Restrictions - Phase 4 (Lots 115-147)
10/16/2003	GV	Glen Valley Building & Use Restrictions - Phase 5 (Lots 148-189)
6/19/2006	GV	Glen Valley Building & Use Restrictions - Phase 6 (Lots 190-221)

Other

2/14/1994	V	Ordinance 094-12 to Amend the Zoning Ordinance - Caledonia Farmers Elevator - Rezone from R2 to C1
4/12/1993	V	Ordinance 093-22 to Amend the Zoning Ordinance - Caledonia Community Schools - Rezone from AG to R1
3/1/1956	V	Vine Street - Martins Addition - Covenants, Restrictions & Conditions
5/10/2010		Ordinance 010-03 to Amend the Zoning Ordinance (Zoning Map)

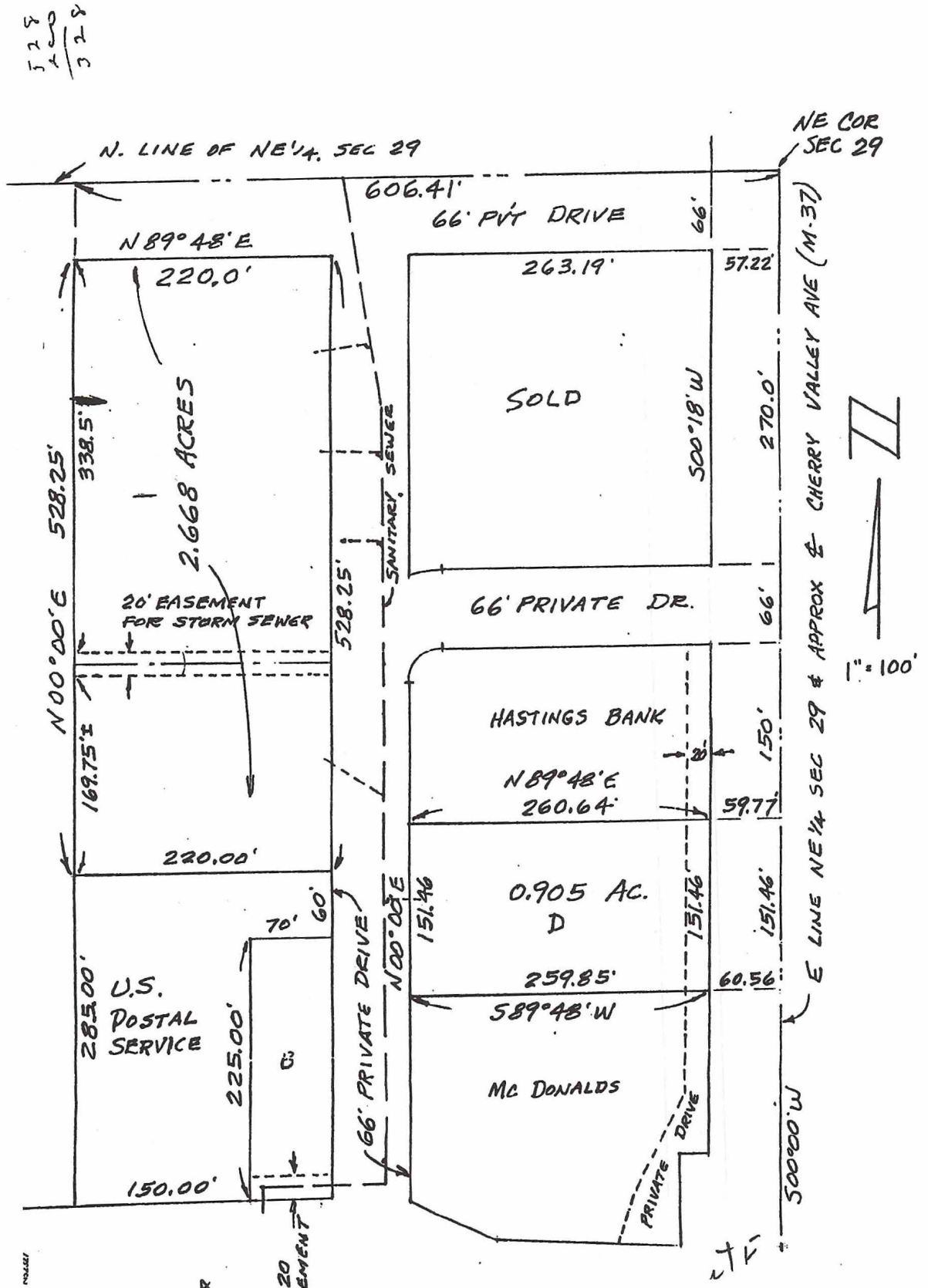


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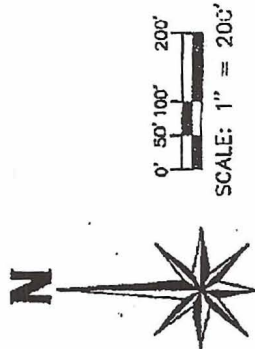
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File No.: 98/545 Date: 4/14/98



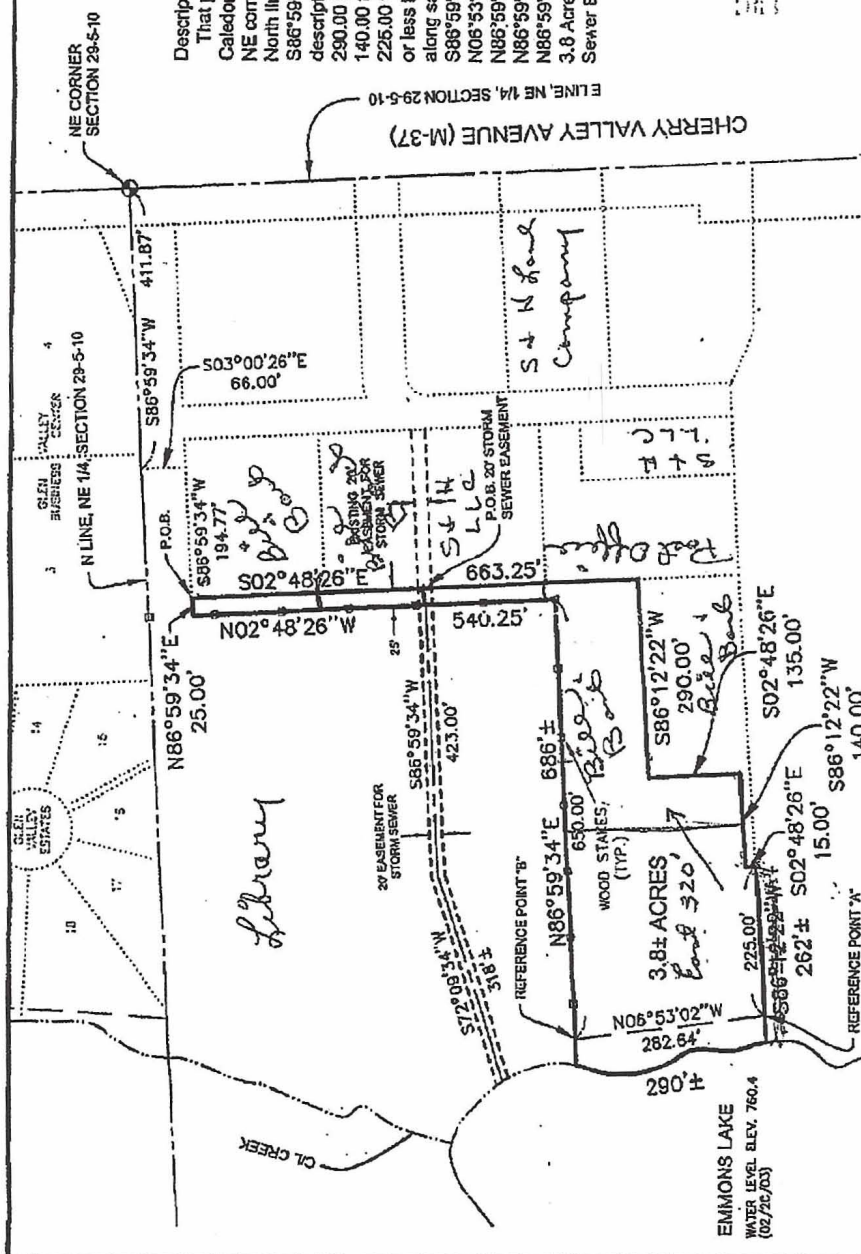
Description: That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S86°59'34"W 411.87 feet along the North line of said NE 1/4; thence S03°00'28"E 66.00 feet; thence S86°59'34"W 194.77 feet to the PLACE OF BEGINNING of this description; thence S02°48'26"E 663.25 feet; thence S86°12'22"W 290.00 feet; thence S02°48'26"E 135.00 feet; thence S86°12'22"W 140.00 feet; thence S02°48'26"E 15.00 feet; thence S86°12'22"W 225.00 feet to Reference Point "A"; thence S86°12'22"W 37 feet more or less to the shoreline of Emmons Lake; thence meandering Northerly along said shoreline 280 feet more or less to a point which bears S86°59'34"W from Reference Point "B" (Reference Point "B" is located N06°08'53"02"W 282.64 feet from said Reference Point "A"); thence N86°59'34"E 36 feet more or less to Reference Point "B"; thence N86°59'34"E 650.00 feet; thence N02°48'26"W 540.25 feet; thence N86°59'34"E 25.00 feet to the place of beginning. This parcel contains 3.8 Acres more or less. Subject to and including a 20 foot wide Storm Sewer Easement as described below.



exxel engineering inc.

5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3550 FAX (616) 531-2121

FILE NO.: SO31152 DATE: MARCH 19, 2003



Scale 1"=200'

D = Deeded dimension
M = Measured dimension
P = Platted dimension
S = Set iron stake
F = Found iron stake
C = Concrete monument
— = Fence line

Description of 20 Foot Wide Easement for Storm Sewer:

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, the centerline of which is described as: Commencing at the NE corner of Section 29; thence S85°59'34"W 411.87 feet along the North line of said NE 1/4; thence S03°00'26"E 66.00 feet; thence S66°59'34"W 194.77 feet; thence S02°48'29"E 348.50 feet to the PLACE OF BEGINNING of said centerline; thence S86°59'34"W 423.00 feet; thence S72°09'34"W 318 feet more or less to the shoreline of Emmons Lake to the place of ending.

ORIGINAL

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township & Village Hall, Caledonia, Michigan, on the 13th day of July, 1981, at 7:00 p.m.

Present: Klaver, Shook, J. Freeman and Roetman

Absent: M. Freeman, Erskine

The following Resolution was offered by Roetman
and supported by Klaver.

WHEREAS, S & H Land Company has submitted a Final Development Plan with regard to its proposed development of lands on Highway M-37 within the Village, and

WHEREAS, the Village Council has received the recommendation of the Village Planning Commission with regard to the Preliminary Development Plan, and has convened a hearing upon and has considered the Final Development Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Final Development Plan of S & H Land Company for its Caledonia Village Centre be, and it hereby is, APPROVED except as to sanitary sewer service and storm water drainage, these being the matters covered at Section 12.8(a)(4) and (5) of the Village Zoning Ordinance.

2. There is hereby included in the Final Development Plan a provision stating that no action of the Village Council

with regard to the Plan or the rezoning of said lands in accordance therewith, shall be effective with respect to sanitary sewer service or storm water drainage until further review of such matters by the Village Council and the taking of further action by the Council with regard thereto.

3. That part of the Final Development Plan pertaining to proposed landscaping and screening along the Emmons Drain located along the Westerly line of the lands covered by the Final Development Plan is hereby tabled until further consideration and action by the Village Council in its sole discretion. Accordingly, there is hereby added to the Final Development Plan a provision stating that, despite the adoption of a Rezoning Ordinance or other action of the Council with regard to the Final Development Plan, the Village Council may subsequently require the installation of the screening and landscaping along the Emmons Drain as now shown in the Final Development Plan, or other screening or landscaping at such location.

4. The Village's Consulting Engineers shall review those parts of the Final Development Plan affecting storm water drainage and sanitary sewer service, and shall make a report thereon to the Village Council prior to its August 1981 meeting.

5. The Village Council hereby determines that, except as to the matters specifically noted above, the Final Development Plan complies with the Village Zoning Ordinance, promotes the

intent and purpose thereof, is compatible with adjacent land uses, the natural environment, and the capacities of public services and facilities affected by the Project and is also consistent with the public health, safety and general welfare.

Ayes: All

Nays: None

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.



Village Clerk

EXHIBIT A

Attached to and made a part of an Ordinance
adopted by the Village Council of the Village
of Caledonia on the 13th day of July, 1981.

That part of the NE/4, Section 29, T5N, R10W, Village
of Caledonia, Kent County, Michigan, described as:
Commencing at the NE corner of said Section;
thence South 00°00' East 926.83 feet along the East
line of said Section; thence North 87°59' West 325.30
feet to the place of beginning of this description;
thence South 87°59' East 325.30 feet; thence South
00°00' East 985.19 feet along the East line of said
Section to a point which is North 00°00' East 733.3
feet from the East 1/4 corner of said Section; thence
South 89°34'17" West 230 feet, more or less, parallel
with the East-West 1/4 line, to the centerline of the
County Drain; thence meandering Northwesterly and
Westerly along the centerline of said Drain 1550 feet,
more or less, to the shoreline of Emmons Lake; thence
Northerly along said shoreline 73 feet, more or less,
to its intersection with a line which bears South
89°48' West from the place of beginning; thence North
89°48' East 969 feet, more or less, parallel with the
North line of said Section 29, to the place of
beginning.

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

NOTICE OF ADOPTION OF ZONING ORDINANCE AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN, that on July 13, 1981, the Village Council of the Village of Caledonia adopted an Ordinance amending the existing Zoning Ordinance of the Village of Caledonia.

Such Ordinance rezoned the following described lands in accordance with the Final Development Plan of S & H Land Company for its proposed Caledonia Village Centre Project:

That part of the NE/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of said Section; thence South 00°00' East 926.83 feet along the East line of said Section; thence North 87°59' West 325.30 feet to the place of beginning of this description; thence South 87°59' East 325.30 feet; thence South 00°00' East 985.19 feet along the East line of said Section to a point which is North 00°00' East 733.3 feet from the East 1/4 corner of said Section; thence South 89°34'17" West 230 feet, more or less, parallel with the East-West 1/4 line, to the centerline of the County Drain; thence meandering Northwesterly and Westerly along the centerline of said Drain 1550 feet, more or less, to the shoreline of Emmons Lake; thence Northerly along said shoreline 73 feet, more or less, to its intersection with a line which bears South 89°48' West from the place of beginning; thence North 89°48' East 969 feet, more or less, parallel with the North line of said Section 29, to the place of beginning.

Such Ordinance is subject to the provisions of a Resolution adopted by the Village Council on the same date with regard to the surface water drainage and sanitary sewer facilities serving the above described development.

A copy of the Amending Ordinance may be inspected or purchased at the offices of the Caledonia Village Clerk, 243 Maple Street, Caledonia, Michigan, during normal business hours.

JACQUELINE CHERRY, Village Clerk

S U P P L E M E N T A L I N F O R M A T I O N

FINAL DEVELOPMENT PLAN

C A L E D O N I A V I L L A G E C E N T R E

July 13, 1981

S & H Land Company, a Michigan partnership, with offices at 6140-28th Street, S.E., Grand Rapids, Michigan (the "Company") is seeking approval of the Final Development Plan of a planned unit development for the construction of a shopping center in the Village of Caledonia. The land is already zoned for planned unit development, but the development plans for projects within such a zone must be approved by the Village Council and Village Planning Commission. The Village Planning Commission has approved the Preliminary Development Plan for the shopping center.

The shopping center will initially consist of approximately 66,000 square feet and will be located on M-37 as more specifically described on Exhibits A and B; the project is not located within any flood plain area. Construction will commence immediately and be completed by March 1, 1982. The entire shopping center will be constructed in one stage.

Caledonia Village Centre will be anchored by a D & W Food Center and will also contain additional space for retail, commercial and office uses. It is anticipated that some of those additional uses will be a pharmacy, hardware, financial institution, gift shop, hair stylist, and dry cleaners. The Company hopes to attract medical personnel to operate a medical center as part of the development.

The project will be financed in part by bonds issued by The Economic Development Corporation of the Village of Caledonia ("EDC"). The EDC has previously given its approval to the project.

Page Two (2)

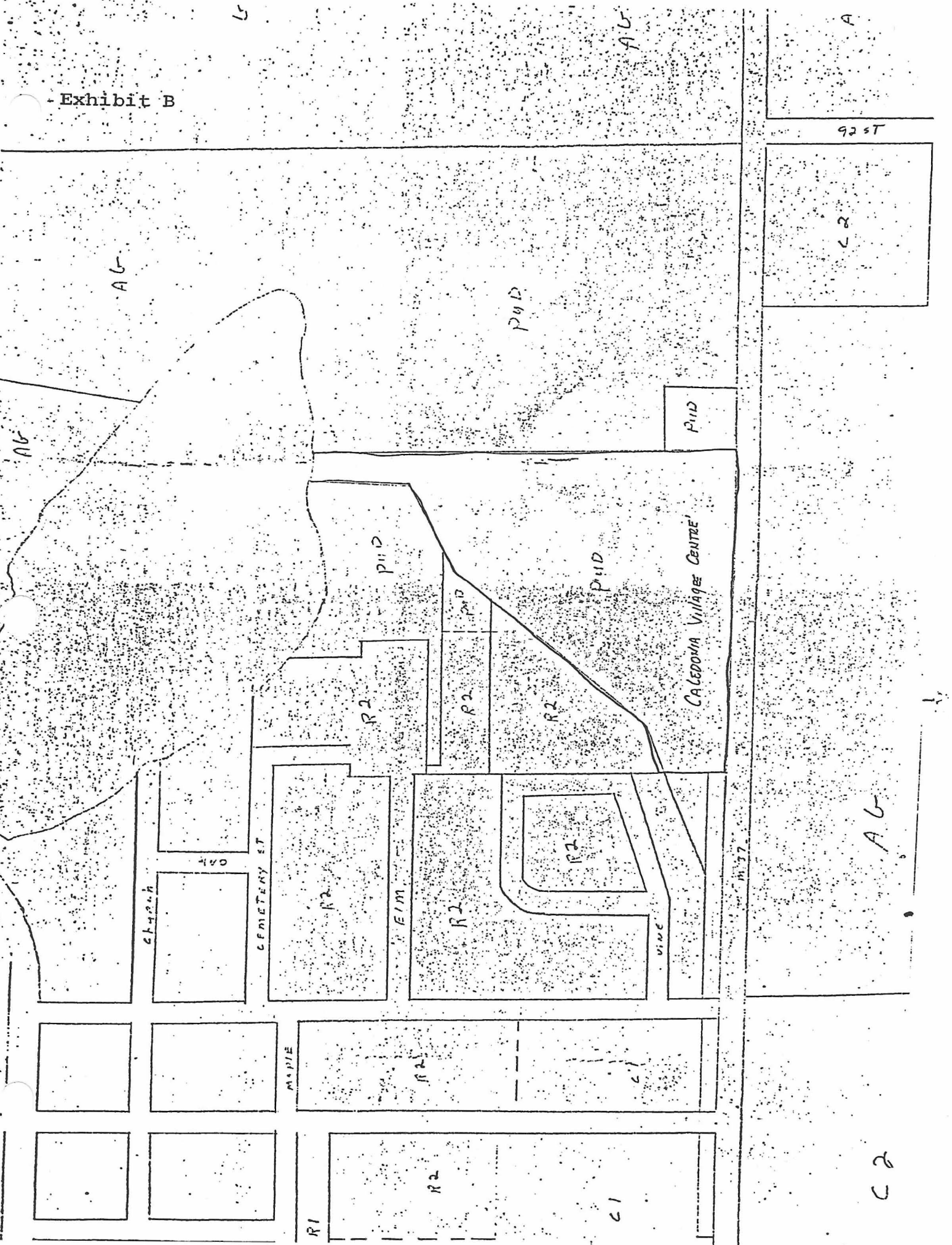
A detailed site plan has been submitted under separate cover for Village Council review. In addition, detailed architectural and construction drawings have been submitted. A memorandum of land contract evidencing ownership is also submitted.

The Company believes there is a need for a well-designed shopping center in the Caledonia area. The project will fill that need and provide for future expansion as the surrounding community grows. The Company is unaware of any reason why this project would have any adverse effects on public health and welfare. To the contrary, the Company believes the project will enhance the existing excellent quality of life of the Village of Caledonia and surrounding area by providing needed goods and services to residents.

Exhibit A

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of said Section; thence S00°00'E 926.83 feet along the East line of said Section; thence N87°59'W 325.30 feet to the PLACE OF BEGINNING of this description; thence S87°59'E 325.30 feet; thence S00°00'E 985.19 feet along the East line of said Section to a point which is N00°00'E 733.3 feet from the E 1/4 corner of said Section; thence S89°34'17"W 230 feet more or less, parallel with the E-W 1/4 line, to the centerline of the County Drain; thence meandering Northwesterly and Westerly along the centerline of said drain 1550 feet more or less to the shoreline of Emmons Lake; thence Northerly along said shoreline 73 feet more or less to its intersection with a line which bears S89°48'W from the place of beginning; thence N89°48'E 969 feet more or less, parallel with the North line of said Section 29, to the place of beginning.

Exhibit B



92 ST

C2

A

AG

C2

C1

R2

R1

MAPLE

R2

C1

VINE

R2

PUD

R2

R2

EIM

R2

PUD

PUD

AG

AG

exxel
engineering
inc.

3950 CLAY AVE. S.W.
GRAND RAPIDS, MICHIGAN 49503
PHONE (616) 941-1100

July 6, 1981

Mr. William Hitchcock
Garbow Real Estate, Inc.
6725 - 28th Street, S.E.
Grand Rapids, MI 49506

Re: Caledonia Shopping Mall

Dear Mr. Hitchcock:


On June 19, 1981, we received a telephone call from Mr. Gary Bondeson, an employee of the Michigan Department of Natural Resources, and were informed that the 100 year flood would be contained within the banks of the stream.

On that basis, we do not need a permit from the D.N.R. to construct the shopping mall, assuming we do not disturb the creek bank.

The D.N.R. has not yet determined the flood plain for Emmons Lake, but indicated it would probably be 4 to 5 feet above normal water level, which will be much below the floor elevation of the shopping mall.

If we can be of further assistance, please contact us.

Yours very truly,


Richard J. Van Laar, P.E.

mlg

MEMORANDUM OF LAND CONTRACT

kds
THIS MEMORANDUM OF LAND CONTRACT entered into this 27th day of October, 1980.
by and between:

H.D.F. Realty, Inc. A Michigan Corporation, whose address is
P.O. Box 578 Lake Odessa, hereinafter "Seller" and
S&H Land Company, a partnership, whose address is
6723 28th St. S.E. Grand Rapids, Michigan, hereinafter "Buyer".

W I T N E S S E T H :

WHEREAS, Buyer and Seller have entered into a Land Contract of even date herewith; and,

WHEREAS, the parties desire to enter into this Memorandum of Land Contract to give record notice of existence of said Land Contract.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated October 27, 1980, the following described premises situated in the Township of Caledonia County of Kent and State of Michigan, to-wit:

See Attached as to legal Description

Oct 29 11 12 PM '80
STATE OF MICHIGAN

The purpose of this Memorandum of Land Contract is to give record notice to the existence of the aforesaid Land Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

Signed, Sealed and Delivered
in Presence of:

Larry Combs

Lolly Slagter

Howard D. Fate (L.S.)
H.D.F. Realty, Inc. By: Howard D. Fate, President

William Shurlow (L.S.)
S&H Land Company, a partnership by:
William Shurlow, a partner (L.S.)

William Hitchcock (L.S.)
William Hitchcock, a partner

STATE OF MICHIGAN)

COUNTY OF Kent) s.s.

The foregoing instrument was acknowledged before me this 27th day of

NE COR. SEC. 29, T. 10 N., R. 10 W., E. 1/4, MON.
 PAVEMENT W 10.0' SW 50.00'
 NAIL IN SIDE OF T. POLE SW 50.00'
 NW COR. OF BLDG SE 115.43'

PLACE OF BEGINNING
 PARCEL B

Survey for: Paul Garbow Real Estate
 6725 - 28th Street, S.E.
 Grand Rapids, MI 49506

Description - Part of the NE 1/4, Section 29,
 T. 10 N., R. 10 W., Village of Caledonia,
 Kent County, Michigan.
 For complete legal descriptions,
 See Page 2.

E 1/4 COR. SEC. 29, T. 10 N., R. 10 W., E. 1/4, MON. B. 1
 PAVEMENT W 10.0' SW 50.00'
 NAIL IN SIDE OF T. POLE SW 50.00'
 CENTER OF ST. SIGN NW 60.83'

Rev 11-12-79

exel engineering inc.

3959 CLAY AVE. S.W. - GRAND RAPIDS, MI 49508
 PHONE (616) 531-3500

File No.: 791619 Date: October 16, 1979

PARALLEL WITH THE N LINE OF SEC. 29
 PLACE OF BEGINNING
 PARCELS A & B

PARCEL "A"

PARCEL "B"

PROPERTY IS SUBJECT TO A
 99 YEAR LEASE OVER THE
 S. 50.0' THEREOF AS RECORDED
 IN LIBER 67, PG. 543.

THIS LINE IS PARALLEL WITH
 THE E-W 1/4 LINE, SEC. 29

E-W 1/4 LINE, SEC. 29

10' SANITARY SEWER DRAINAGE
 12' E COUNTY DRAIN

YEAR
 RIGHT OF
 RES.
 INCLUDING
 CONTAINS

Scale 1" = 200'

- D = Deeded dimension
- M = Measured dimension
- P = Platted dimension
- o = Set iron stake
- O = Found iron stake
- x - Fence Line

red in conformance with the requirements of Act No. 132, P. A.
 survey error of closure is 1: 10,000, and that this document is
 duly Office of Register of Deeds.

R.L.S. No. 21589

P. A. A.

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township & Village Hall, Caledonia, Michigan, on the 13th day of July, 1981, at 7:00 p.m.

Present: J. Freeman, Linda Shook, R. Hartman

Absent: M. Freeman, C. Shook

The following Ordinance was offered by J. Shook
and supported by A. Klaven.

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia;

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof, entitled "Zoning Map" so as to provide that the lands described on Exhibit A hereof and included within the PUD Planned Unit Development District, shall be zoned in accordance with all of the terms and conditions of the Final Development Plan of S & H Land Company with regard to said lands.

Section 2. This Ordinance shall become effective immediately upon its adoption.

Section 3. The Village Clerk is directed to cause a notice of the adoption of this Ordinance to be published in a local newspaper of general circulation.

Ayes: All

Nays: None

ORDINANCE DECLARED ADOPTED.

J. Freeman
Village Clerk

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, on the 14th day of December, 1981, at 7:00 p.m.

Present: All Members

Absent: None

The following Resolution was offered by C. Belman and supported by J. Freeman.

WHEREAS, S & H Land Company has submitted a Final Development Plan with regard to its proposed development of lands on Highway M-37 within the Village, and

WHEREAS, the Village Council, on July 13, 1981, approved said Final Development Plan except as to certain matters, and

WHEREAS, the Village Council has adopted an amendment to the Village Zoning Ordinance rezoning the pertinent lands in accordance with the Final Development Plan, subject only to the provisions of a subsequent Resolution with regard to surface water drainage and sanitary sewer facilities serving the S & H Land Company Project.

NOW, THEREFORE, BE IT RESOLVED:

1. The provisions for sanitary sewer service and storm water drainage set forth in the Final Development Plan of S & H

Land Company for its Caledonia Village Centre, as such provisions have been revised and submitted to the Village Council, be and they hereby are, APPROVED.


2. Such revised sanitary sewer service and storm water drainage provisions are hereby included in the Final Development Plan.

3. This Resolution constitutes the further review and approval of the matters described herein, pursuant to the above described Resolution and Ordinance adopted by the Village Council on July 13, 1981. Such Resolution and Ordinance are hereby modified only as specifically noted herein, and remain in full force and effect in all other respects.

Ayes: all

Nays: none

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.


Village Clerk

*Car Wash
9481 Cherry Valley

VILLAGE OF CALEDONIA

County of Kent, Michigan

At a special meeting of the Village Council of the Village of Caledonia, held at the Township & Village Hall, Emmons Street, Caledonia, Michigan, on the 2d day of May, 1985, at 7:00 p.m.

Present: Freeman, Kidder, Erskine, Klaver, Barencse, DeVries and Kegerreis

Absent: None

The following Resolution was offered by Erskine and supported by Klaver.

WHEREAS, S & H Land Company has submitted a Final Development Plan for Caledonia Village Carwash, being an amendment of the previously approved Final Development Plan for Caledonia Village Centre; and

WHEREAS, the Village of Caledonia Planning Commission has convened a public hearing on the Preliminary Development Plan for Caledonia Village Carwash, and after reviewing the plan has recommended that the Village Council approve the Final Development Plan and rezone the lands in question for the uses and purposes requested by the applicant; and

WHEREAS, the Village Council has received the recommendation of the Planning Commission and has considered the same.

NOW, THEREFORE, BE IT RESOLVED:

1. The Final Development Plan of Caledonia Village Carwash, covering a portion of the lands of the Caledonia Village Centre PUD Planned Unit Development District, be, and it hereby is, APPROVED subject to and in accordance with all of the terms of this Resolution. A description of the lands covered by the Final Development Plan is attached hereto and made a part hereof.

2. This Resolution is subject to all of the terms of the Resolution and Ordinance dated July 13, 1981, and the Resolution dated December 14, 1981, adopted by the Village Council and pertaining to the Final Development Plan of Caledonia Village Centre, except as to those parts thereof which are amended by the terms of the above stated Final Development Plan for Caledonia Village Carwash.

3. The applicant shall plant evergreen trees along the Emmons Drain, located along the Westerly line of the lands included in the Preliminary Development Plan for Caledonia Village Carwash. Such trees shall commence at a point which is approximately at the intersection of the Easterly line of Emmons Lake Drain and a line which is parallel to and 753.3 feet North of the East-West 1/4 line of Section 29, T5N, R10W, thence extending Northwesterly along and approximately parallel to the centerline of the Emmons Lake Drain to a point of ending which is 843.3 feet, more or less, North of and

measured at right angles to the East-West 1/4 line of said Section 29. Such trees shall be for the purpose of screening the proposed carwash building and other portions of the Planned Unit Development from the adjacent lands. The evergreen trees shall be three feet to five feet in height when planted and shall be planted in two staggered rows, four feet apart, with the trees in each row being eight feet apart when planted, measured from the center of each tree. Such trees shall be planted during the current growing season and shall be regularly maintained in good condition.

4. Before the commencement of operations at the Caledonia Village Carwash, as described in the Final Development Plan thereof, a grease trap and sediment trap shall be installed and shall be operating in the carwash building, for the purpose of preventing grease, sediment and other foreign materials from entering the Village of Caledonia sanitary sewer system.

5. The entrance to and exit from the Caledonia Village Carwash, from and to Cherry Valley Avenue (Highway M-37) will be as shown on the Final Development Plan. In constructing and using such entrance and exit, the owner will establish and maintain a culvert along M-37, and connect the same to the existing culvert located in the area of the Village of Caledonia sanitary sewer equipment situated Westerly of

the intersection of Cherry Valley Avenue and approximately the Southerly line of the lands to be occupied by Caledonia Village Carwash.

6. In the operation of the Caledonia Village Carwash, the maximum average flow of wastewater generated by the carwash business and entering the Village of Caledonia sanitary sewer system shall not exceed 15 gallons per minute.

~~7.~~ In the construction, use and maintenance of the Caledonia Village Carwash, the driveway extending from Highway M-37 to the carwash building, and in other aspects of the construction, use and maintenance of the facility, there shall be no damage to or interference with the underground sanitary sewer system facilities of the Village of Caledonia, as located in the vicinity of the carwash driveway.

8. The Village Council hereby determines that the Final Development Plan of Caledonia Village Carwash will, upon compliance with this Resolution, comply with the Village Zoning Ordinance, promote the intent and purpose thereof, will be compatible with adjacent land uses, the natural environment and the capacities of public services and facilities affected by the Caledonia Village Carwash and Caledonia Village Centre projects, and will also be consistent with the public

health, safety and general welfare.

Ayes: 5

Nays: 2

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

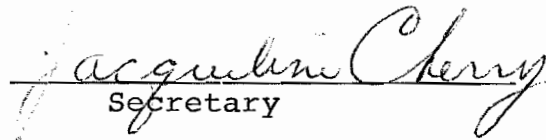

Secretary

EXHIBIT A

That part of the NE/4 of Section 29, T5N, R10W, described as commencing at a point on the East line of said Section, which is 733.3 feet North of the East 1/4 corner thereof, thence South 89°34'17" West 229.84 feet, more or less, to the centerline of the Emmons Lake Drain, thence NW'ly along said centerline 280 feet, more or less, thence North 39°8' East 10 feet, more or less, to a point, thence North 39°8' East 166.38 feet, thence North 72° East 48.16 feet, thence East 230 feet, thence South 365.19 feet along the East line of said Section to the point of beginning, except an easement for sanitary sewer purposes in favor of the Village of Caledonia, and recorded in Liber 2231, page 295 of the records of the Kent County Register of Deeds, Village of Caledonia, Kent County, Michigan.

Postoffice 10-12-87
9339 Cherry Valley

VILLAGE OF CALEDONIA

County of Kent, Michigan

Minutes of a regular meeting of the Village Council
of the Village of Caledonia, held at the Township and Village
Hall, Caledonia, Michigan, on the 12th day of October, 1987.

Present: Soule, Bergen, DeOris, Graham, Kiddle, Kasper
Shook, Chang

Absent: Glavin

The following ordinance was offered by Kiddle
and supported by DeOris.

**AN ORDINANCE to amend the Village of Caledonia
Zoning Ordinance**

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Final Development Plan of the Caledonia
Village Centre Planned Unit Development and the Zoning Ordinance
of the Village of Caledonia is hereby amended by the amending
of Section 4.2 of Chapter IV of said Ordinance, so as to make
the following change in said Final Development Plan and on said
zoning map:

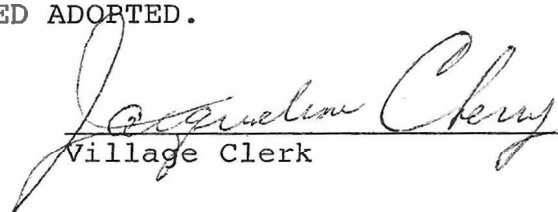
To amend said Final Development Plan and said zoning
map so as to permit the construction and use of a building for
post office purposes, together with its appurtenances, in accord-
ance with a petition for rezoning and other materials submitted
by the U. S. Postal Service, as to the following described lands:

That part of the Northeast 1/4, Section 29, Town 5 North, Range 10 West, described as commencing at the Northeast corner of said section, thence West along the North section line 606.41 feet, thence South 654.25 feet parallel with the East section line to the point of beginning, thence North 89°48' East 150 feet, thence West 225 feet, thence South 89°48' West 150 feet, thence North 225 feet to the point of beginning, together with an easement for driveway purposes over and across lands described as commencing at the Northeast corner of said section, thence South along the East section line 956.83 feet, thence North 87°59' West 86.92 feet to the West line of the right of way of Highway M-37 and the point of beginning, thence North 87°59' West 270.21 feet, thence North 26°31' East 26.61 feet, thence South 89°48' West 551.38 feet, thence North 40 feet, thence North 89°48' East 571.36 feet, thence South 64°40'20" East 88.39 feet, thence South 87°59' East 158.54 feet, thence South 0°18' West 30 feet along the West line of Highway M-37 right of way to the point of beginning, Village of Caledonia, Kent County, Michigan.

Ayes: All

Nays: None

ORDINANCE DECLARED ADOPTED.


Village Clerk

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, Caledonia, Michigan, on the 10th day of October, 1988, at 7:30 p.m.

Present: Klewer, Kipper, Kigore, Eskew, Benson, Re Os
Absent: Sailes, Shook, Cherry
none

The following ordinance was offered by Eskew
and supported by Sailes

**AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia;**

THE VILLAGE OF CALEDONIA ORDAINS:

AMENDMENT TO CALEDONIA VILLAGE CENTRE PUD
(Bank Building [OKB])

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof so as to amend the Final Development Plan of S&H Land Company for the Caledonia Village Centre, so as to provide for the construction and use of a building for a bank or other financial institution, with accessory uses, in accordance with a Final Development Plan, upon the following described lands:

That part of the Northeast 1/4 of Section 29,
Town 5 North, Range 10 West, described as commencing at a point on the East line of said Northeast

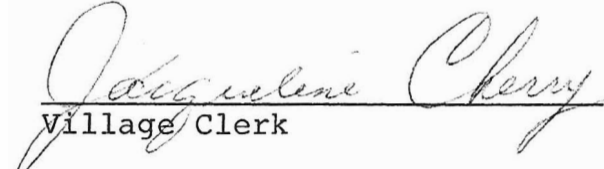
1/4, which is North 1538.49 feet from the East
1/4 corner of Section 29; thence West 356.91 feet;
thence North 162.57 feet; thence South 87°59'
East 357.13 feet; thence South 150 feet along
the East line of Section 29 to the place of beginning,
Village of Caledonia, Kent County, Michigan.

The above stated lands are hereby rezoned for such uses and pur-
poses, in accordance with the Final Development Plan.

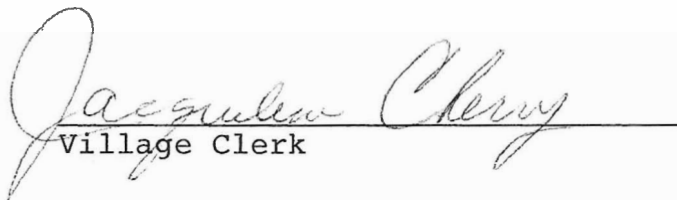
Ayes: yes

Nays: no

The Ordinance was thereupon declared adopted.


Village Clerk

I hereby certify that the foregoing is a true and com-
plete copy of an Ordinance adopted by the Village Council of
the Village of Caledonia at a regular meeting thereof held on
the date first stated above, and I further certify that public
notice of such meeting was given as provided by law.


Village Clerk

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Hastings
Bank
9265 Cherry Valley
41-2329-226034

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, Caledonia, Michigan, on the 16th day of October, 1988, at 7:30 p.m.

Present:

Kegerris, Klemm, Kiddes, Erskine, R. Orris

Absent:

Brenacci, Soules, Shoon, Cherry
None

The following ordinance was offered by Erskine and supported by Kegerris.

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia;

THE VILLAGE OF CALEDONIA ORDAINS:

ADDITION TO CALEDONIA VILLAGE CENTRE PUD
(Hastings City Bank et al.)

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof so as to adopt the Final Development Plan of additional lands to be included in the Caledonia Village Centre Planned Unit Development, for financial institutions, office buildings, medical and professional buildings, related and accessory uses, upon the following described lands:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, described as commencing at a point on the East line of said Northeast 1/4, which is South 740.38 feet from the Northeast corner of said section; thence South 104.62 feet along said East line; thence South 89°48' West 86.31 feet along the South line of the North 845 feet of said Northeast 1/4; thence North 89°54'45" West 238.68 feet; thence North 00°05'15" East 105.05 feet; thence South 89°54'45" East 324.83 feet to the place of beginning; and also that part of the Northeast 1/4 of said section described as commencing at a point on the East line of said Northeast 1/4; which is South 845.0 feet from the Northeast corner of said section; thence South 81.83 feet along said East line; thence North 87°59' West 325.30 feet; thence North 00°05'15" East 70.45 feet; thence South 89°54'45" East 238.68 feet; thence North 89°48' East 86.31 feet along the South line of the North 845 feet of said Northeast 1/4 to the place of beginning; and also that part of the Northeast 1/4 of said section described as commencing at the Northeast corner of said section; thence South 740.38 feet along the East line of said section; thence North 89°54' West 324.83 feet; thence South 00°05'15" West 175.57 feet; thence South 89°48' West 281.31 feet; thence North 914.25 feet; thence North 89°48' East 606.41 feet along the North line of said section to the place of beginning, Village of Caledonia, Kent County, Michigan.

The above stated lands are hereby rezoned for such uses and purposes, in accordance with the Final Development Plan.

Ayes: McCrus, Erskine,

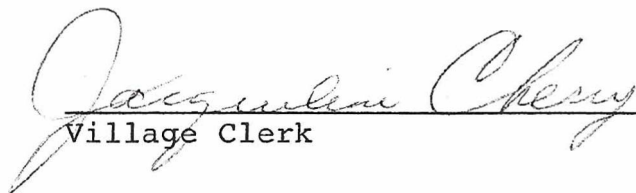
Souls, Kiger

Nays: Bereasa,

The Ordinance was thereupon declared adopted.

Jaqueline Cherry
Village Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, Caledonia, Michigan, on the 10th day of October, 1988, at 7:30 p.m.

Present: Kegervis, Kiddes, Souder, Berens, De Vries,
Absen: Heaver, Akosh, Cheryl, Erskine
None

The following ordinance was offered by Kegervis
and supported by Kiddes.

**AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia;**

THE VILLAGE OF CALEDONIA ORDAINS:

AMENDMENT TO CALEDONIA VILLAGE CENTRE PUD
(Drive-Through Restaurant)

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof so as to amend the Final Development Plan of S&H Land Company for the Caledonia Village Centre, so as to provide for the construction and use of a building for a drive-through restaurant, with accessory uses, in accordance with a Final Development Plan, upon the following described lands:

That part of the Northeast 1/4 of Section 29,
Town 5 North, Range 10 West, described as commencing at a point on the East line of said Northeast

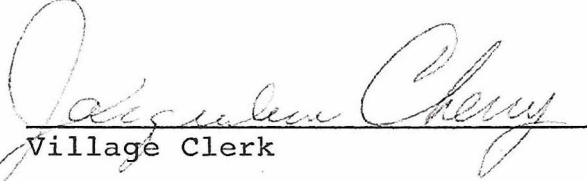
1/4, which is North 958.30 feet from the East 1/4 corner of Section 29; thence South 89°34'17" West 281.79 feet parallel with the East-West 1/4 line of Section 29; thence North 25°39' West 83.76 feet; thence North 39°08' East 66.92 feet; thence North 72°00' East 48.16 feet; thence North 230 feet; thence South 140.19 feet along the East line of Section 29 to the place of beginning, Village of Caledonia, Kent County, Michigan.

The above stated lands are hereby rezoned for such uses and purposes, in accordance with the Final Development Plan.

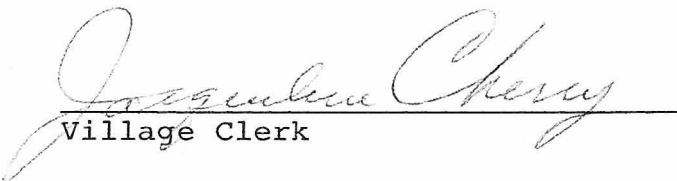
Ayes: all

Nays: none

The Ordinance was thereupon declared adopted.


Village Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 11th day of October, 1993, at 7:00 p.m.

Present: Anteski, Berencsi, Eskine, Kaddu
Sauls, Klaver

Absent: Moerland

The following ordinance was offered by Sauls and supported by Anteski.

ORDINANCE NO. 93-3 Z

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment to Caledonia Village Centre PUD
(McDonald's Restaurant)]

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to amend the Caledonia Village Centre Planned Unit Development and to rezone the following described lands from the Caledonia Village Centre Planned Unit Development District to the McDonald's Corporation Planned Unit Development, in accordance with the Final Development Plan, as amended, of Cale-

donia Village Centre and the Final Development Plan of the McDonald's Corporation Planned Unit Development, subject to all of the terms and conditions of this ordinance:

All that part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, described as commencing at the Northeast corner of said Section 29; thence South 00°00" West 926.83 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence North 87°59'00" West 245.30 feet; thence North 64°40'20" West 88.39 feet; thence North 00°00'00" East 218.00 feet, parallel with the East line of said Northeast 1/4; thence South 89°48'00" East 325.04 feet to the East line of said Northeast 1/4; thence South 00°00'00" West 263.31 feet along the East line of said Northeast 1/4 to the place of beginning, Village of Caledonia, Kent County, Michigan.

Section 2. The rezoning of the above-described lands by the amendment of the Caledonia Village Centre Planned Unit Development District, in accordance with the Final Development Plan of McDonald's Corporation Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) Development Plan. The McDonald's Corporation Planned Unit Development ("the Development") shall comply in all respects with the Final Development Plan of the Development. The Development Plan includes the site plan of the Development dated August 31, 1993; the landscape plan dated August 25, 1993; the site grading and erosion control plan dated August 10, 1993; a utility plan dated August 10, 1993; together with the application for

rezoning to the Planned Unit Development District in accordance with the final plan of the Development.

(2) Nature of Development. The Development and the lands included therein shall be used only for a restaurant with drive-through facilities and for related accessory uses.

(3) Lot Areas; Buildings; Site Access.

(a) The boundaries of the Development shall be as shown in the Development Plan ("the Plan"). Access to the Development shall be from Cherry Valley Avenue as shown in the Plan. The restaurant building shall have the size, lay out and location shown in the Plan. The restaurant will have seating for approximately 43 customers.

(b) The building setback from the right-of-way of Cherry Valley Avenue, the width of the side yards and the depth of the rear yard shall be as shown in the Plan.

(c) The building height shall be 16 feet 8 inches, to the top of the mansard roof of the building.

(5) Parking Area. There shall be not less than 47 parking spaces provided, as shown in the Plan. The regular parking spaces shall be 9 feet by 20 feet; the two handicap spaces shall be 8 feet by 20 feet. All driveways, driving approaches and off-street parking areas shall be hard-surfaced.

(6) Drive-Through Facilities. The drive-through area, the drive-through window and other elements of the drive-through facilities shall be as shown on the plan.

(7) Sanitary Sewer Service and Water Supply. The Development shall be served by the public sanitary sewer. Water supply shall be provided by a private water well approved by the Kent County Health Department.

(8) Surface Water Drainage. The drainage of surface waters shall be accomplished by an underground storm sewer system. The on-site storm sewer system shall be connected via a 12-inch storm sewer lateral to the existing 18-inch storm sewer as shown on the Plan.

(9) Utilities. Natural gas service and electrical service to the Development shall be by means of underground facilities.

(10) Landscaping. Landscaping on the site, consisting of lawn area, small plantings and shrubbery shall be as shown on the landscape plan. Landscaped planters shall be provided along the north and south sides of the building as shown on the plan.

(11) Signs.

(a) All signs in the Development shall be as shown in signage plans presented to and approved by the Planning Commission. Signs shall be located as shown on the plan. There shall be

a main freestanding sign located as shown on the plan, and the area, design and height thereof shall be as approved by the Planning Commission.

(b) The directional signs shall be located as shown on the plan. The area, design and height of the directional signs and other signs to be located on the site shall be as approved by the Planning Commission.

(12) Outdoor Lighting. Outdoor lighting fixtures shall be located as shown on the plan. The lights shall be 400 watt metal halide lights. The light poles shall be not higher than 20 feet. The lighting fixtures will be designed, installed and maintained so that light is confined and directed to the parking area only.

(13) Flag Pole. There may be a flag pole near the Cherry Valley Avenue right-of-way, as shown on the plan. The flag pole shall be not higher than 30 feet above grade.

(14) Review by Fire Chief. The design, layout and construction of the Development shall be reviewed as to matters of public safety and emergency access by the Caledonia Township Fire Chief and in the discretion of the Fire Chief approved, or in the absence of such approval, such aspects of the Development shall be appropriately modified so as to be satisfactory to the Fire Chief for public safety and emergency access purposes.

Section 3. The Village Council hereby determines that the Plan complies with the provisions of the Village Zoning Ordinance and promotes its intent and purposes. The Village Council further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this Ordinance and the Village Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the Development. The Village Council further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

Section 4. The Village may enforce the provisions of this Ordinance and applicable provisions of the Village Zoning Ordinance (including Section 19.6 thereof), Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

Section 5. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

Ayes:

All

Nays:

ORDINANCE DECLARED ADOPTED.

Jacqueline Cherry
Village Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Jacqueline Cherry
Village Clerk

Caledonia Village Centre PUD 94-22
McDonald's 2.28.94
9383 Cherry Valley

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of
the Village of Caledonia, held at the Township and Village Hall,
250 South Maple Street, Caledonia, Michigan, on the 28th day of
February, 1994, at 7:00 p.m.

Present:

Antecki, Erskine, Kildan, Soule

Klaver, Cherry

Absent:

Mooreland, Beroncsi, Shook

The following ordinance was offered by

Soule and supported by Erskine.

ORDINANCE NO. 94-22

AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 1 (to revise land description)
in Ordinance No. 93-32, an Amendment
to Caledonia Village Centre PUD
(McDonald's Restaurant)]

Section 1. The Zoning Ordinance of the Village of
Caledonia is hereby amended by the amendment of Section 4.2 there-
of, the Zoning Map, so as to amend the Caledonia Village Centre
Planned Unit Development and to rezone the following described
lands from the Caledonia Village Centre Planned Unit Development
District to the McDonald's Corporation Planned Unit Development, in
accordance with the Final Development Plan, as amended, of Cale-

donia Village Centre and the Final Development Plan of the McDonald's Corporation Planned Unit Development, subject to all of the terms and conditions of this ordinance:

All that part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, described as commencing at the Northeast corner of said Section 29; thence South 00°00'00" West 703.46 feet along the East line of said Section 29 to the place of beginning of this description; thence continuing South 00°00'00" West 223.37 feet, along the East line of said Section 29; thence North 87°59'00" West 245.30 feet; thence North 64°40'20" West 83.26 feet; thence North 00°00'00" East 178.00 feet, parallel with the East line of said Section 29, to a line bearing South 89°48'00" West from the place of beginning; thence North 89°48'00" East 320.41 feet to the place of beginning, Village of Caledonia, Kent County, Michigan.

This Section 1 amends in its entirety the Section 1 of the ordinance establishing the McDonald's PUD, such PUD being established by an ordinance amending the Caledonia Village Centre PUD.

Section 2. This ordinance amends Ordinance No. 93-3Z only as stated above. All other provisions of Ordinance No. 93-3Z remain in full force and effect as stated therein.

Section 3. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

Ayes: all

Nays: none

ORDINANCE DECLARED ADOPTED.

Jaqueline Cherry
Village Clerk

STATE OF MICHIGAN)) SS
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Jeffery Cherry
Village Clerk

SERVICE DRIVE AGREEMENT

THIS SERVICE DRIVE AGREEMENT is entered into this 2nd day of March, 1994 between S & H Land Company, a Michigan partnership, of 6274 - 28th Street, S.W., Grand Rapids, Michigan 49546 ("Developer") and McDonald's Corporation, a Delaware corporation, One McDonald's Plaza, Oak Brook, IL 60521 ("McDonald's").

A. Developer is the owner of the real property in Caledonia Township, Kent County, Michigan legally described on Exhibit A ("Shopping Center Property") and the owner of Easements A, B, C and D described on Exhibit C and at the time of execution of this Agreement, Developer is the owner of the property adjoining the Shopping Center property legally described on Exhibit B (hereinafter referred to as the "McDonald's property").

B. The Developer is conveying the McDonald's property to McDonald's. At the time of the recording of this instrument, McDonald's will be the owner of the McDonald's property.

C. There is a service drive located on the parcels of land referred to as Easements A, B, C and D legally described on Exhibit C (hereinafter referred to as the "Service Drive Property") which is intended to be for the benefit of all of the Shopping Center Property and the McDonald's Property.

D. Developer wishes to grant and McDonald's wishes to receive certain easements over, under and across the Service Drive property.

NOW THEREFORE, Developer, as owner of all of the Shopping Center Property and McDonald's, as the grantee of the conveyance of the McDonald's Property made contemporaneous herewith, for themselves, their successors, grantees and assigns, agree and declare as follows:

1. **Service Drive Easement.** There is hereby established and created for the benefit of McDonald's and its successors, grantees and assigns hereafter owning the McDonald's Property and their tenants and business invitees, a non-exclusive perpetual easement over and across the Service Drive Property for the purpose of ingress and egress to and from the McDonald's Property.

There is hereby established and created for the benefit of Developer and its successors, grantees and assigns a non-exclusive perpetual easement over and across that part of the Service Drive Property located on the McDonald's Property for the purpose of ingress and egress to and from the Shopping Center Property.

2. **Maintenance of Service Drive Easement.** The Developer has constructed a private service drive within the Service Drive Property which is to remain open and unobstructed by any barrier, structure, building or vehicles to permit the passage at all times of vehicular traffic over and across the service drive to and from the McDonald's Property and the Shopping Center Property. The Developer or its designee will maintain the Service Drive Property in good condition, repair, which maintenance will include (i) maintaining the surface of the service drive in a level, smooth and evenly covered condition, with the type of surfacing material originally installed or of similar quality, use or durability; (ii) maintaining all landscaping within the Service Drive Property as is necessary and keeping such areas at all times adequately weeded, fertilized and

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 336.00 feet along the East line of said NE 1/4; thence S89°48'W 58.63 feet parallel with the North line of said NE 1/4 to the PLACE OF BEGINNING of this description; thence S00°18'W 66.00 feet along the Westerly R.O.W. line of Cherry Valley Avenue (M-37); thence S89°48'W 231.53 feet; thence Southwesterly 47.02 feet along a 30.00 foot radius curve to the left, the chord of which bears S44°54'W 42.35 feet; thence S00°00'W 449.56 feet; thence N64°40'20"W 5.13 feet; thence S89°48'W 61.36 feet; thence N00°00'E 447.58 feet; thence Northeasterly 150.46 feet along a 96.00 foot radius curve to the right, the chord of which bears N44°54'E 135.53 feet; thence N89°48'E 232.11 feet to the place of beginning.

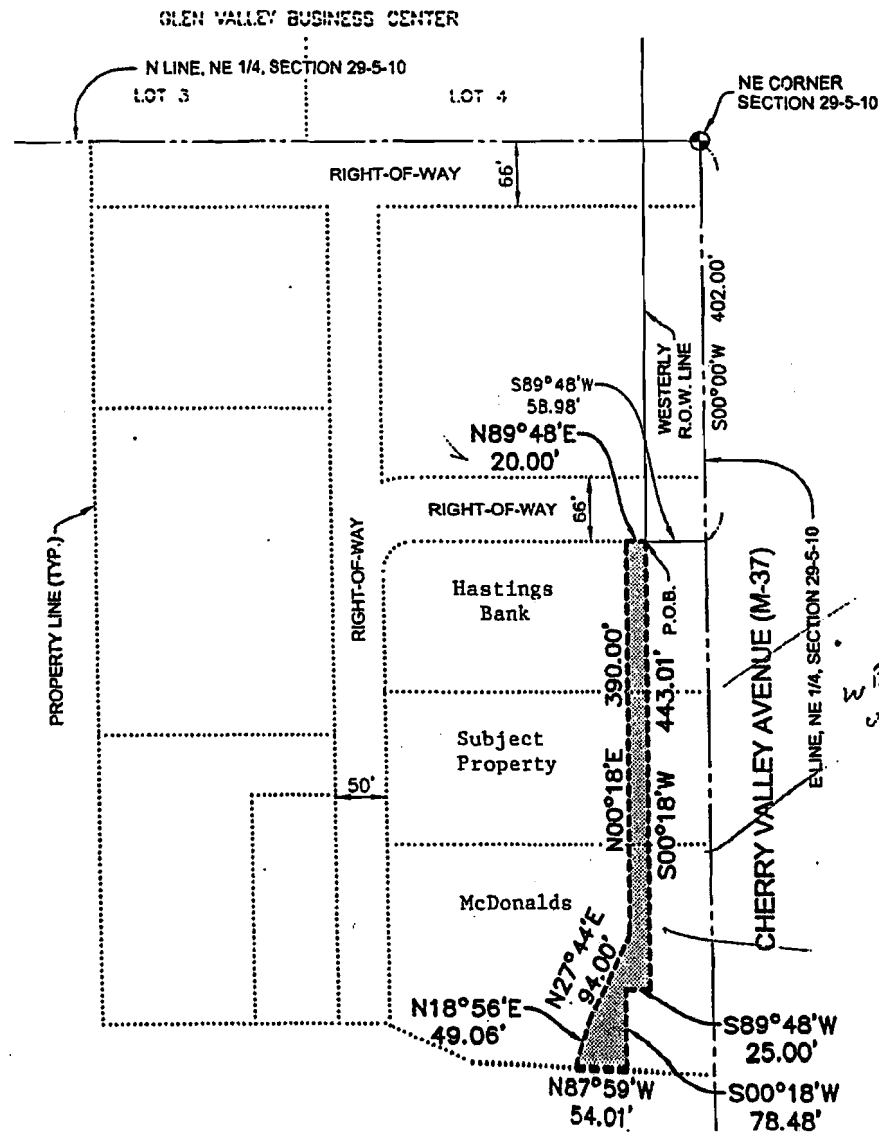
That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 402.00 feet along the East line of said NE 1/4; thence S89°48'W 58.98 feet parallel with the North line of said NE 1/4 to the PLACE OF BEGINNING of this description; thence S00°18'W 443.01 feet along the Westerly R.O.W. line of Cherry Valley Avenue (H-37); thence S89°48'W 25.00 feet along said Westerly line; thence S00°18'W 78.48 feet along said Westerly line; thence N87°59'W 54.01 feet; thence N18°56'E 49.06 feet; thence N27°44'E 94.00 feet; thence N00°18'E 390.00 feet; thence N89°48'E 20.00 feet to the place of beginning.

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 663.46 feet along the East line of said NE 1/4; thence S89°48'W 60.35 feet parallel with the North line of said NE 1/4 to the PLACE OF BEGINNING of this description; thence S00°18'W 181.55 feet along the Westerly R.O.W. line of Cherry Valley Avenue (M-37); thence S89°48'W 25.00 feet along said Westerly line; thence S00°18'W 78.48 feet along said Westerly line; thence N87°59'W 54.01 feet; thence N18°56'E 49.06 feet; thence N27°44'E 94.00 feet; thence N00°18'E 128.53 feet; thence N89°48'E 20.00 feet to the place of beginning.

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 956.83 feet along the East line of said NE 1/4; thence N87°59'W 86.92 feet to the PLACE OF BEGINNING of this description; thence N87°59'W 270.21 feet; thence N26°31'E 26.61 feet; thence S89°48'W 41.37 feet parallel with the North line of said NE 1/4; thence N00°00'E 10.00 feet; thence N89°48'E 61.36 feet; thence S64°40'20"E 88.39 feet; thence S87°59'E 158.54 feet; thence S00°18'W 30.00 feet along the Westerly R.O.W. line of Cherry Valley Avenue (M-37) to the place of beginning.

201102 1-07763

CALEDONIA VILLAGE CENTRE - EASEMENT FOR INGRESS & EGRESS



Description of Easement for Ingress & Egress:

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 402.00 feet along the North line of said NE 1/4; thence S89°48'W 58.98 feet parallel with the North line of said NE 1/4 to the PLACE OF BEGINNING of this description; thence S00°18'W 443.01 feet along the Westerly Right-of-Way line of Cherry Valley Avenue (M-37); thence S89°48'W 25.00 feet along said Westerly line; thence S00°18'W 78.48 feet along said Westerly line; thence N87°59'W 54.01 feet; thence N18°56'E 49.06 feet; thence N27°44'E 94.00 feet; thence N18°00'E 390.00 feet; thence N89°48'E 20.00 feet to the place of beginning. Subject to easements of record. This is an Easement to be used for Utilities and for Ingress from and Egress to Cherry Valley Avenue (M-37) and the Caledonia Village Centre, containing 0.292 Acres.

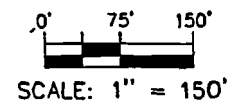


EXHIBIT
PAGE 1 C



exxel engineering inc.

5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660 FAX (616) 531-2121

FILE NO.:

013054

DATE:

JANUARY 8, 2002

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of
the Village of Caledonia, held at the Township and Village Hall,
250 South Maple Street, Caledonia, Michigan, on the 9th day of
May, 1994, at 7:00 p.m.

Present:

Rudy Branci, Erskine, Kaddes,
Merland, Soules, & Haver

Absent:

None

The following ordinance was offered by

Soules

and supported by

Kaddes.

ORDINANCE NO. 94-62

**AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

**[Amendment to Caledonia Village Centre PUD
(NBD Bank)]**

Section 1. The Zoning Ordinance of the Village of
Caledonia is hereby amended by the amendment of Section 4.2 there-
of, the Zoning Map, so as to amend the Caledonia Village Centre
Planned Unit Development and to rezone the following described
lands from the Caledonia Village Centre Planned Unit Development
District to the NBD Bank Planned Unit Development, in accordance
with the Final Development Plan, as amended, of Caledonia Village

Centre Planned Unit Development and the Final Development Plan of the NBD Bank Planned Unit Development, subject to all of the terms and conditions of this ordinance:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: Beginning at a point on the East line of said Northeast 1/4, which is South 00°00' East 66.00 feet from the Northeast corner of Section 29; thence South 00°00' East 270.00 feet along said East line; thence South 89°48' West 290.74 feet; thence Westerly 30.18 feet along a 96.00 foot radius curve to the left, the chord of which bears South 50°47'42" West 30.05 feet; thence North 00°00' East 274.71 feet; thence North 89°48' East 320.41 feet parallel with the North line of said Northeast 1/4 to the place of beginning. Subject to highway right-of-way over that part which lies Easterly of a line which is parallel with and 60.00 feet West of the centerline of Cherry Valley Avenue (M-37).

Together with an easement for ingress, egress and utilities described as: That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: Beginning at a point on the North line of said Northeast 1/4, which is South 89°48' West 56.87 feet from the Northeast corner of Section 29; thence South 00°18' West 66.00 feet along the Westerly right-of-way line of Cherry Valley Avenue; thence South 89°48' West 263.19 feet; thence North 00°00' East 66.00 feet parallel with the East line of said Northeast 1/4; thence North 89°48' East 263.53 feet along the North line of said Northeast 1/4 to the place of beginning.

Also together with an easement for ingress, egress and utilities, described as: That part of the Northeast 1/4, Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan,

described as: Commencing at the Northeast corner of Section 29; thence South 00°00' East 336.00 feet along the East line of said Northeast 1/4; thence South 89°48' West 58.63 feet to the place of beginning of this description; thence South 89°48' West 231.53 feet parallel with the North line of said Northeast 1/4; thence Westerly 9.43 feet along a 30.00 foot radius curve to the left, the chord of which bears South 80°47'42" West 9.39 feet; thence North 18°12'36" West 66.00 feet; thence Easterly 30.18 feet along a 96.00 foot radius curve to the right, the chord of which bears North 80°47'42" East 30.05 feet; thence North 89°48' East 232.11 feet to the place of beginning.

Section 2. The rezoning of the above-described lands by the amendment of the Caledonia Village Centre Planned Unit Development District, in accordance with the Final Development Plan of the NBD Bank Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) Development Plan. The NBD Bank Planned Unit Development ("the Development") shall comply in all respects with the Final Development Plan of the Development. The Development Plan includes the site plan of the Development dated March 22, 1994, and the landscape plan dated March 22, 1994, together with the application for rezoning to the Planned Unit Development District in accordance with the final plan of the Development.

(2) Nature of Development. The Development and the lands included therein shall be used only for a branch bank with drive-through facilities and for related accessory uses.

(3) Lot Areas; Buildings; Site Access.

(a) The boundaries of the Development shall be as shown in the Development Plan ("the Plan"). Access to the Development shall be from Cherry Valley Avenue as shown in the Plan. The branch bank building shall have the size, layout and location shown in the Plan. The building will be approximately 4,000 square feet in area.

(b) The building setback from the right-of-way of Cherry Valley Avenue, the width of the side yards and the depth of the rear yard shall be as shown in the Plan.

(c) The branch bank building shall be a one-story building.

(5) Parking Area. There shall be not less than 35 parking spaces provided, as shown in the Plan. All driveways, entrance areas and off-street parking areas shall be hard-surfaced. Matters pertaining to the parking area shall otherwise comply with the Village Zoning Ordinance.

(6) Drive-Through Facilities. The drive-through banking area and other elements of the drive-up or drive-through facilities shall be as shown in the plan.

(7) Sanitary Sewer Service and Water Supply. The Development shall be served by the public sanitary sewer. Water supply

shall be provided by a private water well approved by the Kent County Health Department.

(8) Surface Water Drainage. The drainage of surface waters shall be accomplished by an underground storm sewer system. The on-site storm sewer system shall be connected via a 15-inch storm sewer lateral to the existing 18-inch storm sewer as shown on the Plan.

(9) Utilities. Natural gas service and electrical service to the Development shall be by means of underground facilities.

(10) Landscaping. Landscaping on the site, consisting of lawn area and plantings of trees and shrubbery, shall be as shown on the landscape plan dated March 22, 1994.

(11) Signs.

(a) There may be a sign for the branch bank in the Development, located along the Cherry Valley Avenue frontage as shown on the plan. The sign shall be not higher than 20 feet above grade. The sign face shall be approximately 8 feet by 10 feet. The basic structure of the sign shall be as shown on the diagram on the plan. Other details concerning the sign shall be as approved by the Planning Commission. There may be small directional signs if needed to assist in the convenient handling of motor vehicle traffic on the site.

(12) Review by Fire Chief. The design, layout and construction of the Development shall be reviewed as to matters of public safety and emergency access by the Caledonia Township Fire Chief and in the discretion of the Fire Chief approved, or in the absence of such approval, such aspects of the Development shall be appropriately modified so as to be satisfactory to the Fire Chief for public safety and emergency access purposes.

Section 3. The Village Council hereby determines that the Plan complies with the provisions of the Village Zoning Ordinance and promotes its intent and purposes. The Village Council further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this Ordinance and the Village Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the Development. The Village Council further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility

with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

Section 4. The Village may enforce the provisions of this Ordinance and applicable provisions of the Village Zoning Ordinance (including Section 19.6 thereof), Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

Section 5. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

Ayes:

All

Nays:

None

ORDINANCE DECLARED ADOPTED.

Jacqueline Cherry
Village Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Jacqueline Cherry
Village Clerk

M:\OVERFLOW\NBDBANK.PUD

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 24th day of July, 1995, at 7:00 p.m., local time.

PRESENT: Members Rudy Berenski, Erskine, Kelder, Soules
Robertson, Klaver

ABSENT: Members None

The following ordinance was offered by Member Erskine and supported by Member Soules.

**An Ordinance to Amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

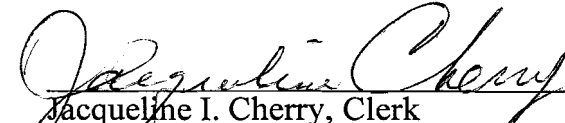
Section 1. Section 4.2 of the Zoning Ordinance of the Village of Caledonia, entitled "Zoning Map", is hereby amended so as to provide that the lands described on Exhibit A of this Ordinance and included within the PUD Planned Development District, shall be zoned in accordance with all of the terms and conditions of the Final Development Plan of the United States Post Office (the "Post Office Development Plan"), submitted with regard to said lands, the same being an amendment of the Final Development Plan of Caledonia Village Centre Planned Unit Development.

Section 2. The Post Office shall be constructed in the manner provided in the Post Office Development Plan.

Section 3. This Ordinance shall become effective immediately upon its adoption.

YEAS: Members Andy Berens, Erskin, Kiddle, Robertson, Sault
NAYS: Members None

ORDINANCE DECLARED ADOPTED.


Jacqueline I. Cherry, Clerk
Village of Caledonia

I hereby certify that the foregoing is a true and complete copy of Resolution adopted by the Village Council of the Village of Caledonia, at a meeting held on the date stated above. I further certify that public notice of such meeting was given as provided by law.

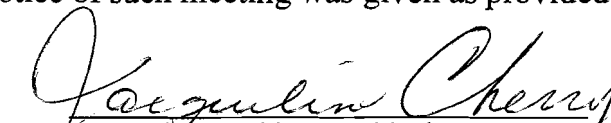

Jacqueline I. Cherry, Clerk
Village of Caledonia

EXHIBIT A

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: Commencing at the Northeast corner of said section, thence West along the North section line 606.41 feet, thence South 654.25 feet parallel with the East section line to the point of beginning, thence North 89°48' East 150 feet, thence West 225 feet, thence South 89°48' West 150 feet, thence North 225 feet to the point of beginning, together with an easement for driveway purposes over and across lands described as commencing at the Northeast corner of said section, thence South along the East section line 956.83 feet, thence North 87°59' West 86.92 feet to the West line of the right-of-way of Highway M-37 and the point of beginning; thence North 87°59' West 270.21 feet, thence North 26°31' East 26.61 feet, thence South 89°48' West 551.38 feet, thence North 40 feet, thence North 89°48' East 571.36 feet, thence South 64°40'20" East 88.39 feet, thence South 87°59' East 158.54 feet, thence South 0°18' West 30 feet along the West line of Highway M-37 right-of-way to the point of beginning, Village of Caledonia, Kent County, Michigan.

H:\WFS\CLN\CALEDONIA\VILLAGE\ORDIN\ZON-ORD.EXA

7/7/95

Car Wash
9481 Cherry Valley

**VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN**

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on 10th day of June, 1996, at 7:00 p.m., local time.

PRESENT: Members Soules, Erskine, Robertson, Audy, Kidder, Berencsi

ABSENT: Members None

The following ordinance was offered by Member Erskine and seconded by Member Kidder.

ORDINANCE NO. 96-__Z

**An Ordinance to Amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

**[Amendment to Caledonia Village Centre Planned Unit Development
(Great Lakes Car Wash)]**

Section 1. Amendment. The amendment to the Zoning Ordinance of the Village of Caledonia adopted May 2, 1985, pertaining to the Caledonia Village Car Wash (now known as Great Lakes Car Wash), located on lands described in Exhibit A hereto, is hereby further amended as stated in this Ordinance.

Section 2. Development Plan/Conditions. The Final Development Plan of the Caledonia Village Centre Planned Unit Development is hereby amended so as to permit installation of an automatic car wash facility, subject to the following terms and conditions:

- (a) Except as modified by this ordinance, the site shall be developed as shown on the site plan submitted March 30, 1996.

(b) Two rows of evergreens to be approximately five feet in height and five feet in width after one growing season shall be planted for the purpose of providing screening along the west side of the property. The exact spacing and location shall be approved by Village DPW personnel, to accomplish the purpose of screening the property, while ensuring compatibility with existing desirable trees and the adjacent sanitary sewer easement.

(c) The main Cherry Valley ingress point shall be an entrance only. To ensure such traffic movement, the following shall be provided:

(1) A raised curb island shall be installed to the left of the automated bay exit to extend the driveway throat and physically direct traffic leaving the automated bay to the right, substantially as shown on the sketch attached hereto as Exhibit B.

(2) A sign reading "No Left Turns" shall be installed within the above-described curbed area.

(3) A sign reading "Exit Right" shall be installed straight ahead of and facing traffic exiting the automated bay on the south side of the driveway.

(4) A sign reading "Wrong Way" shall be positioned on the street right-of-way lying on the right-hand side of the driveway, facing west.

(d) Entrance into the adjacent manual car wash bays shall be from the south only, and appropriate signs indicating the direction of travel shall be installed to provide directions to drivers.

(e) The turning radius of the asphalt drive opening at the northwest corner of the site shall be enlarged, to eliminate the 90° bend and extend the rear driveway parallel to the easement line, nearest the west end of the building, substantially as shown on the sketch attached hereto as Exhibit B.

(f) Curbing shall be installed around the grassed area, substantially as shown on the sketch attached hereto as Exhibit B.

(g) A menu sign not greater than 40 square feet in area near the entrance of the automated bay and additional back-lit canopy signs shall be permitted, to be of a design as generally shown in the photographs submitted with the application, and included as part of the Minutes of the Planning Commission meeting on May 7, 1996.

Section 3. Publication/Effective Date. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

YEAS: Members Soules, Erskine, Robertson, Audy and Kidder

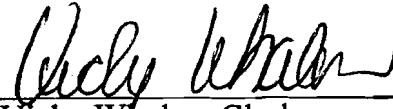
NAYS: Members Berencsi

ORDINANCE DECLARED ADOPTED.



Vicky Whalen, Clerk
Village of Caledonia

I hereby certify that the foregoing is a true and complete copy of Ordinance adopted by the Village Council of the Village of Caledonia, at a meeting held on the date stated above. I further certify that public notice of such meeting was given as provided by law.



Vicky Whalen, Clerk
Village of Caledonia

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 9th day of November, 1998, at 7:00 p.m.

PRESENT: Members: Penfold, Soules, Noordhoek, Erskine, Kusmierz, Audy and Oaks

ABSENT: Members: None

The following ordinance was offered by Member Audy and seconded by Member Noordhoek.

ORDINANCE NO. 98-~~18~~8Z

**AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

**[Amendment to Caledonia Village Centre PUD
(NBD Bank ATM Facility)]**

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to amend the Caledonia Village Centre Planned Unit Development, and to rezone the following described lands from the NBD Bank Planned Unit Development (comprising a part of the Caledonia Village Centre Planned Unit Development) to the NBD Bank (ATM Facility) Planned Unit Development, in accordance with the Final Development Plan, as amended, of Caledonia Village Centre Planned Unit Development and the Final Development Plan of the NBD Bank (ATM Facility) Planned Unit Development, subject to all of the terms and conditions of this ordinance:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, described as: Beginning at a point on the East line of said Northeast 1/4, which is

South 00°00' East 66.00 feet from the Northeast corner of Section 29; thence South 00°00' East 270.00 feet along said East line; thence South 89°48' West 290.74 feet; thence Westerly 30.18 feet along a 96.00 foot radius curve to the left, the chord of which bears South 80°47'42" West 30.05 feet; thence North 00°00' East 274.71 feet; thence North 89°48' East 320.41 feet parallel with the North line of said Northeast 1/4 to the place of beginning. Subject to highway right-of-way over that part which lies Easterly of a line which is parallel with and 60.00 feet West of the centerline of Cherry Valley Avenue (M-37), together with certain easements for ingress, egress and for utilities, Village of Caledonia, Kent County, Michigan,

The NBD Bank (ATM Facility) Planned Unit Development established by the terms of this amending ordinance replaces in its entirety the NBD Bank Planned Unit Development, established under Village of Caledonia Ordinance No. 96-6Z, adopted May 9, 1994. Said Ordinance No. 94-6Z is hereby repealed.

Section 2. The rezoning of the above-described lands by the amendment of the Caledonia Village Centre Planned Unit Development, in accordance with the Final Development Plan of the NBD Bank (ATM Facility) Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) **Development Plan.** The Development shall comply in all respects with the Final Development Plan dated October 16, 1998, except as amended or modified by the terms of this Ordinance.

(2) **Nature of Development.** The Development and the lands included therein shall be used only for a drive-through automatic teller machine (ATM) facility, together with related signage, vehicle circulation area, means of access and other features shown on the Development Plan. The lands shall not be used for any other purpose, unless authorized by the Village of Caledonia by subsequent rezoning ordinance.

(3) **Lot Areas; Buildings; Site Access.**

(a) The boundaries of the Development shall be as shown in the Development Plan ("the Plan"). Access to the Development shall be by means of two driveways from Cherry Valley Avenue as shown in the Plan.

(b) The automatic teller machine facility shall consist of a kiosk containing the automatic teller machine and related equipment. The kiosk, vehicle driving lanes, associated curbing and other elements of the ATM facility shall be as shown on the Plan.

(c) The ATM kiosk and associated paved area shall together be an area of approximately 8750 square feet. The height of the kiosk shall be similar to the height of other ATM kiosks installed by NBD Bank at comparable locations.

(5) **Vehicle Circulation Area.** There shall be vehicle driving lanes for use in connection with the drive-through ATM facility as shown on the Plan. The easterly lane, on the east side of the ATM kiosk, shall be 12 feet wide, and the westerly lane, on the west side of the kiosk, shall be 24 feet wide. All vehicle circulation areas shall be paved. The driveways off Cherry Valley Avenue shall comply with applicable Michigan Department of Transportation requirements.

(6) **Use of ATM Facility.** The drive-through ATM facility shall be utilized by motor vehicles driving from south to north in the driving lanes on either side of the ATM kiosk. There shall, however, be a double driving lane on the westerly side of the kiosk, so as to enable southbound traffic to travel south in the driving lane, in order to proceed to the southerly driveway exiting the property or to turn around and then proceed northerly, so as to utilize the ATM facility.

(7) **Utilities.** The Development will not require sanitary sewer service or public water supply. Electrical service shall be by means of the electric power poles and other equipment shown on the Plan. There shall be an outdoor electric light pole, with security camera, within the traffic island on which the ATM kiosk is located, as shown on the Plan.

(8) **Surface Water Drainage.** The drainage of surface waters on and from the site shall be accomplished by an underground storm sewer system, which shall be connected by storm sewer mains to the existing storm sewer system in the vicinity of the property. Such surface water drainage arrangements shall be subject to the approval of the Village engineers.

(9) **Sign.**

(a) There may be a directional sign for the purpose of directing vehicle traffic to the ATM facility, but not for advertising purposes.

(b) The ATM directional sign shall have an area of approximately 1.5 x 1.5 feet and shall not be higher than approximately 5 feet.

(c) The ATM directional sign shall not be located within the Cherry Valley Avenue right-of-way, and the plan shall be revised to show a location outside the highway right-of-way and acceptable to the Village.

(d) Each of the four sides of the canopy over the ATM facility may show the NBD logo, but there shall be no other signage on the facility or otherwise on the property, except for the above-stated directional sign.

Section 3. The Village Council hereby determines that the Plan complies with the provisions of the Village Zoning Ordinance and promotes its intent and purposes. The Village Council further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this Ordinance and the Village Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the Development.

The Village Council further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public

services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

Section 4. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

AYES: All

NAYS: None

ORDINANCE DECLARED ADOPTED.



Daryl Penfold
Village President, acting as Village Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.



Daryl Penfold
Village President, acting as Village Clerk

41-23-29-226-043
9321 Cherry Valley
Villager

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a special meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 28th day of September, 2004, at 7:00 p.m.

PRESENT: Members: Hahn, Peabody, Domer, Bierlein, Erskine, Williamson, Maviglia

ABSENT: Members: None

The following ordinance was offered by Member Maviglia and seconded by Member Bierlein.

ORDINANCE NO. 04-35Z

**An Ordinance to Amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

**[Amendment to Caledonia Village Centre PUD
(Caledonia Retail Center)] Villager**

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to amend the Caledonia Village Centre Planned Unit Development and to amend the Caledonia Village Centre Planned Unit Development Final Development Plan as to the following described portion of the lands within the Planned Unit Development, in accordance with the final amendment to the Final Development Plan dated July 22, 2004, subject to all of the terms and conditions of this ordinance:

That part of the NE 1/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of Section 29; thence S00°00'W 522.00 feet along the East Line of said NE 1/4 to the Place of Beginning of this Description; thence S00°00'W 151.46 feet along said East Line; thence S89°48'W 320.41 feet; thence N00°00'E 151.46 feet; thence N89°48'E 320.41 feet to the Place of Beginning, subject to easements of record. This Parcel contains 1.114 acres.

Section 2. The rezoning of the above-described lands by the amendment of the Caledonia Village Centre Planned Unit Development District, in accordance with the amendment to the Final Development Plan dated July 22, 2004, regarding the Caledonia Retail Center, is expressly subject to all of the following terms and conditions:

(1) **Development Plan.** The Caledonia Retail Center Development (“the Development”) shall comply in all respects with the Final Development Plan of the Village Centre Planned Unit Development Final Plan, as amended by the July 22, 2004 site plan regarding the Caledonia Retail Center (the “Development Plan”). The Development Plan includes the July 22, 2004 site plan of the Development, together with the developer’s application for amendment to the Planned Unit Development District.

(2) **Nature of Development Uses.** The Development and the lands included therein shall be used only for uses listed as permitted uses in Village Zoning Ordinance Section 9.2 Permitted Uses in the C-1 Neighborhood District; provided, however, drive-up windows, automotive service stations or gas stations, taverns, bars and cocktail lounges, motor vehicle sales, lodge halls, theatres and other public assembly uses shall not be permitted. Further, food service and restaurant establishments shall be limited to coffee shops, delicatessens, sandwich shops, caterers and similar food establishments.

(3) **Lot Areas; Buildings; Site Access.**

(a) The boundaries of the Development shall be as shown in the Development Plan (“the Plan”). Access to the Development shall be from Cherry Valley Avenue, by means of the private drive to the East of the Development as shown in the Plan and by means of the Village street on the West side of the Development. The building shall have the size, layout and location shown in the Plan.

(b) The building setback from the right-of-way of Cherry Valley Avenue, the width of the buffer areas and curbing south of the building in the side yard and north of the parking lots and the depth of the rear yard shall be as shown in the Plan.

(c) The building shall be a one-story building with materials, elevation and design as shown in the Plan.

(4) **Parking Area.** There shall be not less than 43 parking spaces provided, as shown in the Plan. Each parking space shall be 9 feet by 20 feet. There shall be two handicap spaces, as shown.

(5) **Sanitary Sewer Service and Water Supply.** The Development shall be served by the public sanitary sewer. Water supply shall be provided by a private water well approved by the Kent County Health Department.

(6) **Surface Water Drainage.** The drainage of surface waters shall be accomplished by an underground storm sewer system. The on-site storm sewer system shall be connected by means of a 12-inch storm sewer lateral to the existing 18-inch storm sewer as shown on the Plan.

(7) **Utilities.** Natural Gas service and electrical service to the Development shall be by means of underground facilities.

(8) **Landscaping.** Landscaping on the site shall be as shown on the Plan.

(9) **Signs.** All signs shall comply with the provisions of Zoning Ordinance Section 15.3 as if located in the C-2 District. There may be a freestanding sign located as shown on the Plan. The freestanding sign shall be not higher than 18 feet above grade and shall be no larger than 80 square feet in area. The basic structure of the sign and other details concerning the sign shall be approved by the Planning Commission. There may be small directional signs if needed to assist in the convenient handling of motor vehicle traffic on the site.

(10) **Street Improvements and Private Road Maintenance Agreement.** The developer shall install curbs and gutters on the portion of Dobber-Wenger Memorial Drive adjacent to the Development and shall improve the blacktop service drive located on the east side (front) of the Development. The improvements shall include curb and gutter installation on the west side of the service drive and repairing and widening the drive to twenty-four feet (24'). These improvements shall be made from the south line of Lot D to Kaechele Street. The radius and corner near the McDonald's restaurant shall be improved as shown on the Plan, provided the consent of McDonalds can be obtained. If McDonalds consents to less than all of the improvements, the developer shall make those improvements for which McDonalds will grant consent. The Developer shall in good faith seek consent as to all of the improvements. A plan for the foregoing improvements shall be submitted to the Village Planner for review and approval.

The developer shall provide a private road maintenance agreement, in a form sufficient to assure the upkeep and maintenance of this service drive. The terms of the private road maintenance agreement shall be subject to the review and approval of the Village Attorney.

(11) **Review by Fire Chief.** The design, layout and construction of the Development shall be reviewed as to matters of public safety and emergency access by the Caledonia Township Fire Chief and in the discretion of the Fire Chief approved, or in the absence of such approval, such aspects of the Development shall be appropriately modified so as to be satisfactory to the Fire Chief for public safety and emergency access purposes.

Section 3. The Village Council hereby determines that the Plan complies with the provisions of the Village Zoning Ordinance and promotes its intent and purposes. The Village Council further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this Ordinance and the Village Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and

facilities affected by the Development. The Village Council further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

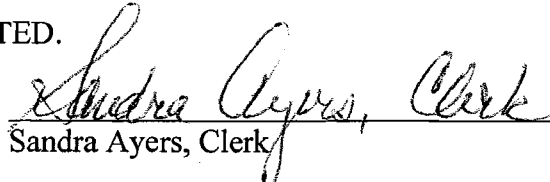
Section 4. The Village may enforce the provisions of this Ordinance and applicable provisions of the Village Zoning Ordinance (including Section 19.6 thereof), Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

Section 5. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation in the Village.

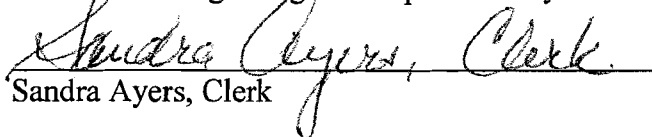
YEAS: Members: Maviglia, Domer, Erskine, Bierlein, Williamson

NAYS: Members: Peabody, Hahn

ORDINANCE DECLARED ADOPTED.


Sandra Ayers, Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia, at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Sandra Ayers, Clerk

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 14th day of February, 2005, at 7:00 p.m.

PRESENT: Members Erskine, Hahn, Maviglia, Williamson, Peabody, Mulvihill, Bierlein

ABSENT: Members none

The following preamble and ordinance were offered by Member Maviglia and seconded by Member Erskine.

ORDINANCE NO. 05-03Z

**An Ordinance to Amend the Zoning Ordinance
of the Village of Caledonia**

[Amendment to Caledonia Village Centre PUD]

WHEREAS, by Ordinance dated July 13, 1981, as amended, the Village of Caledonia established the Village Centre Planned Unit Development in accordance with the terms and conditions of the Final Development Plan of S&H Land Company;

WHEREAS, the Final Development Plan, as amended, does not contain specific design and use standards for all areas of the Development;

WHEREAS, the Village desires to confirm the permitted uses as currently described in the Village Centre PUD ordinance;

WHEREAS, the Village desires to establish a consistent, cohesive design for development of the remaining developable lands within the Village Centre PUD, so as to ensure that the development is completed on a safe, compatible basis with the existing uses;

WHEREAS, the Village desires to insure that walkability, adequate green space, safety considerations and effective and safe traffic flow are prominent features within the Village Centre PUD;

WHEREAS, the Planning Commission has held a public hearing regarding this proposed ordinance amendment and has received comments from the owners of the development and the public and has evaluated other materials submitted.

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to amend the Caledonia Village Centre Planned Unit Development and to amend the Caledonia Village Centre Planned Unit Development Final Development Plan as to the following described lands, subject to all of the terms and conditions of this ordinance:

That part of the NE/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of said Section; thence South 00°00' East 926.83 feet along the East line of said Section; thence North 87°59' West 325.30 feet to the place of beginning of this description; thence South 87°59' East 325.30 feet; thence South 00°00' East 985.19 feet along the East line of said Section to a point which is North 00°00' East 733.3 feet from the East 1/4 corner of said Section; thence South 89°34'17" West 230 feet, more or less, parallel with the East-West 1/4 line, to the centerline of the County Drain; thence meandering Northwesterly and Westerly along the centerline of said Drain 1550 feet, more or less, to the shoreline of Emmons Lake; thence Northerly along said shoreline 73 feet, more or less, to its intersection with a line which bears South 89°48' West from the place of beginning; thence North 89°48' East 969 feet, more or less, parallel with the North line of said Section 29, to the place of beginning.

Section 2. The rezoning of the above-described lands within the Caledonia Village Centre Planned Unit Development District is expressly made subject to all of the following terms and conditions:

(1) **Development Plan.** Future development within the Caledonia Village Centre Planned Unit Development, as well as redevelopment in lands subject to existing uses, shall comply

in all respects with the Final Development Plan of the Village Centre Planned Unit Development, and with the terms of this ordinance.

Notwithstanding anything in this ordinance to the contrary, uses and site plans currently permitted by the PUD ordinance are hereby confirmed and shall not be amended by the standards contained in this ordinance, where such standards conflict with a previously approved site plan.

(2) **Nature of Development Uses.** The Development and the lands included therein may be used for those uses currently permitted by the PUD ordinance and for permitted uses as specified in Village Zoning Ordinance Section 9.2 Permitted Uses in the C-1 Neighborhood District; provided, however, to the extent not currently existing on the land at the time of this ordinance, the following uses shall not be permitted: car washes, gas stations, theatres, taverns, lodge halls and auto body businesses.

(3) **Lot Areas; Buildings; Site Access.**

(a) Open Space. Not less than twenty-five percent (25%) of each lot shall be dedicated and maintained as open space. A restrictive covenant, master deed or other document shall be submitted for approval by the Village Attorney, establishing that the open space will be preserved and maintained as required.

(b) Building Size. No building shall have a gross floor area that exceeds thirty percent (30%) of the gross square footage of the lot.

(c) Building Setbacks. All building on lots fronting on M-37 or the adjacent north-south service drive shall have a front setback equal to or greater than adjacent buildings, but in no event less than 50 feet, side setbacks equal to not less than 15 feet per side (with a total side yard setback of not less than 30 feet) and a rear yard setback equal to not less than 35 feet.

Buildings on lots located on the West side of Dobber Wenger Drive shall have not less than the following minimum setbacks: front setbacks equal to not less than 50 feet, side setbacks equal to not less than 15 feet per side (with a total side yard setback of not less than 30 feet) and a rear yard setback equal to not less than 35 feet, including a minimum 10-foot perimeter buffer area. Front setback standards will apply to both the north and east sides of Lot J, but shall only apply to the east side of Lot I. Dobber Wenger Drive shall be the front side for Lots B, E, G and I.

(d) Building Height. Buildings fronting on M-37 shall be one story in height with materials, elevation and design that are consistent with adjacent properties. Buildings on lots located on the West side of Dobber Wenger Drive shall not exceed two stories in height with materials, elevation and design that are consistent with adjacent properties. No building in the development shall exceed 35 feet in height.

(4) **Parking Area.** All buildings shall comply with the requirements of Chapter 16 of the Zoning Ordinance as to off-street parking spaces; provided, however, the Planning Commission may approve shared parking arrangements or other arrangements if adequate provisions are made for parking spaces necessary for the proposed use on a particular site. Parking spaces provided shall be 9 feet by 20 feet. Handicap spaces shall also be provided, as prescribed in Chapter 16. A buffer area no less than five (5) feet in width shall be required between parking areas or driveway areas and side property lines; provided, however, the Planning Commission may approve a lesser buffer area or no buffer area in cases where a shared parking arrangement is being approved. A buffer area no less than ten (10) feet in width shall be provided between any parking area and an adjacent off-site or street-side sidewalk or, if no sidewalk is present, between a parking area and any adjacent street right-of-way line.

(5) **Sanitary Sewer Service and Water Supply.** All buildings in the Development shall be served by public sanitary sewer. Water supply shall be provided by a private

water well approved by the Kent County Health Department, unless public water becomes reasonably available, in which case any proposed buildings shall connect to the public water service.

(6) **Surface Water Drainage.** The drainage of surface waters shall be accomplished by an underground storm sewer system as to each proposed building site. The on-site storm sewer system shall be subject to the review of the Village Engineer.

(7) **Utilities.** Natural Gas service and electrical service to all sites on the Development shall be by means of underground facilities.

(8) **Landscaping.** A landscaping plan shall be submitted with each proposed site plan. All landscaping of a proposed site shall be consistent with landscaping on adjacent properties and shall be subject to review of the Planning Commission.

(9) **Signs.** All signs shall comply with the provisions of Zoning Ordinance Section 15.3 as if located in the C-2 District. The basic structure of the signs and other details concerning signs shall be approved by the Planning Commission. There may be small directional signs located within the PUD if needed to assist in the convenient handling of motor vehicle traffic.

(10) **Private Road and Private Road Maintenance Agreement.** No further development shall occur on properties fronting on or adjacent to the private drives within the PUD until a private road maintenance agreement, in a form sufficient to assure the upkeep and maintenance of such service drive, is executed and submitted. Provisions shall be made to improve the service drive between Higley Street and Kaechele Street in accordance with the ordinance amendment recently adopted for the Caledonia Retail Center.

If feasible, the access road located south of Higley Street, adjacent to M-37, shall be paved and shall be widened to a uniform width.

The terms of all private road maintenance agreements shall be subject to the review and approval of the Village Attorney.

(11) **Review by Fire Chief.** The design, layout and construction of each site, and of the Development as a whole, shall be reviewed as to matters of public safety and emergency access by the Caledonia Township Fire Chief and in the discretion of the Fire Chief approved, or in the absence of such approval, such aspects of the Development shall be appropriately modified so as to be satisfactory to the Fire Chief for public safety and emergency access purposes.

(12) **Perimeter Buffer Areas.** As to any site, there shall be a minimum of five (5) feet of open space between parking or driveways areas and the side lot line unless a lesser buffer or no buffer is approved by the Planning Commission in cases where a shared parking arrangement is being approved. There shall be a minimum of ten (10) feet of open space between parking or driveway areas and the front and rear lot lines or right of way, whichever is nearer to the parking area.

(13) **Sidewalk Locations.** Concrete sidewalks, not less than five (5) feet in width, shall be required at the following locations:

(a) On the south side of 92nd Street, from the easterly service drive to the west line of the development.

(b) On the west side of Dobber Wenger Drive, from Higley Street to 92nd Street.

Any development of Parcel I shall include construction of a sidewalk along that part of Parcel I located on the South side of 92nd Street. Any development of Parcel J shall include construction of a sidewalk along that part of Parcel J located on the South side of 92nd Street.

As part of any further development of any portion of Parcels B, E, G or I, a sidewalk shall be constructed along that portion of the west side of Dobber Wenger Drive that is included in the lands being developed; provided however, at such time as more than 50% of the

lands fronting on the West side of Dobber Wenger are developed, measured on a front foot basis from Higley Street to 92nd Street, then the entire sidewalk along the west side of Dobber Wenger Drive from Higley Street to 92nd Street shall be constructed.

The foregoing sidewalks shall be located within the street right-of-way, and there shall be a buffer strip no less than ten (10) feet in width between the sidewalk and any parking areas.

(14) **Regulatory Flexibility.** To encourage flexibility and creativity consistent with the Planned Unit Development concept, departures from the regulations contained in this ordinance may be permitted upon a determination by the Village Council, after Planning Commission review and recommendation, that such modifications will result in a higher quality of development than would be possible without the modifications, or that such modifications are necessary because of practical difficulties existing in the development at the time of this ordinance. Such departures from the regulations may include, but are not limited to, modifications in lot dimensional standards, floor area standards, setback requirements, signage, parking, loading and landscaping requirements and similar requirements.

Section 3. The Village Council hereby determines that existing Development Plan complies with the provisions of the Village Zoning Ordinance and promotes its intents and purposes. However, the Village Council further finds that the terms of this ordinance will foster compatible uses and further development within the Planned Unit Development and will preserve the natural environment and the capacity of public services and facilities affected by the Development. The Village Council further determines that future Development, if undertaken pursuant to the terms of this ordinance, will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of

accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

Section 4. The Village may enforce the provisions of this Ordinance and applicable provisions of the Village Zoning Ordinance (including Section 19.6 thereof), Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

Section 5. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation in the Village.

YEAS: Members: Bielein, Mulvihill, Pabady, Mangilia, Hahn, Williamson

NAYS: Members: Erskine

ORDINANCE DECLARED ADOPTED.

Sandra Ayers, Clerk
Sandra Ayers, Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia, at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Sandra Ayers, Clerk
Sandra Ayers, Clerk

LANDMARK STRATEGIES

MEMORANDUM

DATE: December 1, 2005
TO: Caledonia Village Planning Commission
FROM: Mark A. Sisson, AICP, Planning Consultant
RE: **Revised site plan-Bank One, Lot J**
Caledonia Village Center PUD

An initial site plan for this establishment was denied by the Planning Commission on the basis that the proposed driveways off 92nd St. were improperly located. That denial was based on a finding by MDOT that the driveways would negatively effect the operations of the recently installed traffic signal at the nearby 92ndSt. /Cherry Valley intersection. I have reviewed the revised site plan for proposed Bank One bank facility and have the following comments and recommendations. Note: This site plan is subject to the recently adopted amendments to the Caledonia Village Center PUD, Ord. #. 05-03. Under the new provisions site plan approval by the Planning Commission is required but Village Council action is not required unless additional flexibility (waivers from the written standards) is requested.

1. Use: The bank office and its drive-thru facilities are uses permitted in the PUD by reference to the C-1 Neighborhood Business District, Section 9.2. The use is also consistent with similar existing back facilities location in the development.
2. Open Space: The total lot area excluding R.O.W. is 70,567 square feet. Of that amount 25% (17,641 square feet) of the lot is require to be open space. By extrapolation of the pavement data provided on the site plan, the amount of open space (impervious yard area) is 35,554 square feet or 50.38% of net development site. This is well above the open space requirement of 25%.
3. Building Size: The proposed floor area of the 1 story building is 4,062 square feet or 5.8% of the net lot area. This is well below the 30% lot coverage permitted.
4. Building Setbacks: The building is positioned 103 feet from the M-37 ROW. The ordinance requires that the front yard set back from M-37 be equal to or greater than adjacent buildings. The 50 foot setback requirement off 92nd Street has been exceeded, as have the required setbacks off Dobber Wenger Drive and Kaechele Street. Required 10 foot perimeter buffer strips between the ROW and parking areas have also been exceeded.
5. Building Height: The building is proposed to be 1 story and is 26 feet tall. Thirty five feet is permitted.

6. Parking Areas: Thirty seven parking spaces are shown, 17 spaces are required. The number proposed parking spaces more than satisfies the ordinance minimum. The vehicle stacking areas for the drive-thru facilities also appear to be adequate. The revised site plan has been adjusted to comply with the required minimum parking space dimensions of 9 feet by 20 feet.
7. Utilities: The building is proposed to be connected to available sewer and water utilities. Review and approval of the proposed utility plans by the Village engineer is recommended. Connections to natural gas and electric utilities are not indicated on the plan but are noted as available. Connections are to be designed and installed by the utility companies.
8. Drainage: The storm management plan should be reviewed by the Village Engineer and if necessary, approved by the Kent County Drain Commission. I do question the design of the retention basin at the southwest corner of the site. It appears to be unnecessarily deep, with steep banks. A shallower, more elongated design with the same capacity appears possible. Such a design would be more easily maintained and would likely be more aesthetically appealing.
9. Landscaping: A detailed landscape plan has been provided and appears to be adequate. I do question the design of the retention basin at the southwest corner of the site. It appears to be unnecessarily deep, with steep banks. A shallower, more elongated design with the same capacity appears possible. Such a design would be more easily maintained and would likely be more aesthetically appealing.
10. Signs: Elevation drawings indicate that the building will have one wall sign facing M-37. The amended sign provisions allow 1.2 square feet of wall sign per lineal foot of building facing the street. Based on the calculation of 1.2 square feet x 63 LF, a 75 square foot sign is permitted. The proposed sign is 50.6 SF.
A proposed pylon sign is indicated at the mid-point of the site along M-37. Its 80 SF area matches the maximum allowed, as does its 18' height. The setback of 10 feet is acceptable, as it does not encroach upon the right of way. The area of proposed changeable copy is within the 65% limit. All other proposed signs are direction in nature and are either exempted or unregulated. All appear to be reasonable in design, appearance and location.
11. Lighting: Site lighting detail has not been provided. It is recommended that the location, height, type and intensity if proposed lighting be reviewed and approved to ensure compatibility with the surrounding and to avoid unnecessary glare and light trespass.
12. Access and Driveways: The original site plan showed a total of four driveways, two off 92nd St. and two off Kaechele. The eastern most driveways off each of these streets have been eliminated and single drives off each are now proposed. The drive on Kaechele is now centered on the frontage and the remaining 92nd Street driveway is where it was originally proposed, 100 feet east of Dobber Wenger.

The new configuration is an improvement but I concur with Paul Galdes' position that the ideal arrangement from a traffic safety standpoint would be for a single driveway off Dobber Wenger rather than 92nd St. The drive on Kaechele would also be best located if directly aligned with the existing Hastings Bank driveway across the Street. A driveway at that location will require some additional site grading (lowering of the bank's drive thru area) in order to establish a driveway grade that is not excessive. Acceptable grades are generally considered to less than 8 percent outside of the right of way and under 5 percent in the driveway throat between the edge of pavement and the right of way line. Both of these guidelines could be met with what appear to be relatively minor grade adjustments but the applicant may consider this to be problematic.

13. Sidewalks: Sidewalks are required along the south side of 92nd Street. **The site plan still does not indicate the required sidewalks.**

14 As previously recommended, **the Fire Department should review the site plans.**

Summary of recommendations

1. Subsection (30 (a) of the amendment requires the submittal of restrictive covenants or other documents ensuring the preservation and maintenance of the open space(yard area). The Village Attorney must review this documentation.
2. The building setback off M-37 does not comply with the required setback distance that is equal to the building located on the adjoining property. This requirement may be waived by the Village Council upon the recommendation of the Planning Commission to the Village Council. The Planning Commission should make a determination regarding this issue. It is my opinion that the proposed setback is adequate and would not alter the character of the area's development.
3. Consideration should be given to requiring that the depth and shape of the detention basin be altered to create a shallower swale.
4. If it has not been done, the Village Engineer and /or the Kent County Drain office should review the storm management plan.
5. It is recommended that the location, height, type and intensity if proposed lighting be reviewed and approved to ensure compatibility with the surrounding and to avoid unnecessary glare and light trespass.
6. The site plan should be modified to indicate the required sidewalks.
7. The Fire Department is required to review the site plans.
8. The applicant should be asked to clearly justify the driveway locations as now proposed and to present a rationale as to why the locations recommended by the Village engineer are not appropriate for the proposed use.

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a special meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 12th day of October, 2006, at 7:00 p.m.

PRESENT: Members: Williamson, Erskine, Maviglia, Mulvihill, Hahn, Peabody

ABSENT: Members: None

The following preamble and ordinance were offered by Member Mulvihill and seconded by Member Maviglia:

ORDINANCE NO. 006-30

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE VILLAGE OF CALEDONIA**

[Amendment to Caledonia Village Centre PUD – D&W Quick Stop]

WHEREAS, by Ordinance dated July 13, 1981, as amended, the Village of Caledonia established the Village Centre Planned Unit Development in accordance with the terms and conditions of the Final Development Plan of S&H Land Company;

WHEREAS, by Ordinance No. 05-03, the Village of Caledonia added specific design and use standards for areas within the development;

WHEREAS, the Village now desires to amend certain portions of the Village Centre PUD Ordinance, as amended, so as to permit a proposed D&W Quick Stop use as outlined in the undated site plan (the “D&W Quick Stop Property Final Development Plan”);

WHEREAS, except as modified herein, the Village of Caledonia desires to confirm the permitted uses and standards as currently described in the Village Centre PUD Ordinance, as amended; and

WHEREAS, the Planning Commission has held a public hearing regarding this proposed ordinance amendment and has received comments from the owners of the development and the public, and has evaluated other materials submitted.

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the zoning map, so as to amend the Caledonia Village Centre Planned Unit Development and to amend the Caledonia Village Centre Planned Unit Development Final Development Plan as to the following-described lands (the "D&W Quick Stop Property"), subject to all of the terms and conditions of this ordinance:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Township of Caledonia, Kent County, Michigan, described as: Beginning at a point on the East line of said Northeast 1/4, which is N00°00'E 958.30 feet from the East 1/4 corner of Section 29; thence S89°34'17"W 281.79 feet parallel with the East-West 1/4 line of Section 29; thence N25°39'W 83.76 feet; thence N39°08'E 66.92 feet; thence N72°00'E 48.16 feet; thence N90°00'E 230.00 feet; thence S00°00'W 140.19 feet along the East line of Section 29 to the place of beginning.

and also,

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan described as: Commencing at the East 1/4 corner of said Section 29; thence N00°00'E along the East line of said Northeast 1/4 1098.49 feet; thence S90°00'W 136.50 feet to the Point of Beginning of this description; thence Southwesterly 10.21 feet on the arc of a 6.50 foot radius curve to the right with a central angle of 45°00' and a chord bearing S45°00'W 9.19 feet; thence S90°00'W 92.00 feet; thence Northwesterly 27.09 feet on the arc of a 12.00 foot radius curve to the right with a central angle of 129°20' and a chord bearing N25°20'W 21.69 feet; thence N39°20'E 35.34 feet; thence Easterly 18.85 feet on the arc of a 12.00 foot radius curve to the right with a central angle of 90°00' and a chord bearing N84°20'E 16.97 feet; thence S50°40'E 46.00 feet; thence Southeasterly 19.57 feet on the arc of a 28.50 foot radius curve to the left with a central angle of 39°20' and a chord bearing S70°20'E 19.18 feet; thence N 90°00'E 8.35 feet; thence Southeasterly 10.21 feet on the arc of a 6.50 foot radius curve to the right with a central angle of 45°00' and a chord bearing S45°00' E 9.19 feet to the point of beginning, containing 3267 square feet.

Section 2. The rezoning of the above-described lands within the Caledonia Village

Centre Planned Unit Development District is expressly made subject to all of the following terms and conditions:

- (1) **Development Plan.** Future development within the Caledonia Village Centre Planned Development, as well as redevelopment in lands subject to existing uses, shall comply in all respects with the Final Development Plan of the Village Centre Planned Unit Development, and with the terms of all approving PUD ordinances for the Village Centre Planned Unit Development; provided, however, the D&W Quick Stop Property shall be developed in accordance with the amending Final Development Plan for the D&W Quick Stop Property.
- (2) Condition (2) of Ordinance No. 05-03 shall be amended so as to permit a gas station on the D&W Quick Stop Property, but the permitted uses and conditions in that paragraph shall otherwise be confirmed.
- (3) Condition (3)(a) Open Space of Ordinance No. 05-03 shall be amended so as to authorize the amount of open space shown on the D&W Quick Stop Property site plan as a sufficient amount. A restrictive covenant, master deed or other document shall be submitted for that open space to be approved by the Village Attorney, establishing that the open space will be preserved and maintained as required. As to the remaining portions of the Planned Unit Development, Section (3)(a) is hereby confirmed and shall be unchanged.
- (4) Condition (3)(c) Building Setbacks of Ordinance No. 05-03 shall be amended so as to permit the setbacks as shown in the D&W Quick Stop Property site plan. The remaining portions of the Village Centre Planned Unit Development shall continue to be subject to Condition (3)(c) and shall hereby be confirmed.
- (5) Condition (9) Signs of Ordinance No. 05-03 shall be supplemented to provide that the proposed canopy signs for the D&W Quick Stop Property, as shown in the D&W Quick Stop Property site plan, are hereby confirmed and permitted. There shall be no other signs on the D&W Quick Stop Property and Note 7 on the site plan shall be eliminated.
- (6) The D&W Quick Stop Property and Plan shall, except as noted in this Ordinance, be subject to the requirements of Ordinance No. 05-03 and the other ordinances approving the Caledonia Village Centre PUD. This shall include review by the Fire Chief under Condition (11) of Ordinance No. 05-03.

- (7) The D&W Quick Stop Property shall be constructed, operated and maintained in a manner consistent with the D&W Quick Stop Property Final Development Plan, which plan shall be incorporated as part of the Final Development Plan for the Village Centre Planned Unit Development. The Final Development Plan, as supplemented by the D&W Quick Stop Final Development Plan, is hereby confirmed and approved, subject to the terms of this ordinance.
- (8) An easement and right to use the D&W dumpster area for trash storage and handling shall be submitted for review by the Village Attorney, and once approved, shall be recorded as a restrictive covenant, establishing that the D&W Quick Stop Property has a suitable location for trash storage and handling on the adjacent premises.
- (9) Concrete strips, striping or other delineation of the pedestrian crosswalk on the west side of the property shall be provided, and striping shall be provided to establish that there are two eastbound lanes entering onto M-37.
- (10) Design specifications for the fuel loading station and tanks shall be provided and subject to inspection to ensure a sufficient drop in elevation for fuel loading, so as to avoid spillage or unsafe circumstances.
- (11) Landscape and lighting plans shall be submitted for approval by the Village Planner. No pole lighting shall be provided on the site. The lighting will be limited to two wall pack lights and recessed canopy lights.
- (12) The applicant shall submit proof that it has the authority to relocate to the west that service road lying north of the proposed site and to convert the land between the relocated service road and M-37 into open space. This should be shown on a revised final site plan. Restrictive covenants, master deeds or other documents shall be submitted for that open space to be approved by the Village Attorney, establishing that the open space will be preserved and maintained as required.
- (13) The legal description contained in the site plan and in this ordinance shall be amended so as to include the island area at the northwest corner of the site, or to otherwise establish sufficient restrictive covenants so as to assure that the open space and rumble strip area will be preserved and maintained as required.

Section 3. **Publication/Effective Date.** This ordinance shall become effective seven (7) days after its publication or seven (7) days after publication of a summary of its provisions in a local newspaper of general circulation in the Village.

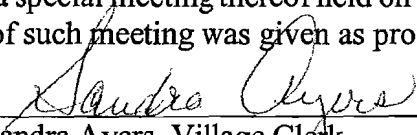
AYES: Members: Williamson, Erskine, Maviglia, Mulvihill

NAYS: Members: Hahn, Peabody

ORDINANCE DECLARED ADOPTED.


Sandra Ayers, Village Clerk

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a special meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Sandra Ayers, Village Clerk

VILLAGE OF CALEDONIA
KENT COUNTY, MICHIGAN

**NOTICE OF ADOPTION OF VILLAGE ORDINANCE
AND SUMMARY OF THE REGULATORY EFFECT THEREOF**

NOTICE IS HEREBY GIVEN that on October 12, 2006, the Village Council of the Village of Caledonia adopted a Village Ordinance amending the Caledonia Village Centre Planned Unit Development and amending the Caledonia Village Centre Planned Unit Development Final Development Plan to provide for a D&W Quick Stop gasoline station and convenience store on the following described lands within the PUD:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Township of Caledonia, Kent County, Michigan, described as: Beginning at a point on the East line of said Northeast 1/4, which is N00°00'E 958.30 feet from the East 1/4 corner of Section 29; thence S89°34'17"W 281.79 feet parallel with the East West 1/4 line of Section 29; thence N25°39'W 83.76 feet; thence N39°08'E 66.92 feet; thence N72°00'E 48.16 feet; thence N90°00'E 230.00 feet; thence S00°00'W 140.19 feet along the East line of Section 29 to the place of beginning.

and also,

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan described as: Commencing at the East 1/4 corner of said Section 29; thence N00°00'E along the East line of said Northeast 1/4 1098.49 feet; thence S90°00'W 136.50 feet to the Point of Beginning of this description; thence Southwesterly 10.21 feet on the arc of a 6.50 foot radius curve to the right with a central angle of 45°00' and a chord bearing S45°00'W 9.19 feet; thence S90°00'W 92.00 feet; thence Northwesterly 27.09 feet on the arc of a 12.00 foot radius curve to the right with a central angle of 129°20' and a chord bearing N25°20'W 21.69 feet; thence N39°20'E 35.34 feet; thence Easterly 18.85 feet on the arc of a 12.00 foot radius curve to the right with a central angle of 90°00' and a chord bearing N84°20'E 16.97 feet; thence S50°40'E 46.00 feet; thence Southeasterly 19.57 feet on the arc of a 28.50 foot radius curve to the left with a central angle of 39°20' and a chord bearing S70°20'E 19.18 feet; thence N 90°00'E 8.35 feet; thence Southeasterly 10.21 feet on the arc of a 6.50 foot radius curve to the right with a central angle of 45°00' and a chord bearing S45°00' E 9.19 feet to the point of beginning, containing 3267 square feet.

The principal provisions of the amending ordinance include the following:

1. **Development Plan.** The D&W Quick Stop gasoline station and convenience store may be developed in accordance with the site plan submitted for the D&W Quick Stop property, subject to the terms and conditions of the amending ordinance. The amending ordinance amended various conditions in prior Village Ordinance No. 05-03 so as to permit a gasoline station on this property, so as to authorize and approve the amount of open space shown on the site plan, so as to authorize and permit the setbacks as shown on the site plan, so as to permit the proposed canopy

signs for the D&W Quick Stop gasoline station and so as to require various further items as conditions to the development. Included in those further items are the submittal of an easement establishing the right to use an area on adjacent property for trash storage and handling, the striping of certain pedestrian crosswalks and eastbound lanes within the PUD, the submittal of satisfactory design specifications for the fuel loading station and tanks, the submittal of satisfactory landscaping and lighting plans, and the submittal of restrictive covenants and proof of the applicant's authority to re-locate a portion of the service drive north of and adjacent to the D&W Quick Stop property and to create and maintain an open space area where the service drive is currently located.

2. **Effective Date.** This ordinance will be effective on October 31, 2006.

A copy of the ordinance may be inspected or purchased at the offices of the Village Clerk, Village of Caledonia, 250 South Maple Street, Caledonia, Michigan, during Village office hours.

Dated: October 12, 2006

VILLAGE COUNCIL OF THE
VILLAGE OF CALEDONIA

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**VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN**

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 14th day of May, 2007, at 7:00 p.m.

PRESENT: Members: Inman, Gilbert, Mulvihill, Williamson, Maviglia, Hahn, Erskine

ABSENT: Member: None

The following preamble and ordinance were offered by Member Maviglia and seconded by Member Hahn:

ORDINANCE NO. 007-05

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE VILLAGE OF CALEDONIA**

**[Amendments to Caledonia Village Centre PUD –
Legal Descriptions for PUD and for D&W Quick Stop]**

WHEREAS, by Ordinance dated July 13, 1981, as amended, the Village of Caledonia established the Village Centre Planned Unit Development, in accordance with the terms and conditions of the Final Development Plan of S&H Land Company;

WHEREAS, the original PUD has been amended several times, including an amendment by Ordinance No. 05-03, providing for certain general PUD regulations, and Ordinance No. 06-30, providing for the D&W Quick Stop gasoline station and convenience store;

WHEREAS, the Village Council has determined that the legal descriptions in the two foregoing amending ordinances should both be revised to reflect the intentions of the Village Council; and

WHEREAS, the Planning Commission has held a public hearing regarding these proposed ordinance amendments and has received comments from the public, and has evaluated other materials submitted.

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. Ordinance No. 05-03 and the Final Development Plan of S&H Land Company is hereby amended so as to substitute the following legal description of the Property, as described in Ordinance No. 05-03, for all purposes:

That part of the NE/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of said Section; thence South 00°00' East 926.83 feet along the East line of said Section; thence North 87°59' West 325.30 feet to the place of beginning of this description; thence South 87°59' East 325.30 feet; thence South 00°00' East 985.19 feet along the East line of said Section to a point which is North 00°00' East 733.3 feet from the East 1/4 corner of said Section; thence South 89°34'17" West 230 feet, more or less, parallel with the East-West 1/4 line, to the centerline of the County Drain; thence meandering Northwesterly and Westerly along the centerline of said Drain 1550 feet, more or less, to the shoreline of Emmons Lake; thence Northerly along said shoreline 73 feet, more or less, to its intersection with a line which bears South 89°48' West from the place of beginning; thence North 89°48' East 969 feet, more or less, parallel with the North line of said Section 29, to the place of beginning; AND ALSO

That part of the NE/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the NE corner of said Section; thence South 00°00' East 926.83 feet along the Section line of said Section; thence North 87°59' West 325.30 feet; thence North 89°48' East 261.07 feet; thence North 914.23 feet, more or less, to a point on the North Section line, which point is 529.3 feet West of the point of beginning; thence East along the Section line to the point of beginning.

Section 2. Ordinance No. 06-30 is hereby amended so as to provide that the legal description for the D&W Quick Stop property Final Development Plan should be amended so as to read in its entirety as follows:

That part of the NE/4, Section 29, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Beginning at a point on the East line of said NE/4, which is N00°00'E 958.30 feet from the East 1/4 corner of Section 29; thence S89°34'17"W 281.79 feet parallel with the East-West 1/4 line of Section 29; thence N25°39'W 83.76 feet; thence N39°08'E 66.92 feet; thence N48°23'53"E 42.15 feet; thence N39°20'E 47.34 feet; thence S50°40'E 58.00 feet; thence Southeasterly 19.57 feet on

the arc of a 28.50 foot radius curve to the left with a central angle of 39°20' and a chord bearing S70°20'E 19.18 feet; thence N90°00'E 14.85 feet; thence S00°00'W 6.50 feet; thence N90°00'E 136.50 feet; thence S00°00'W 140.19 feet along the East line of Section 29 to the point of beginning, subject to any portion taken, used or deeded for highway purposes. This parcel contains 44,437 square feet (1.02 acres), including said highway right of way.

Section 3. Effect of Amendments. The Village of Caledonia hereby confirms that the original intention of the Village was that the foregoing ordinances covered the lands as they are described in this ordinance. In all respects, other than amendment of the legal descriptions, the ordinances governing the Caledonia Village Centre PUD are hereby confirmed and ratified.

Section 4. Publication/Effective Date. This ordinance shall become effective seven (7) days after its publication or seven (7) days after publication of a summary of its provisions in a local newspaper of general circulation in the Village.

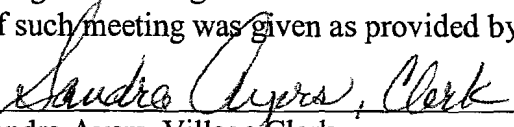
AYES: Members: Roll Call Vote-All Ayes

NAYS: Members: None

ORDINANCE DECLARED ADOPTED.


Sandra Ayers, Village Clerk

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Sandra Ayers, Village Clerk

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, Kent County, Michigan, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 14th day of December, 2009, at 7:00 p.m.

PRESENT: Members: Erskine, Hahn, Mulvihill, Mitchell

ABSENT: Members: Williamson, Mortensen, Gilbert

The following ordinance was offered by Member Mitchell and supported by Member Hahn:

ORDINANCE NO. 009-26

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE VILLAGE OF CALEDONIA**

[Township Library Rezoning Application]

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Village of Caledonia Zoning Ordinance is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to rezone the following-described lands (the "Property") to the R-2 Medium Density Single Family District. A portion of the Property being rezoned is currently located in the AG Agricultural-Residential District and the rest of the Property being rezoned is currently located within the Village Centre Planned Unit Development District:

Part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89°48'00" West along the North line of said Section 411.87 feet to the place of beginning of this description; thence South 00°00'00" West parallel with the East line of said Section 66.00 feet; thence South 89°48'00" West parallel with the North line of said Section 219.77 feet; thence South 00°00'00" West parallel with the East line of said Section 540.25 feet; thence South 89°48'00" West parallel with the North line of said Section 686 feet, more or less, to the waters edge of Emmons Lake; thence Northerly and Northwesterly along the waters edge of Emmons Lake to the centerline of a creek which is the outlet of said lake; thence Northeasterly along the centerline of said creek to the North line of said


Section; thence North 89°48'00" East along the North line of said Section 869 feet, more or less, to the place of beginning.

Section 2. **Effective Date.** This ordinance shall become effective seven days after its publication or seven days after the publication of a summary of its provisions in a local newspaper of general circulation in the Village.

AYES: Members: Hahn, Erskine, Mulvihill, Mitchell

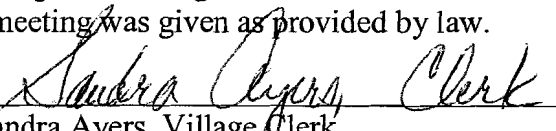
NAYS: Members: None

ORDINANCE DECLARED ADOPTED.


Sandra Ayers, Village Clerk
Village of Caledonia

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Sandra Ayers, Village Clerk
Village of Caledonia

As recommended by the Planning Commission
at its November 17, 2009 meeting

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 14th day of December, 2009, at 7:00 p.m.

PRESENT: Members: Erskine, Hahn, Mulvihill, Mitchell

ABSENT: Members: Williamson, Mortensen, Gilbert

The following preamble and resolution were offered by Member Hahn and seconded by Member Mitchell:

RESOLUTION NO. R09-27

**RESOLUTION APPROVING SPECIAL LAND USE
FOR PUBLIC LIBRARY**

[Caledonia Township Library]

WHEREAS, the Charter Township of Caledonia ("Applicant") is the owner of the following-described land located within the Village, which land is currently located, in part, within the AG Agricultural-Residential District, and in part within the Village Centre Planned Unit Development District (the "Property"):

Part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: Commencing at the Northeast corner of said Section; thence South 89°48'00" West along the North line of said Section 411.87 feet to the place of beginning of this description; thence South 00°00'00" West parallel with the East line of said Section 66.00 feet; thence South 89°48'00" West parallel with the North line of said Section 219.77 feet; thence South 00°00'00" West parallel with the East line of said Section 540.25 feet; thence South 89°48'00" West parallel with the North line of said Section 686 feet, more or less, to the waters edge of Emmons Lake; thence Northerly and Northwesterly along the waters edge of Emmons Lake to the centerline of a creek which is the outlet of said lake; thence Northeasterly along the centerline of said creek to the North line of said Section; thence North 89°48'00" East along the North line of said Section 869 feet, more or less, to the place of beginning.

WHEREAS, the Applicant has requested that the Property be rezoned to the R-2 Medium Density Single Family District, which application is currently under consideration by the Village;

WHEREAS, public libraries are a special land use authorized in the R-2 District pursuant to Section 7.3(b), in accordance with the requirements of Chapter XIII and, in particular, Sections 13.2(b) and 13.3(a);

WHEREAS, subject to the rezoning of this Property in the manner requested by the Applicant, the Village Council has determined that a special land use would be appropriate for the use requested by the Applicant, based on the recommendations of the Planning Commission, after a duly-noticed public hearing, and based on the applicable facts and circumstances submitted by the Applicant and the comments made at the public hearing

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. ***Special Land Use.*** Upon the terms and subject to the conditions of this resolution, the Village Council of the Village of Caledonia hereby approves a special land use so as to permit a public library to be located on the Property, as described above.

2. ***Findings of Fact.*** In connection with the requested special land use, the Planning Commission has made the following findings of fact, each of which is hereby adopted by the Village Council:

- (a) The proposed building will not create serious social, economic or visual conflicts with adjacent land uses or the immediate neighborhood.
- (b) The proposed single-family dwelling will not create substantial adverse or hazardous environmental conditions for adjacent property owners or the surrounding neighborhood.
- (c) The use density resulting from the special land use will be compatible with the surrounding area.


- (d) The vehicle and pedestrian traffic circulation will not be impaired by the proposed single-family dwelling.
- (e) Safe and adequate water supply and sewage disposal facilities shall be provided, and will not create excessive additional demand on public facilities and services.
- (f) The proposed use is consistent with the intent and purposes of the R-2 zoning district, the Zoning Ordinance and other applicable ordinances and statutes, including provisions governing non-conforming lots.

3. ***Terms and Conditions Applying to the Special Land Use.*** A special land use for a public library is granted only upon full and timely compliance with the following terms and conditions:


- (a) The Township library shall be designed, constructed and installed in accordance with all applicable setback, lot area, lot width and minimum floor and height requirements contained in the R-2 zoning district; provided, however, the setback on the north side of the building shall be no less than 28 feet. The Planning Commission has made the finding that, although less than 50 feet, this reduced setback will be sufficient and is necessary in light of the wetland encroachment upon the building site. This finding is contingent upon amendment of the zoning ordinance so as to permit a variation in the required setback by the Planning Commission. The Planning Commission has made such findings contingent upon this ordinance amendment becoming effective on or before December 31, 2009. If both the ordinance amendment regarding Section 13.3(a)(1), and the ordinance amendment rezoning the Property to the R-2 District, do not become effective on or before December 31, 2009, this resolution approving special land use shall be nullified and the Applicant shall be required to seek additional Village approval prior to commencing construction for this project.
- (b) The Applicant shall comply with all Kent County Health Department requirements for the provision of safe and adequate water supply and sewage disposal facilities on the premises.
- (c) All driveway connections to 92nd Street shall be reviewed and approved by the Village Building Inspector.

- (d) Approval of this special land use is subject to satisfaction of the six listed recommendations and requirements contained in the November 13, 2009 Village Planner report, including requirements pertaining to Village Engineer approval as to the storm water management, Township Fire Department approval with respect to traffic circulation, the addition to the site plan of information showing the location and details with respect to electric, gas and cable lines and facilities, the widening of the driveway to 30 feet so as to permit parallel parking, the amendment of landscaping plans to eliminate conflicts with the fire hydrants and with future street extensions that may occur, and the amendment of the maximum height of the light fixtures to indicate that the light fixtures shall be no more than 20 feet and that the fixtures shall be fully shielded. A revised lighting plan shall be submitted to the Village Planner for approval. Also, the Village Engineer and the Township Fire Department shall be provided with information regarding the adequacy of the proposed 8-inch water line, with consideration given to whether it would be appropriate to increase the size of the water line to 12 inches.

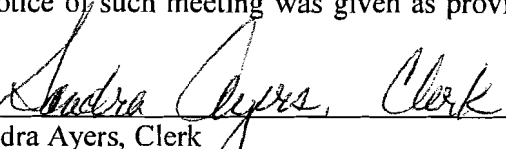
AYES: Members: Erskine, Hahn, Mulvihill, Mitchell

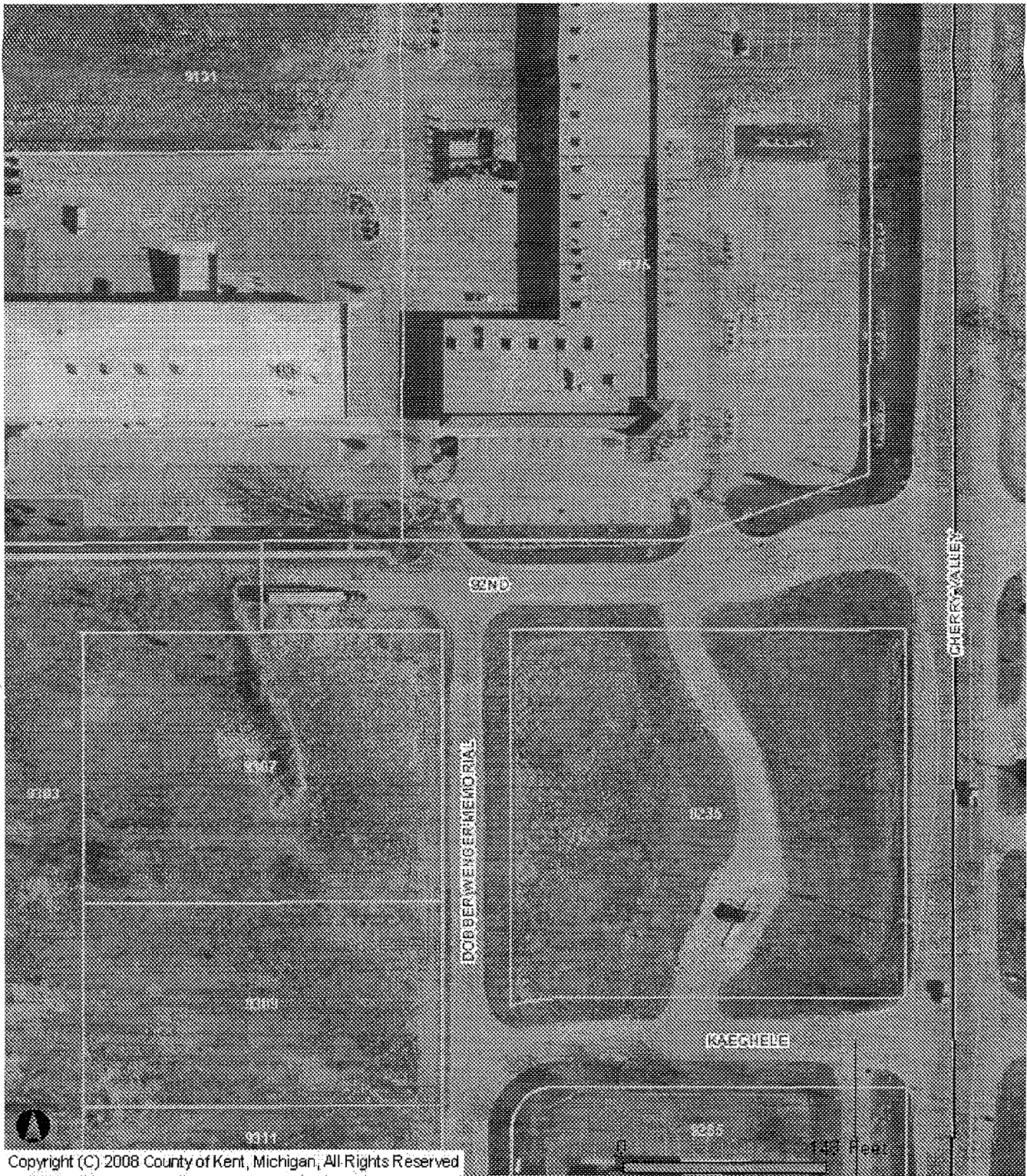
NAYS: Members: 

RESOLUTION DECLARED ADOPTED.


Sandra Ayers, Clerk
Village of Caledonia

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Sandra Ayers, Clerk
Village of Caledonia



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VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 11th day of April, 1994, at 7:00 p.m.

Present: Klaver, Erskine, Soules, Kidder, Audy,
Moerland and BarenCSI

Absent: None

The following resolution was offered by Erskine
and seconded by Moerland.

**Resolution Granting Variance From
Provisions in Village Subdivision Control Ordinance
(Plat of Glen Valley Estates and Glen Valley Business Center)**

WHEREAS, the proprietor of the Plat of Glen Valley Estates and Glen Valley Business Center has requested a variance from the terms of the Village Subdivision Control Ordinance, so as to permit access to and from certain lots via a private street;

WHEREAS, the proposed private street would provide suitable access to Lots 3 and 4 of Glen Valley Business Center, from lands located to the south of the plat;

WHEREAS, the Village Planning Commission has recommended that the requested variance be granted;

NOW THEREFORE IT BE RESOLVED:

1. The Village Council hereby grants a variance from the terms of Section 11.19 of the Village Subdivision Control Ordinance, so as to authorize ingress to and egress from Lots 3 and 4 of Glen Valley Business Center, by means of a private street located on lands to the south of the plat in the Caledonia Village Centre PUD.

2. This variance is granted upon the following grounds:

a. There are special circumstances affecting these lands in that the proposed private street access for Lots 3 and 4 is the most appropriate means of access for those lots, from the lands to the south and thence to Cherry Valley Avenue.

b. The variance is necessary for the preservation and enjoyment of a substantial property right, on the part of the plat proprietor, so as to enable the proprietor to suitably develop Lots 3 and 4.

c. The granting of the variance will not be detrimental to the public welfare or be injurious to the property in the area of said Lots 3 and 4.

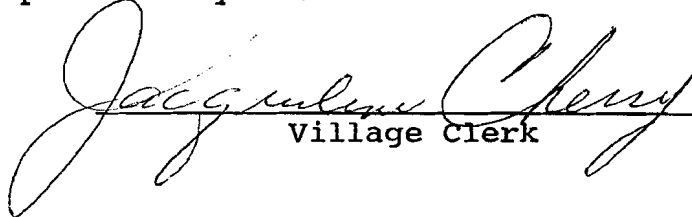
Ayes: All

Nays: None

RESOLUTION DECLARED ADOPTED.


Village Clerk

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

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VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 11th day of April, 1994, at 7:00 p.m.

Present: Klaver, Erskine, Soules, Kidder, Audy, Moerland and Barencsi

Absent: None

The following ordinance was offered by Kidder and supported by Erskine.

ORDINANCE NO. 94-5Z

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment to Caledonia Village Centre Planned Unit Development (private street off Cherry Valley Avenue)]

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of the amending ordinance establishing the Caledonia Village Centre Planned Unit Development (the "Development"), so as to rezone the lands comprising the Development in accordance with the Final Development Plan thereof, as previously amended, and as most recently amended by the revised Development Plan dated January 10, 1994.

Section 2. The description of the lands comprising the Development shall be the total of the land descriptions previously approved by the Village Council for inclusion within the Development. Of the total of such lands within the Development, the following-described lands include the amendments in the Development Plan covered by this ordinance:

That part of the Northeast 1/4 of Section 29, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as beginning at a point on the North line of said Northeast 1/4 which is South 89°48' West 56.87 feet from the Northeast corner of Section 29; thence South 00°18' West 369.01 feet along the West line of Cherry Valley Avenue (M-37); thence South 89°48' West 448.07 feet; thence North 00°00' West 369.00 feet; thence North 89°48' East 450.00 feet along the North line of said Northeast 1/4 to the place of beginning.

Section 3. The Final Development Plan of the Development is hereby amended so as to provide for the construction and use of a private street to serve the Development, commencing at a point on the West line of Cherry Valley Avenue opposite the current terminus of 92nd Street and extending Westerly approximately 500 feet, more or less, and thence Southerly approximately 360 feet, more or less, so as to serve portions of the Development, and the plat of Glen Valley Business Center, located to the north of the Development. The private street is more particularly shown in the revised Plan of the Development dated January 10, 1994.

Section 5. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

Nays:

ED ADOPTED.

Jacqueline Cherry
Village Clerk

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Ida Graham Cherry
Village Clerk



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Glen Valley PUD 2.8.93
Rezone from AG to PUD

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 8th day of February, 1993, at 7:00 p.m.

Present: Erskine, Kegerreis, Kidder, Lectka, Soules, Klaver

Absent: Berencsi

The following ordinance was offered by Soules

and supported by Kegerreis.

ORDINANCE NO. 93-18

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Glen Valley Planned Unit Development]

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to rezone the following described lands from the A Agricultural District to the Planned Unit Development (PUD) District, in accordance with the Final Development Plan of

Glen Valley Planned Unit Development, comprising Glen Valley Business Center and Glen Valley Estates, subject to all of the terms and conditions of this Ordinance:

The South 1/2 of the Southeast 1/4 and the South 1/2 of the North 1/2 of the Southeast 1/4 of Section 20, Town 5 North, Range 10 West, Village of Caledonia, Kent County, Michigan.

In the case of conflicts or discrepancies between any part of the Final Development Plan and the terms of this ordinance, this ordinance shall control.

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) Development Plan. The Development Plan includes the Final Site Plan of the Development dated December 14, 1992, together with other relevant materials submitted by the Applicant in connection with the application for rezoning and the review thereof by the Planning Commission and Village Council.

(2) Nature of Development. The Development is comprised of Glen Valley Business Center and Glen Valley Estates, each of which shall comply with the Michigan Subdivision Control Act and the Village of Caledonia Subdivision Control Ordinance.

Glen Valley Business Center shall be used only for certain commercial purposes, stated more fully below. Glen Valley Estates shall be used only for single family dwellings and such accessory uses as are permitted under the terms of the Village Zoning Ordinance.

(3) Lot Areas; Site Access; Buildings. The boundaries of the Development and all building lots therein shall be as shown in the Development Plan ("the Plan"). Access to the Development shall be from Cherry Valley Avenue as shown in the Plan. The buildings on each lot shall have the front, side and rear yards indicated in the Plan.

(4) Streets and Drives. The driveway for ingress to and egress from the Development, from Cherry Valley Avenue, and the other streets and drives in the Development shall be as shown in the Plan. The streets in the Development will be public streets and will be constructed according to the street construction standards of the Village Subdivision Control Ordinance and the Subdivision Street Standards of the Kent County Road Commission. There shall be no private driveway access to Cherry Valley Avenue.

As noted in the Plan, one of the public streets in the Development, in the residential portion thereof, is proposed to extend in a northwesterly direction to the west boundary of the Development, near the northwest corner thereof. It is understood that the ultimate location of this street, as it extends from a

connecting street within the Development, to the west line of the Development, may be changed, so as to exit the Development at a different location along the west line thereof. In the event of any such proposed change, the same shall first be submitted to the Planning Commission and Village Council, for their consideration and approval, in their discretion. No public hearing for such consideration need be required, except in the discretion of the Planning Commission or Village Council.

(5) Sanitary Sewer Service and Water Supply.

(a) The Development will be served by public sanitary sewer system connected to the existing 12-inch sanitary sewer main. The sanitary sewer system shall be constructed at the expense of the Applicant and shall comply with all requirements of the Village of Caledonia. Final plans of the sewer system shall be approved by the Village's consulting engineers.

(b) The Development is proposed to be served by a community water supply system, to be constructed at the expense of the Applicant, but such system shall be subject to the approval of the Village of Caledonia in the sole discretion of its Village Council, and all other required governmental approvals. This ordinance does not constitute Village approval of such water supply system. The final plans for the water supply system shall be submitted to the Village's consulting engineers for their review

and recommendations. The water supply system shall be a private system, if approved by all governmental authorities having jurisdiction. In its discretion the Village, by its Village Council, may elect, however, to assume ownership and maintenance thereof without cost to the Village, as permitted by law.

(c) So long as the water supply system remains a private system, the maintenance thereof and all expenses relating thereto shall be solely the responsibility of the property owners in the Development, or any association of such owners. No provisions of this ordinance shall be deemed either an approval or a refusal by the Village Council for the Village to undertake the ownership or operation of any such water system in the event of any failure or shortcoming thereof. Any such approval or refusal shall take place by subsequent resolution of the Village Council.

(d) In its discretion, the Village Council may determine to arrange for the future expansion of any such water supply system, so as to serve other parts of the Village, and in that event, the Council will subsequently adopt such resolutions and enter into such agreements as will accomplish such expansion. Such possible expansion of such a water system, to serve other parts of the Village, may involve additional or revised construction of facilities, at the time of the applicant's construction of the proposed water supply system serving the Development, and

should such be the case, the Village Council shall adopt such resolutions or enter into such agreements, with regard to possible future expansion, at such time as will permit the applicant to proceed on a reasonable schedule with its proposed construction, if the proposed private water supply system receives the necessary governmental approvals.

(6) Surface Water Drainage. Surface water accumulated in the Development will drain to the existing north-south drain. Any increased run-off of surface waters as a result of the construction and use of the Development shall be accommodated by the detention pond shown in the Plan. It is the intention of this Ordinance that the detention pond as ultimately planned and constructed will be adequate for surface water run-off purposes. Final plans of the surface water drainage system, including the detention pond, shall be submitted to the Village's consulting engineers for approval in their professional judgment. The final plans of the system shall also be subject to approval of the Kent County Drain Commissioner. The maintenance of and improvements in the detention pond shall be accomplished by the County Drain Commissioner, through assessment of the property owners or other lawful means, or the same shall be accomplished by the owners of lands in the Development, through an association of such owners or other lawful means. Written arrangements for the continued main-

tenance and any necessary improvement of the detention pond and other features of the surface water drainage system shall be submitted by the Applicant for approval by the Planning Commission.

(7) Existing Sewer Main Easement. As shown on the Plan, there is an existing easement for Village sanitary sewer main, within the Development, and a public sewer main located within the easement. The rights of the public under the terms of such easement and the continued use thereof shall always be maintained, and no provision of this ordinance shall be deemed to permit interference therewith. The existing manholes that provide access to the public sewer main are now located below ground level, but the Applicant at his expense shall, during the first phase of the Development, raise up the manholes so that they are at ground level. The surface of the existing sewer main easement may be used as an unpaved path or area for pedestrian traffic.

(8) Landscaping. There shall be shrubbery or other landscaping planted and maintained along the west lines of the westerly lots in Glen Valley Business Center, within the boundaries of such lots, so as to serve as a landscaped screen between such lots and the adjacent residential lots and so as also to serve as a means of preventing wind-blown refuse from reaching the residential lots to the west. Such shrubbery and other landscaping shall comply with Section 9.5(b) of the Zoning Ordinance.

(9) Control of Refuse. The provisions of Section 3.23 of the Zoning Ordinance shall apply with regard to the accumulation of refuse in the Development and the proper collection and removal thereof.

(10) Signage and Outdoor Lighting. There shall be street lighting in the Development. The cost of installation and maintenance thereof shall be at the expense of the Applicant or the lot owners or an association of such owners.

(11) Utilities. Natural gas service, electrical service and telephone service to each of the lots in the Development shall be by means of underground facilities.

(12) Restrictive Covenants. The lands in the Development and the use thereof shall be regulated by means of restrictive covenants prepared and recorded by the Applicant. All of such restrictive covenants shall be submitted to the Planning Commission, for approval in its discretion, prior to recording.

(13) Association of Owners. The restrictive covenants may provide that an association of the owners of lots in the Development may be established, and that certain continuing expenses of maintenance and other matters shall be the responsibility of such association. All of the restrictive covenants or other provisions pertaining to the establishing and operation of such association shall be submitted to the Planning Commission, for

approval in its discretion, prior to the recording or implementation of any such provisions.

(14) Off-Street Parking. The amount and location of off-street parking in Glen Valley Business Center shall comply with the minimum off-street parking requirements of Chapter XVI of the Zoning Ordinance, for each permitted commercial use in the Development.

(15) Other Matters. The General Notes set forth on the Final Development Plan, including that part thereof designated as Glen Valley Business Center and that part thereof designated as Glen Valley Estates, comprise additional terms and conditions of this ordinance, except that General Note No. 16 is deleted, in that the subject matter thereof is covered elsewhere in this ordinance.

(16) Commercial Land Uses. The lots and parcels of land comprising the Glen Valley Business Center portion of the Development may be used for the commercial uses permitted under the terms of Section 12.2 of the Village Zoning Ordinance and may also be used for such of the permitted uses set forth in Sections 9.2 and 10.2 of the Zoning Ordinance, pertaining to the C-1 Neighborhood Business District and the C-2 Highway Business District, respectively, to the extent of those uses listed in such sections which may be included in the permitted uses in the Planned Unit Development District, by subsequent lawful amendment in Chapter XII

of the Village Zoning Ordinance, except that the following uses shall not be permitted: motor vehicle sales; farm machinery and farm implement sales and repair; feed stores; general repair businesses; mobile home sales, travel trailer and camper sales; motor vehicle body shop; recreation equipment and recreational vehicle sales; storage of goods and commodities, including feed and grain, food locker, personal rental space and motor vehicle storage. Upon such amendment, those C-1 and C-2 uses that are specified as permitted uses in the PUD District may be permitted in the Development, to the extent and in accordance with the terms of any such Zoning Ordinance amendment, with the exceptions noted above in this ordinance.

(17) Site Plan Review. Site plan review under the terms of Chapter XIV of the Village Zoning Ordinance shall be required as to each of the lots in the Glen Valley Business Center.

Section 3. The Village Council hereby determines that the Plan complies with the provisions of the Village Zoning Ordinance and promotes its intent and purposes. The Village Council further finds that the Development, upon construction and use in full compliance with all of the terms and provisions of this Ordinance and the Village Zoning Ordinance, will be compatible with adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the Development. The

Village Council further determines that the Development will be consistent with the public health, safety and general welfare. The conditions set forth herein with regard to the Development are determined to be those conditions which are necessary to insure that public services and facilities affected by the Development will be capable of accommodating increased public service demands caused by the Development, to protect the natural environment and to conserve natural resources and energy, to insure compatibility with adjacent land uses and to promote the use of land in a socially and economically desirable manner.

Section 4. The Village may enforce the provisions of this Ordinance and applicable provisions of the Village Zoning Ordinance, Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.


Section 5. The time limitations on the construction of the Development shall be as stated in Section 12.11 of the Village Zoning Ordinance.

Section 6. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

Ayes: All

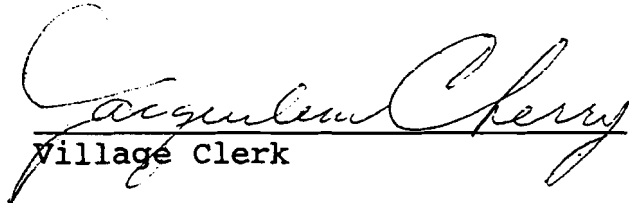
Nays: None

ORDINANCE DECLARED ADOPTED.


Village Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

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VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 11th day of April, 1994, at 7:00 p.m.

Present: Klaver, Erskine, Soules, Kidder,
Audy, Moerland and BarenCSI

Absent: None

The following ordinance was offered by Erskine
and supported by Kidder.

ORDINANCE NO. 94-~~4~~2

AN ORDINANCE to amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 1 in Glen Valley Planned Unit Development]

Section 1. Village of Caledonia Ordinance No. 93-1 Z, establishing the Glen Valley Planned Unit Development, is hereby amended, as stated in this ordinance.

Section 2. Section 1 of Ordinance No. 93-1 Z, the Ordinance establishing the Glen Valley Planned Unit Development, is hereby amended so as to read in its entirety as follows:

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2

thereof, the Zoning Map, so as to rezone the following described lands from the A Agricultural District to the Planned Unit Development (PUD) District, in accordance with the revised Final Development Plan of Glen Valley Planned Unit Development, dated February 25, 1994, comprising Glen Valley Business Center and Glen Valley Estates, subject to all of the terms and conditions of this ordinance:

The South 1/2 of the Southeast 1/4 and the South 1/2 of the North 1/2 of the Southeast 1/4 of Section 20, Town 5 North, Range 10 West, Village of Caledonia, Kent County, Michigan.

In the case of conflicts or discrepancies between any part of the Final Development Plan and the terms of this ordinance, this ordinance shall control.

Section 3. Section 2(4) of said Ordinance is hereby amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1), (2) and (3) [No change]

(4) Streets and Drives. The driveway for ingress to and egress from the Development, from Cherry Valley Avenue, and the other streets and drives in the Development shall be as shown in the Plan. The streets in the Development will be public streets (except as stated below in this paragraph) and will be constructed according to the street construction standards of the Village Subdivision Control Ordinance and the Subdivision Street Standards of the Kent County Road Commission. Lot 3 and Lot 4 of Glen Valley Business Center will have access to lands to the south of the plat by means of a private street located near and along the southerly frontage of said lots. Such private street access to Lots 3 and 4 is hereby approved as a part of the development, as shown in the plan. No other lands in the Development shall have private driveway access directly to Cherry Valley Avenue.

As noted in the Plan, one of the public streets in the Development, in the residential portion thereof, is proposed to extend in a northwesterly direction to the west boundary of the Development, near the northwest corner thereof. It is understood that the ultimate location of this street, as it extends from a connecting street within the Development, to the west line of the Development, may be

changed, so as to exit the Development at a different location along the west line thereof. In the event of any such proposed change, the same shall first be submitted to the Planning Commission and Village Council, for their consideration and approval, in their discretion. No public hearing for such consideration need be required, except in the discretion of the Planning Commission or Village Council.

The location of South Rodgers Court shall be revised as shown on the Revised Final Plan of the Development dated February 25, 1994. The walkway in the Development and other streets and drives therein shall be as shown in said revised plan.

(5) - (17) [No change]

Section 4. This ordinance amends the Glen Valley Planned Unit Development Ordinance only as stated herein. All other provisions in Ordinance No. 93 12 remain as stated therein, except as amended by this ordinance. *redundant*

Section 5. Paragraph 16 of the General Notes set forth on the Plan dated February 25, 1994, is hereby deleted. The applicant shall prepare a revised Plan that does not include this paragraph.

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of
the Village of Caledonia, held at the Township and Village Hall,
250 South Maple Street, Caledonia, Michigan, on the 13th day of

June, 1994, at 7:00 p.m.

Present: Andy, Benussi, Eskine, Kiddle, Moerland

Absent: Seubert, Klawer

The following ordinance was offered by Eskine

and supported by Moerland.

ORDINANCE NO. 94-7Z

**AN ORDINANCE to amend the Zoning Ordinance of the
Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 1 in Glen Valley Planned Unit Development]

Section 1. The Village of Caledonia Ordinance No. 93-
7Z, establishing the Glen Valley Planned Unit Development, as
amended, is hereby further amended as stated in this Ordinance.
The Village Council hereby determines that the matters concerned in
this amendment are in the nature of inconsequential clarifications
of language, and do not involve substantive matters which require
Planning Commission review or additional public hearing.

Section 2. Section 2(4) of said Ordinance is hereby amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1), (2) and (3) [No change]

(4) Streets and Drives. The driveway for ingress to and egress from the Development, from Cherry Valley Avenue, and the other streets and drives in the Development shall be as shown in the Plan. The streets in the Development will be public streets (except as stated below in this paragraph) and will be constructed according to the street construction standards of the Village Subdivision Control Ordinance and the Subdivision Street Standards of the Kent County Road Commission. Lot 3 and Lot 4 of Glen Valley Business Center will have access to Cherry Valley Avenue and lands to the south by means of an easement for private street located near and along the southerly frontage of said lots. Such access to Lots 3 and 4 (by easement for private street) is hereby approved as a part of the development, as shown in the plan.

No other lands in the Development shall have private driveway access directly to Cherry Valley Avenue.

As noted in the Plan, one of the public streets in the Development, in the residential portion thereof, is proposed to extend in a northwesterly direction to the west boundary of the Development, near the northwest corner thereof. It is understood that the ultimate location of this street, as it extends from a connecting street within the Development, to the west line of the Development, may be changed, so as to exit the Development at a different location along the west line thereof. In the event of any such proposed change, the same shall first be submitted to the Planning Commission and Village Council, for their consideration and approval, in their discretion. No public hearing for such consideration need be required, except in the discretion of the Planning Commission or Village Council.

The location of South Rodgers Court shall be revised as shown on the Revised Final Plan of the Development dated February 25, 1994. The walkway in the Development and other streets and drives therein shall be as shown in said revised plan.

(5) - (17) [No change]

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 10th day of April, 1995, at 7:00 p.m.

PRESENT: Soules, Erskine, Kidder, Audy, Robertson and Berencsi

ABSENT: Klaver

The following ordinance was offered by Erskine and supported by Kidder.

ORDINANCE NO. 95-1Z

An Ordinance to Amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 2 in Glen Valley Planned Unit Development]

Section 1. Village of Caledonia Ordinances Nos. 93-1Z and 94-6Z, establishing and amending the Glen Valley Planned Unit Development, are further amended as stated in this ordinance.

Section 2. Section 2(16) of said Ordinance No. 93-1Z, as previously amended by Ordinance No. 94-6Z, is hereby further amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) through (9) [No change]

(10) Signage and Outdoor Lighting. There shall be street lighting in the Development. The cost of installation and maintenance thereof shall be at the expense of the applicant or the lot owners, or an association of such owners. A sign identifying the Development, of approximately 3 feet by 12 feet in size and of a design as shown on Exhibit A hereto, may be located in the median at the entrance to the Development, approximately 7 to 10 feet from the east curb thereof. The sign may be illuminated by ground lighting, if all lighting is shielded in such a manner as to direct the light toward the sign. Flashing or blinking lights shall not be permitted. Appropriate landscaping shall be provided around the base of the sign.

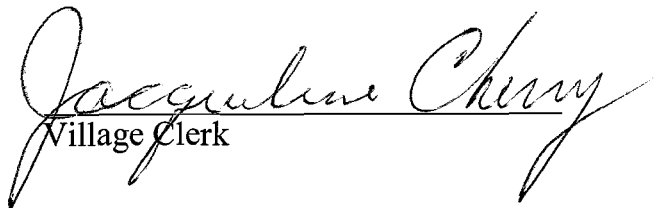
(11) - (17) [No change]

Section 3. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

AYES: Soules, Erskine, Kidder, Audy, Robertson and Berencsi

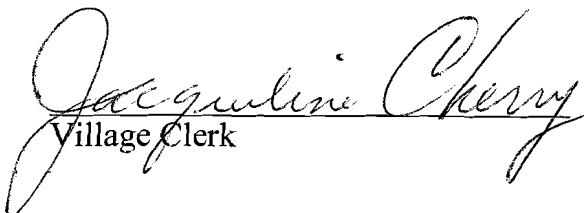
NAYS: None

ORDINANCE DECLARED ADOPTED.


Village Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

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5 ft. x 12 ft. Sign Face
Designed for First Real Estate c/o Jerry Baker
Designed by Jack Brown / March 10, 1995
Scale 3/4 in. = 1 ft.

VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 8th day of May, 1995, at 7:00 p.m.

PRESENT:

Andy Berens, Erskine Kidder, Robertson
Soules, Klevor

ABSENT:

none
The following ordinance was offered by Soules and supported by

Robertson.

ORDINANCE NO. 95-22

An Ordinance to Amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 3 in Glen Valley Planned Unit Development]

Section 1. Village of Caledonia Ordinances Nos. 93-1Z, 94-6Z and 95-1Z, establishing and amending the Glen Valley Planned Unit Development, are further amended as stated in this ordinance.

Section 2. Section 2(10) of said Ordinance No. 93-1Z is hereby further amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) through (9) [No change]

(10) Signage and Outdoor Lighting.

(a) There shall be street lighting in the Development. The cost of installation and maintenance thereof shall be at the expense of the applicant or the lot owners, or an association of such owners.

(b) A sign identifying the Development, of approximately 3 feet by 12 feet in size and of a design as shown on Exhibit A hereto, may be located in the median at the entrance to the Development, approximately 7 to 10 feet from the east curb thereof. The sign may be illuminated by ground lighting, if all lighting is shielded in such a manner as to direct the light toward the sign. Flashing or blinking lights shall not be permitted. Appropriate landscaping shall be provided around the base of the sign.

(c) A pylon sign for Lot 4 of the Development may be located as shown on the site plan entitled "Site Plan - Lot 4 - Glen Valley Business Center", dated April 20, 1995, revised May 2, 1995. The height of the sign shall not exceed 30 feet, and the display area of the sign shall not exceed 220 square feet per side, including the electronic display area. A 4 foot by 12 foot electronic display area with changeable messages may be included in the sign, but shall not use flashing or rapidly oscillating or moving lights. The sign may identify the several individual tenants of Lot 4 of the Development. The sign shall be of a design substantially identical to that shown on Exhibit A hereto, except that the sign dimensions of this ordinance

shall control those shown on the drawing. If lighted, the sign shall be internally illuminated.

(d) Each separate tenant space in Lot 4 of the Development may have a wall-mounted sign, positioned flat against the face of the building above each storefront. The sign shall be not more than 18 inches in height by 16 feet in length. If lighted, the sign shall be internally illuminated.

(11) - (17) [No change]

Section 3. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

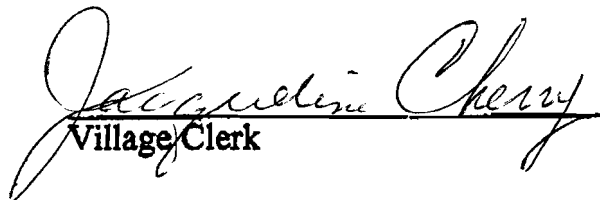
AYES:

All.

NAYS:

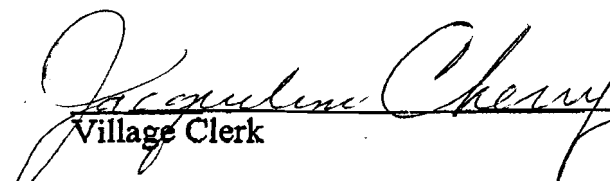
None

ORDINANCE DECLARED ADOPTED.


Village Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

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VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 10th day of March, 1997, at 7:00 p.m.

PRESENT: Members Erskine, Robertson, Kidder, Berencsi, Audy

ABSENT: Members Klaver, Soules

The following ordinance was offered by Member Berencsi and seconded by Member Erskine.

ORDINANCE NO. 97-__Z

**An Ordinance to Amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 4 in Glen Valley Planned Unit Development]

Section 1. Village of Caledonia Ordinances Nos. 93-1Z, 94-6Z, 95-1Z and 95-2Z, establishing and amending the Glen Valley Planned Unit Development, are further amended as stated in this ordinance.

Section 2. Section 2(3) of said Ordinance No. 93-1Z is hereby amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) and (2) [no change]

(3) Lot Areas; Site Access; Buildings. The boundaries of the Development and all building lots therein shall be as shown in the Development Plan ("the Plan"), as amended in accordance with Amendment No. 1 (Ordinance No. 94-6Z), Amendment No. 2 (Ordinance No. 95-1Z) and this amendment in the Glen Valley Planned Unit Development. In this regard, that part of the Planned Unit Development comprising the lands bounded on the East by Cherry Valley Avenue, on the South by Glengarry Drive, and on the North and West by North Rogers Drive (formerly known as North Rogers Court) may be divided and developed as three lots instead of two lots. The area of each of the three lots shall be subject to the approval of the Planning Commission. The applicant shall prepare a revised Development Plan, so as to indicate the three lots located as stated above. Access to the Development shall be from Cherry Valley Avenue as shown in the Plan. The buildings on each lot shall have the front, side and rear yards indicated in the Plan.

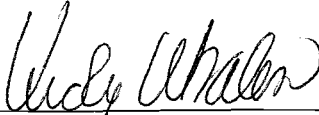
(4) through (17) [no change]

Section 3. This ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

YEAS: Members Erskine, Robertson, Kidder, Berencsi, Audy


NAYS: Members _____

ORDINANCE DECLARED ADOPTED.



Vicky Whalen, Clerk
Village of Caledonia

I hereby certify that the foregoing is a true and complete copy of Ordinance adopted by the Village Council of the Village of Caledonia, at a meeting held on the date stated above. I further certify that public notice of such meeting was given as provided by law.



Vicky Whalen, Clerk
Village of Caledonia

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2/17/97

*As recommended by the Planning
Commission at its July 18, 2000 meeting*

**VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN**

Minutes of a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 9 day of October, 2000, at 7:30 p.m.

PRESENT: Members: Unger, Audrey, Penfold, Oaks, Humphrey & Euskin

ABSENT: Members: Zandstra

The following ordinance was offered by Member Audrey and supported by Member Oaks.

ORDINANCE NO. 00-29Z

An Ordinance to Amend the Zoning Ordinance of the Village of Caledonia

THE VILLAGE OF CALEDONIA ORDAINS:

[Amendment No. 5 in Glen Valley Planned Unit Development]

Section 1. Village of Caledonia Ordinances Nos. 93-1Z, 94-6Z, 95-1Z and 97-__Z, establishing and amending the Glen Valley Planned Unit Development, are further amended as stated in this Ordinance.

Section 2. Section 2(10) of said Ordinance No. 93-1Z is hereby further amended so as to read in its entirety as follows:

Section 2. The rezoning of the above-described lands to the Planned Unit Development District, in accordance with the revised Final Development Plan of Glen Valley Planned Unit Development ("the Development") is expressly subject to all of the following terms and conditions:

(1) - (2) [No change]

(3) Lot Areas; Site Access; Buildings. The boundaries of the Development and all building lots therein shall be as shown in the revised Final Development Plan ("the Plan"), subject to the provisions of Section 2(4) herein. Access to the Development shall be as shown in the revised Final Development Plan. The buildings on each lot shall have the front, side and rear yards indicated in the revised Plan.

(4) Streets and Drives. The driveway for ingress to and egress from the Development, from Cherry Valley Avenue, and the other streets and drives in the Development shall be as shown in the Plan. The streets in the Development will be public streets and will be constructed according to the street construction standards of the Village Subdivision Control Ordinance and the Subdivision Street Standards of the Kent County Road Commission. There shall be no private driveway access to Cherry Valley Avenue.

As noted in the Plan, one of the public streets in the Development, in the residential portion thereof, is proposed to extend in a northwesterly direction to the west boundary of the Development, near the northwest corner thereof. It is understood that the ultimate location of this street, as it extends from a connecting street within the Development, to the west line of the Development, may be changed, so as to exit the Development at a different location along the west line thereof. In the event of any such proposed change, the same shall first be submitted to the Planning Commission and Village Council, for their consideration and approval, in their discretion. No public hearing for such consideration need be required, except in the discretion of the Planning Commission or Village Council.

South Rodgers Court shall be extended south to 92nd Street/Lake Emmons Drive (Private) by a public street being located on an easement which is 30 feet in width, as shown in the revised Final Development Plan. The setbacks, parking and driveway arrangements for Lots 3 and 4 shall be as shown on the revised Plan. As to Lots 2 and 5 and also as to any building expansions or site modifications, other than minor modifications, to the current configuration of Lots 3 and 4, a parking lot and building setback of 10 feet shall be established along each side of the extended portion of the public street and access to parking and loading spaces shall be only by defined driveway openings. Direct loading and access to parking and loading spaces in such areas is prohibited. The paved width of South Rodgers Court shall be the maximum possible paved width that can be accommodated within the width of the street easement, and the Final Development Plan shall, if necessary, be revised to accurately show such maximum paved width.

The general notes contained on the revised Final Development Plan shall be amended to conform to this Ordinance.

(5) - (17) [No change]

Section 3. This Ordinance shall become effective upon its publication or upon publication of a summary of its provisions in a local newspaper of general circulation.

YEAS: Unger, Andy Penfold Oak Humphrey

NAYS: Eusline

ORDINANCE DECLARED ADOPTED.

Aimee M. Brumlow
Village Clerk

I hereby certify that the foregoing is a true and complete copy of Ordinance adopted by the Village Council of the Village of Caledonia, at a meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Aimee M. Brumlow
Village Clerk

R0032

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 13 day of November, 2000, at 7:00 p.m.

PRESENT:

Zambora, Unger, Cusack, Humphrey, Penfield, Oask

ABSENT:

Erskine

The following resolution was offered by Cusack and seconded by Unger.

**Resolution to Approve And Execute
Roadway Agreement Pertaining to
South Rodgers Court Extension**

WHEREAS, Glen Valley, L.L.C. has agreed to install and construct a paved easement according to the specifications of the Village, modified to permit an easement which is to be 30 feet in width, extending South from the existing South Rodgers Court; and

WHEREAS, Glen Valley, L.L.C. and the Village of Caledonia have prepared a Roadway Agreement, which provides for the construction of a paved easement and provides that Glen Valley, L.L.C. shall be responsible for the costs of construction of the easement except for the incremental costs necessitated by the increase in asphalt and gravel base according to Village specifications, which incremental costs shall be the responsibility of the Village; and

WHEREAS, said Roadway Agreement provides, among other matters, that upon completion of the paved easement and after receipt of an executed Easement Agreement and receipt of certain evidence regarding title to the easement property and the authority of Glen Valley, L.L.C. to convey the easement, the Village will accept the easement as a public street.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. **Roadway Agreement.** The Village Council hereby accepts the Roadway Agreement and authorizes the Village President and Village Clerk to execute and enter into the Roadway Agreement in behalf of the Village, and if necessary, to make any minor modifications to the Agreement as may be necessary to allow completion of the proposed easement.

2. **Acceptance of road as a public street.** The Village agrees to accept the Easement Agreement and hereby accepts the easement as a public street, provided, this acceptance shall be effective only upon certification that (1) construction and installation of the street has been completed and approved, (2) the Village has received the executed Easement Agreement and (3) the Village has received sufficient title insurance commitment or other evidence establishing that Glen Valley, L.L.C. is the rightful owner of the easement property and that it has authority to convey the easement to the Village. The Village President and Village Clerk, in consultation with the Village Engineer and Village Attorney, shall certify that these conditions have been satisfied.

3. **Recording of Easement Agreement.** Once it has been certified that the foregoing conditions have been satisfied, the Village Clerk is hereby authorized and directed to arrange for the recording of the Easement Agreement in the records of the office of the Kent County Register of Deeds.

AYES: 6


NAYS: -

ABSENT: 1

RESOLUTION DECLARED ADOPTED.


Aimee Brumleve, Village Clerk

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Aimee Brumleve, Village Clerk

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32
LIBER 6039 PG 949
STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2002 MAY 15 AM 11:05

Mary Holmquist
REG. OF DEEDS

ROADWAY AGREEMENT

This is an Agreement between Glen Valley, L.L.C., a Michigan limited liability company, of 4595 Broadmoor Avenue, S.E., Grand Rapids, Michigan 49512 (the "Owner"), and the Village of Caledonia, a Michigan general law village, of 250 S. Maple Street, Caledonia, Michigan 49316 ("the Village") concerning the installation, operation, maintenance and other matters pertaining to a public street which is to be established pursuant to the Easement Agreement attached as Exhibit A hereto.

WHEREAS, Glen Valley, L.L.C. desires to execute the attached Easement Agreement and establish the street identified therein, sometimes referred to as the South Rodgers Court extension, as a public street; and

WHEREAS, the Owner has the authority to grant such an easement; and

WHEREAS, the Owner has agreed to install an easement according to the specifications of the Village, modified to permit an easement which is to be only 30 feet in width; and

WHEREAS, the Owner has agreed to pay the entire cost of building the street extension except that it has agreed to pay only the cost of building a street extension with a subbase of 6 inches of gravel and 2-½ inches of asphalt, but the Village has agreed to pay such additional costs as are required to increase the base to an 8-inch gravel base and a 3-inch asphalt surface (or, as to such areas where asphalt is already in place, to the reasonable equivalent of a 3-inch asphalt and 8-inch gravel base); and

WHEREAS, once the street is completed, it will be conveyed to the Village pursuant to the attached Easement Agreement and the Village agrees to then accept the easement as a public street, subject to such burdens and obligations as are normally associated with a public street, including maintenance thereof.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Owner hereby agrees to construct the street described above, also known as the South Rodgers Court extension, according to the specifications of the Village, at its sole cost and expense, except, however, the Village agrees to pay for the incremental additional cost necessitated by the increase in the asphalt and gravel base referred to above. Upon construction and installation of the street and all associated curbing, signage and drains, according to the Village's specifications, the Owner shall execute the attached Easement Agreement, thereby conveying to the Village the easement and enabling the creation of a public street over the South Rodgers Court extension.

The Village, for its part, agrees upon completion of the street and after receipt of the executed Easement Agreement, to accept the street as a public street and to fulfill all obligations and responsibilities normally associated with a dedicated Village street.

Further, prior to the acceptance of the Easement Agreement, the Owner shall provide the Village with sufficient evidence, by title insurance commitment or other means, that it is the rightful owner of the easement property and that it has the authority to convey the foregoing easement to the Village.

The Owner agrees that the construction of the proposed public street will commence on or about 5-1-2001, 2000 and will be completed on or about the 1 day of Oct, 2001.

In witness whereof, the parties execute this Agreement as of the 3rd day of November, 2000.

WITNESSES:

Robert D. Huisjen
Carrie L. Jones

GLEN VALLEY, L.L.C.,
a Michigan limited liability company

By: Jerry Baker
Jerry Baker, Member

VILLAGE OF CALEDONIA,
a Michigan general law village

By: Daryl Penfold
Daryl Penfold, President

By: Aimee Brumleve
Aimee Brumleve, Clerk

This instrument is exempt from transfer tax by virtue of MCLA 207.505(f) and MCLA 207.526(f). Further, pursuant to MCLA 211.135 a tax certificate is not required for this instrument.

Prepared by and after recorded return to: Mark A. Van Allsburg, Mika, Meyers, Beckett & Jones, P.L.C., 200 Ottawa, N.W.
Grand Rapids, MI 49503

EASEMENT AGREEMENT

Glen Valley, L.L.C., a Michigan limited liability company, whose address is 4595 Broadmoor Avenue, S.E., Grand Rapids, Michigan 49512 (the Owner"), for valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Village of Caledonia, a Michigan general law village, whose address is 250 S. Maple Street, Caledonia, Michigan 49316 (the "Village"), the right and easement to conduct surveys and soil borings, install, construct, inspect, operate, maintain, repair, alter, reconstruct and replace a street and roadway, sanitary sewer, storm sewer, water facilities and other related improvements on, over and through the following described property (the "Property") located in the Village of Caledonia, Kent County, Michigan:

That part of Lots 2, 3, 4 and 5, Glen Valley Business Center, a recorded plat, being part of the SE 1/4, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the SW corner of said Lot 4; thence N86°59'34"E 19.50 feet along the South line of said Lot 4 to the PLACE OF BEGINNING of the centerline of a 30.00 foot wide strip of land; thence N27°37'38"W 53.02 feet to a point which is 3.00 feet Westerly of the East line of said Lot 3; thence N02°31'04"W 446.21 feet parallel with, and 3.00 feet perpendicular from, the East line of said Lots 2 and 3 to the South line of South Rodgers Court and the place of ending of the centerline of said 30.00 foot wide strip of land

The easements located on the Property shall consist of a utility easement, a public street right-of-way and a storm sewer easement. Additionally, during such times as it is needed, a temporary workspace easement shall be allowed on a reasonable space on either side of the Property to allow the installation, construction, repair, maintenance, alteration or other use of the easement as contemplated above. Further, the Village is granted an easement to pile or deposit snow and ice removed from the Property onto the lands adjacent to the Property, at a location or locations convenient for the Village.

No trees, shrubbery, buildings, structures or other landscaping or construction of any kind or nature will be placed upon, over or under the above-described Property without the prior written consent of the Village. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the easement rights. However, the release contained herein shall not apply to claims or damages arising as a result of the intentional acts or negligence of the Village.

This agreement is subject to a separate Roadway Agreement by and between the Owner and the Village regarding construction, operation and maintenance of a road pursuant to this Easement Agreement.

This agreement shall be binding on and for the benefit of the parties hereto, their successors and assigns.

Executed on this 3rd day of November, 2000.

Robert D. Huisjen

Carrie L. Jones

STATE OF Michigan)

) ss.

COUNTY OF Kent)

GLEN VALLEY, L.L.C.,
a Michigan limited liability company

By: Jerry Baker
Jerry Baker, its Member

The foregoing instrument was acknowledged before me this 3rd day of November, 2000, by Jerry Baker, member of Glen Valley, L.L.C., for the company.

Robert D. Huisjen
Notary Public, Grand Rapids, MI
My Commission Expires: July 9, 2002

This instrument is exempt from transfer tax by virtue of MCLA 207.505(f) and MCLA 207.526(f). Further, pursuant to MCLA 207.135 a tax certificate is not required for this instrument.

Prepared by and after recorded return to: Mark A. Van Allsburg, Mika, Meyers, Beckett & Jones, P.L.C., 200 Ottawa, N.W.
Grand Rapids, MI 49503, (616) 459-3200

Glen Valley, L.L.C., a Michigan limited liability company, whose address is 4595 Broadmoor Avenue, S.E., Grand Rapids, Michigan 49512 (the Owner"), for valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to the Village of Caledonia, a Michigan general law village, whose address is 250 S. Maple Street, Caledonia, Michigan 49316 (the "Village"), the right and easement to conduct surveys and soil borings, install, construct, inspect, operate, maintain, repair, alter, reconstruct and replace a street and roadway, sanitary sewer, storm sewer, water facilities and other related improvements on, over and through the following described property (the "Property") located in the Village of Caledonia, Kent County, Michigan:

That part of Lots 2, 3, 4 and 5, Glen Valley Business Center, a recorded plat, being part of the SE 1/4, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, described as: Commencing at the SW corner of said Lot 4; thence N86°59'34"E 19.50 feet along the South line of said Lot 4 to the PLACE OF BEGINNING of the centerline of a 30.00 foot wide strip of land; thence N27°37'38"W 53.02 feet to a point which is 3.00 feet Westerly of the East line of said Lot 3; thence N02°31'04"W 446.21 feet parallel with, and 3.00 feet perpendicular from, the East line of said Lots 2 and 3 to the South line of South Rodgers Court and the place of ending of the centerline of said 30.00 foot wide strip of land

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This agreement is subject to a separate Roadway Agreement by and between the Owner and the Village regarding construction, operation and maintenance of a road pursuant to this Easement Agreement.

This agreement shall be binding on and for the benefit of the parties hereto, their successors and assigns.

Executed on this 3rd day of November, 2000.

Robert D. Huisjen

Carrie L. Jones

STATE OF Michigan)

) ss.

COUNTY OF Kent)

GLEN VALLEY, L.L.C.,
a Michigan limited liability company

By: Jerry Baker
Jerry Baker, its Member

The foregoing instrument was acknowledged before me this 3rd day of November, 2000, by
Jerry Baker, member of Glen Valley, L.L.C., for the company

Robert D. Huisjen
Notary Public, Grand Rapids, MI
My Commission Expires: July 9, 2002

This instrument is exempt from transfer tax by virtue of MCLA 207.505(f) and MCLA 207.526(f). Further, pursuant to MCLA 211.135 a tax certificate is not required for this instrument.

pared by and after recorded return to: Mark A. Van Allsburg, Mika, Meyers, Beckett & Jones, P.L.C., 200 Ottawa, N.W.
Grand Rapids, MI 49503, (616) 459-3200

Summary of Glen Valley PUD Ordinance Amendments

ORIGINAL GLEN VALLEY PUD – February 8, 2004. As originally approved in February, 1993 the PUD contained two major parts, *Glen Valley Business and Center Glen Valley Estates*:

Glen Valley Business Center. It originally consisted of 12 commercial lots. There are now 13 (see amendment #4).

- The business center lots were only to have access from Glengarry Drive and North Rodgers Drive and South Rodgers Drive. North Rodgers Drive extends north off Glengarry and then turns east to connect back to Cherry Valley. South Rodgers Drive was to extend south from Glengarry and was to veer east back to Cherry Valley, similar to North Rodgers Dr, giving the development three access points to Cherry Valley.
- Direct access to Cherry Valley by individual commercial lots via individual private drives was prohibited. A connection to Emmons Lake Drive (92nd Street) was not permitted since at the time it was a private road whose owners were not willing to participate in the development to the north.

Glen Valley Estates. It consisted of 235 residential lots.

- The sewer trunk line easement next to the county drain was originally identified as the location for the future walkway (see Amendment #1).
- A future street extension to the northwest into land now owned by the school was shown and it was anticipated that an extension to Kraft Ave. would ultimately be created. Wording in the ordinance allowed the exact location to be determined at a later date. This was not a “must build” and the idea was later squelched by resident and school opposition. Glen Valley Estates #5 as now developed makes no allowance for the extension that was originally planned.

AMENDMENT #1 (94-7Z) GLEN VALLEY PUD - June 13, 1994

- This amendment responded to the decision by MDOT not to allow South Rodgers Drive to extend back out to Cherry Valley. This forced the developer and village to shorten the street so that it ended as a cul-de-sac approximately 300 feet south of Glengarry Blvd. Only Lots 1, 2, 5 and 6 were given access to South Rodgers Court (no longer a Drive).
- Only Lots 3 and 4 were allowed access to Emmons Lake Drive (92nd Street). No other provisions were made at this point to connect the business park to Caledonia Village Center and the cross flow of traffic was actually discouraged since Emmons Lake (92nd St.) and the other streets in the Village Center PUD remained private.
- A corresponding amendment to the Caledonia Village Center PUD was also made at that time that allowing lots 3 and 4 of the Glen Valley Business Park to gain access via Emmons Lake Dr.
- The walkway originally shown along Lots 18-32 of Glen Valley Estates was moved to between Lots 15 and 16.

- Lots 7 and 8 were also added to the first phase of the business park's development.

AMENDMENT # 2 (95-1Z) GLEN VALLEY PUD– April 1995

- This amendment specifically authorized the installation of the “Glen Valley Estates” subdivision identification sign located at the entrance of Glengarry Blvd.

AMENDMENT #3 (95-2Z) GLEN VALLEY PUD– May 1995

- The amendment authorized the installation of the large pylon on Lot 4. The multi-tenant display serves the business located on Lots 4, 5 and 6 in the strip mall.
- It also established the allowable size of tenant space wall signs for the building on Lot 4.

AMENDMENT #4 (97- ____Z) GLEN VALLEY PUD– March 10, 1997

- The PUD plan originally allowed only two lots between Glengarry and the east/west portion of North Rodger Drive. This amendment allowed the reconfiguration of those two lots into three lots.

AMENDMENT #5 (00-29Z) GLEN VALLEY PUD– July 2000

- This amendment allowed the extension of South Rodgers Court (from the cul-de-sac) to 92nd Street/Lake Emmons Drive and established the setbacks and street design for the extension.

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

DECLARATION OF
BUILDING AND USE RESTRICTIONS FOR
GLEN VALLEY BUSINESS CENTER,
VILLAGE OF CALEDONIA, KENT COUNTY, MICHIGAN

94 DEC 12 PM 12:59

REG. OF DEEDS

PREAMBLE

GLEN VALLEY, L.L.C., a Michigan limited liability company, of 4595 Broadmoor, S.E., Suite 100, Grand Rapids, Michigan 49512 and AMERIBANK, F.S.B., a federal savings bank, of 190 Monroe, N.W., Grand Rapids, Michigan 49503 are the Owner and the Mortgagee, respectively, of the following described land (the "Plat"):

Lots 1 - 8, inclusive, GLEN VALLEY BUSINESS CENTER, Section 20, Town 5 North, Range 10 West, Village of Caledonia, Kent County, Michigan, according to the plat thereof.

Owner and Mortgagee desire to impose certain covenants, restrictions and conditions on the Plat for the purpose of insuring the use of the Plat for the purposes for which it is best suited and for the further purpose of preserving and improving the attractive features of the Plat and the community.

Declaration

Owner and Mortgagee hereby impose the following protective covenants, restrictions and conditions upon the use of all lots in the Plat, which protective covenants, restrictions and conditions shall run with the land and be binding on the Owner and all persons claiming under it for the period of time as set forth below.

1. (ARCHITECTURAL CONTROL) An Architectural Control Committee for Glen Valley Business Center is hereby established by the Owner to be composed of Jerry Baker and Clarice Baker or their personal representatives, successors, assigns or designees (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, mailbox, above ground electrical or utility service, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of

construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

2. (INCORPORATION OF ZONING REQUIREMENTS) Except as expressly provided in this Declaration and to the extent modified by the ACC under Paragraph 1, above, the applicable provisions of the Zoning Ordinance of the Village of Caledonia, as amended from time to time, including, without limitation, all use, parking and setback regulations and the terms and conditions of any Planned Unit Development approvals, are incorporated by reference into this Declaration and shall govern in all respects the use and development of the lots in the Plat.

3. (LANDSCAPING) All yard areas which are not used for parking, drives and sidewalks must be landscaped (including lawns, trees and shrubs), and all lawn areas must be equipped with an underground sprinkling system. All landscaping, including the underground sprinkling system, must be completed within twelve (12) months after the building is completed.

4. (MAINTENANCE) All buildings, parking areas, drives, sidewalks and other improvements to the lots and all lawn areas and landscaping shall be maintained in a good state of maintenance and repaid and kept in a safe, clean and orderly manner and shall comply with all applicable building, zoning, environmental, health and safety laws, ordinances and regulations.

5. (OUTDOOR STORAGE) Outdoor storage of materials is not permitted except in the rear yard when surrounded by a fence or wall which completely screens the material from view from neighboring properties.

6. (NUISANCE) No noxious or offensive activities shall be carried on upon any lot, nor shall any activity be conducted or permitted on any lot which may be or becomes an annoyance or nuisance to other lot owners.

7. (SOIL REMOVAL) All soil to be removed from any lot, either in grading or excavation, shall, if desired by it, become the property of the Owner and, when removed, shall be dumped by the person so removing the soil, at his expense, at such place or

places in the Plat, or on adjacent property owned by the Owner, as Owner shall designate.

8. (SIDEWALKS) The construction of sidewalks along North Rodgers Drive, South Rodgers Court, the north side of Glengarry Drive west of North Rodgers Drive and the south side of Glengarry Drive West of South Rodgers Court is the responsibility of the lot buyer and must be completed before the building is completed or occupied. Notwithstanding the foregoing, all such sidewalks within Phase 1 (being Lots 1 through 8) shall be completed by January 1, 1998. For lots not sold at that time, the Developer will be responsible for construct the sidewalks.

9. (PRIVATE DRIVE) The owners of Lots 3 and 4 in the Plat shall be responsible for the payment of one-half (1/2) of the costs of maintaining, repairing and replacing the private drive running east and west immediately south of Lots 3 and 4 as well as the extension of such drive to the south. Such amounts shall become due and be paid upon demand by the owners of the property over which the private drive is located.

10. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER)

(a) A storm water drainage district, which includes a number of lots in the Plat, has been established by the Kent County Drain Commissioner. At some point in the future, the lots within the drainage district may become subject to a special assessment for the improvement and maintenance of the drain serving the drainage district. The drainage district boundary is shown on attached Exhibit A.

(b) Some of the lots in the Plat are subject to private easements for drainage, and said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commissioner.

(c) All storm water runoff from the developed areas of each lot (i.e., parking areas and roofs) shall be collected with an on site underground enclosed storm sewer system and directed to the underground storm sewer outlets provided in the Plat.

11. (PROPERTY OWNERS' ASSOCIATION) The Owner has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Estates ("Glen Valley Estates") located immediately adjacent to the Plat. All lot owners in the Plat and Glen Valley Estates shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Owner may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

12. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat and Glen Valley Estates dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Plat, the fence at the rear of Lots 1 through 15 of Glen Valley Estates, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by the Owner except to the extent such authority is delegated to the Association. The Owner and the Association, with the consent of the Owner, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

13. (DUES AND ASSESSMENTS) The Owner and the Association, with the consent of the Owner, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including the Owner) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which the Owner anticipates developing in subsequent phases of the Plat and Glen Valley Estates (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Plat shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within Glen Valley Estates and outside the boundaries of the Plat. (In addition, the owners of Lots 1 through 15 shall be solely responsible for the costs and expenses of maintaining, repairing and replacing the fence at the rear of Lots 1 through 15 which costs and expenses shall be due and payable as they are incurred.) All such assessments may be levied on such a periodic basis as the Association shall determine and may be based on the Association's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$_____ to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by the Owner and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminated the need for periodic assessments.

14. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by the Association with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or the Owner from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or the Owner may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE OWNER OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after

the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or the Owner may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or the Owner elect to foreclose the lien by advertisement, the Association and/or the Owner shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or the Owner to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

15. (CONNECTION TO PUBLIC WATER SYSTEM). The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

16. (TERM). These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Plat has been recorded, agreeing to change said covenants in whole or in part. However, no changes shall be made to Paragraph 8 of this Declaration without the prior written approval of the Kent County Drain Commissioner.

17. (SCOPE) The terms and conditions of this Declaration shall only apply to the Plat and shall not apply to any land or premises adjacent thereto and owned by the Owner. However, the Owner reserves the right by amendment to this Declaration to include subsequent phases in the Plat under the terms of this Declaration.

18. (ENFORCEMENT) The provisions of this Declaration shall be enforceable only by the Owner, by any owner of any lot in the Plat and any expanded portion or phase of the Plat or by the Association and by their respective successors and assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. (AMENDMENT) This Declaration may be amended by an instrument duly executed by the Owner and not less than two-thirds (2/3) of the then owners of lots in the Plat who are not affiliated with the Owner and shall be effective upon the recording of such instrument with the Kent County Register of Deeds; provided, however, the signature of the Owner shall not be required in the event the Owner no longer owns any lot in the Plat and has assigned or delegated its authority under this Declaration to the Association. The provisions of Paragraph 8 of this Declaration may not, however, be amended without the prior written approval of the Kent County Drain Commissioner.

20. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by the Owner until such time as this authority is turned over to the Association.

21. (SEVERABILITY) The invalidation of any one of the terms, covenants or conditions of this Declaration by judgment or court order shall not in any way affect any of the other terms, covenants or conditions which shall remain in full force and effect.

22. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

Dated this 7th day of December, 1994.

WITNESSES

Mary L. Grasman
Mary L. Grasman
Neil A. Sharpe
Neil A. Sharpe

GLEN VALLEY, I.L.C.
By Jerry Baker
Jerry Baker
Its Member
And By Robert Deppe
Robert Deppe

Its Member

AMERIBANK, F.S.B.

Mary L. Grasman
 Mary L. Grasman

By Lee J. Pankratz
 Lee J. Pankratz
 Its Senior Vice President

Neil A. Sharpe
 Neil A. Sharpe

And By Craig A. Hankinson
 Craig A. Hankinson
 Its Assistant Vice President

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 7th day of December, 1994 by Jerry Baker and Robert Deppe, the Members of Glen Valley, L.L.C., a Michigan limited liability company, on behalf of the company.

Mary L. Grasman
 Mary L. Grasman
 Notary Public, Kent County, MI
 My commission expires: 10/26/96

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 7th day of December, 1994 by Lee J. Pankratz and Craig A. Hankinson, the Senior Vice President and Assistant Vice President, respectively, of Ameribank, F.S.B., a federal savings bank, on behalf of the bank.

Mary L. Grasman
 Mary L. Grasman
 Notary Public, Kent County, MI
 My commission expires: 10/26/96

Drafted By:

Robert W. Scott
 MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
 800 Calder Plaza Building
 Grand Rapids, MI 49503
 616/459-8311

DEVELOPMENTS

PLAT
BOUNDARY
(SOLID LINE)

DRAIN DISTRICT MAP
EXHIBIT "A"

X-74 RUCER 25ME

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1. What is the purpose of this document?
This document is a form for recording the results of a physical examination and laboratory tests performed on a patient. It is used by healthcare providers to document findings and provide a basis for diagnosis and treatment.
2. What information is required to be filled out?
The form requires the following information to be filled out:
 - a. Patient information: Name, age, sex, date of birth, and medical history.
 - b. Examination findings: Results of physical examination, including vital signs, general appearance, and specific organ system findings.
 - c. Laboratory test results: Results of various laboratory tests, including blood and urine tests.
 - d. Physician's notes: A section for the physician to provide a summary of findings, a diagnosis, and a treatment plan.
3. How should the information be recorded?
The information should be recorded in a clear and concise manner, using standard medical terminology. The results of the examination and laboratory tests should be recorded in the designated sections of the form. The physician's notes should be written in a separate section, providing a summary of findings and a plan of action.
4. What are the consequences of not filling out this document correctly?
Failure to fill out this document correctly can result in incomplete medical records, which can lead to misdiagnosis, delayed treatment, and potential legal consequences. It is essential for healthcare providers to complete this form accurately and thoroughly.

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DECLARATION OF BUILDING AND USE RESTRICTIONS FOR
GLEN VALLEY BUSINESS CENTER NO. 2,
VILLAGE OF CALEDONIA, KENT COUNTY, MICHIGAN

PREAMBLE

GLEN VALLEY, L.L.C., a Michigan limited liability company, of 4380 Brockton Dr. SE, Suite 1, Grand Rapids, Michigan 49512 ("Glen Valley"), METROPOLITAN HOSPITAL, a Michigan nonprofit corporation, of 1919 Boston SE, Grand Rapids, Michigan 49506 ("Metropolitan"), GLEN VALLEY HOLDINGS, L.L.C., a Michigan limited liability company, of 600 28th Street SW, Wyoming, Michigan 49509 ("Holdings"), NATIONAL CITY BANK (formerly known as First of America Bank-Michigan, N.A.), of 171 Monroe, N.W., Grand Rapids, MI 49503 ("NCB") and MERCANTILE BANK OF WEST MICHIGAN, an Michigan banking corporation, of 216 North Division, Grand Rapids, MI 49503 ("Mercantile") are all of the owners and mortgagees of the following described land (the "Plat"):

Lots 9-12, inclusive, GLEN VALLEY BUSINESS CENTER NO.2,
Section 20, Town 5 North, Range 10 West, Village of Caledonia,
Kent County, Michigan, as recorded in Liber 106 of Plats, pages 49
and 50, Kent County Records.

(For purposes of this Declaration, Glen Valley, Metropolitan and Holdings are collectively referred to as "Owners" and NCB and Mercantile are collectively referred to as the "Mortgagees".)

Owners and Mortgagees desire to impose certain covenants, restrictions and conditions on the Plat for the purpose of insuring the use of the Plat for the purposes for which it is best suited and for the further purpose of preserving and improving the attractive features of the Plat and the community.

Owners and Mortgagees acknowledge that Glen Valley has previously established Glen Valley Business Center, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 8 ("Glen Valley Business Center"). The recording of the Plat constitutes Phase 2 of the commercial development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Business Center dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 863 through 871, Kent County Records (the "Phase 1 Declaration"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 22, below.)

Declaration

Owners and Mortgagees hereby impose the following protective covenants, restrictions and conditions upon the use of all lots in the Plat, which protective covenants, restrictions and conditions shall run with the land and be binding on the Owners and all persons claiming under them for the period of time as set forth below:

1. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat and Glen Valley Business Center is hereby established by Glen Valley to be composed of Jerry Baker and/or his personal representative, successors, assigns or such other persons as may be designated by Glen Valley (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, mailbox, above ground electrical or utility service, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. The ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given. All improvements shall be completed in accordance with the approved plans and specifications within eighteen (18) months after the commencement of construction.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

2. **(INCORPORATION OF ZONING REQUIREMENTS)** Except as expressly provided in this Declaration and to the extent modified by the ACC under Paragraph 1, above, the applicable provisions of the Zoning Ordinance of the Village of Caledonia, as amended from time to time, including, without limitation, all use, parking and setback regulations and the terms and conditions of any Planned Unit Development approvals, are incorporated by reference into this Declaration and shall govern in all respects the use and development of the lots in the Plat.

3. **(APPROVAL OF USE BY ACC)** All uses of lots in the Plat (except Lot 12) and Glen Valley Business Center shall be subject to the prior written approval of the ACC based on the compatibility of such uses with the existing and proposed uses of other lots in the Plat and Glen Valley Business Center and the neighboring single-family residential development known as

Glen Valley Estates ("Glen Valley Estates"). The approval of the ACC to any proposed use may be granted or withheld in the absolute discretion of them ACC. The provisions of this Paragraph shall not apply to Lot 12 of the Plat.

4. **(LANDSCAPING)** All yard areas which are not used for parking, drives and sidewalks must be landscaped (including lawns, trees and shrubs), and all lawn areas must be equipped with an underground sprinkling system. All landscaping, including the underground sprinkling system, must be completed within twelve (12) months after the building is completed.

5. **(MAINTENANCE)** All buildings, parking areas, drives, sidewalks and other improvements to the lots and all lawn areas and landscaping shall be maintained in a good state of maintenance and repaid and kept in a safe, clean and orderly manner and shall comply with all applicable building, zoning, environmental, health and safety laws, ordinances and regulations.

6. **(OUTDOOR STORAGE)** Outdoor storage of materials is not permitted except in the rear yard when surrounded by a fence or wall which completely screens the material from view from neighboring properties.

7. **(NUISANCE)** No noxious or offensive activities shall be carried on upon any lot, nor shall any activity be conducted or permitted on any lot which may be or becomes an annoyance or nuisance to other lot owners within the Plat, Glen Valley Business Center or Glen Valley Estates.

8. **(SOIL REMOVAL)** All soil to be removed from any lot, either in grading or excavation, shall, if desired by it, become the property of Glen Valley and, when removed, shall be dumped by the person so removing the soil, at his expense, at such place or places in the Plat, or on adjacent property owned by Glen Valley, as Glen Valley shall designate.

9. **(SIDEWALKS)** The construction of sidewalks along North Rodgers Drive, South Rodgers Court, the north side of Glengarry Drive west of North Rodgers Drive and the south side of Glengarry Drive West of South Rodgers Court is the responsibility of the lot buyer and must be completed before the building is completed or occupied.

10. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER)

(a) In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1956, as amended) a special assessment drainage district has been created to provide for the maintenance of the Glen Valley county drain. The Drain District consists of all lots within the following recorded plats: Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Business Center and Glen Valley Business Center No. 2. At some time in the future, the lots within the drainage district will be subject to a special assessment for the improvement or maintenance of the Glen Valley county drain.

(b) All storm water runoff from the developed areas of each lot (i.e., parking areas and roofs) shall be collected with an on site underground enclosed storm sewer system and directed to the underground storm sewer outlets provided for each lot in the Plat.

(c) Each lot owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the Village of Caledonia, and Glen Valley from any and all claims, damages and obligations arising from the existence or operation of the drainage system.

(d) Restrictions pursuant to the requirements of the Kent County Drain Commissioner are to be perpetual and shall run with the land. Drain Commissioner restrictions may not be amended or modified without prior written approval of the Kent County Drain Commissioner and properly recorded at the Kent County Register of Deeds.

11. **(PROPERTY OWNERS' ASSOCIATION)** Glen Valley has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat, Glen Valley Business Center and Glen Valley Estates. All lot owners in the Plat, Glen Valley Business Center and Glen Valley Estates shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Glen Valley may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

12. **(COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS)** All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, (or any expanded portion of the Plat, Glen Valley Business Center and Glen Valley Estates) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Plat, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by Glen Valley except to the extent such authority is delegated to the Association. Glen Valley and the Association, with the consent of Glen Valley, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

13. **(DUES AND ASSESSMENTS)** Glen Valley and the Association, with the consent of Glen Valley, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including Glen Valley) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which Glen Valley anticipates developing in subsequent phases of the Plat and Glen Valley Estates (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred;

PROVIDED, HOWEVER, the owners of lots in the Plat shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within Glen Valley Estates and outside the boundaries of the Plat and the Business Center. All such assessments may be levied on such a periodic basis as Glen Valley and/or the Association shall determine and may be based on Glen Valley's and/or the Association's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by Glen Valley and for other costs and expenses of the Association.

14. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by Glen Valley and/or the Association with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by Glen Valley and/or the Board of Directors of the Association in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by Glen Valley and/or the Board of Directors for such payment, then such payment shall be in default. Glen Valley and/or the Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due Glen Valley and/or the Association from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. Glen Valley and/or the Association may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to Glen Valley and/or the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Glen Valley and the Association are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered Glen Valley and/or the Association to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY GLEN VALLEY OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING

ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that Glen Valley and/or the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing.

A written affidavit of an authorized representative of Glen Valley and/or the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, Glen Valley and/or the Association may take such remedial actions as may be available to it hereunder or under Michigan law. In the event Glen Valley and/or the Association elect to foreclose the lien by advertisement, Glen Valley and/or the Association shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against Glen Valley and/or the Association, as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by Glen Valley and/or the Association to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

15. (CONNECTION TO PUBLIC WATER SYSTEM). The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

16. (TERM). These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is twenty five (25) years after the date the Phase I Declaration was recorded) after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Plat, Glen Valley Business Center and any expanded portion or phase of the Plat or Glen Valley Business Center has been recorded, agreeing

to change said covenants in whole or in part. However, no changes shall be made to Paragraph 10 of this Declaration without the prior written approval of the Kent County Drain Commissioner.

17. (SCOPE) The terms and conditions of this Declaration shall only apply to the Plat and Glen Valley Business Center and shall not apply to any land or premises adjacent thereto and owned by Glen Valley. However, Glen Valley reserves the right by amendment to this Declaration to include any expanded portion or phase of the Plat or Glen Valley Business Center under the terms of this Declaration.

18. (ENFORCEMENT) The provisions of this Declaration shall be enforceable only by Glen Valley, by any owner of any lot in the Plat, Glen Valley Business Center and any expanded portion or phase of the Plat or Glen Valley Business Center or by the Association and by their respective successors and assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. (AMENDMENT) This Declaration may be amended by an instrument duly executed by Glen Valley and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Business Center and any expanded portion or phase of the Plat or Glen Valley Business Center who are not affiliated with Glen Valley and shall be effective upon the recording of such instrument with the Kent County Register of Deeds; provided, however, the signature of Glen Valley shall not be required in the event Glen Valley no longer owns any lot in the Plat or Glen Valley Business Center or any expanded portion or phase of the Plat or Glen Valley Business Center and has assigned or delegated its authority under this Declaration to the Association. The provisions of Paragraph 10 of this Declaration may not, however, be amended without the prior written approval of the Kent County Drain Commissioner. In addition, the provisions of Paragraph 3 may not be amended without the prior written approval of the owner of Lot 12 to the extent such amendment would restrict the use of Lot 12.

20. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by Glen Valley until such time as this authority is turned over to the Association.

21. (DIVISION OF LOT 7) In the event Lot 7 of Glen Valley Business Center is divided for purposes of development of two (2) separate building sites, each site shall be deemed to be a separate lot for purposes of this Declaration.

22. (AMENDMENT OF GLEN VALLEY BUSINESS CENTER DECLARATION) The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley business Center dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 863 through 871, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to Glen Valley under Paragraph 17 of the Phase 1 Declaration. Therefore, the Phase 1 Declaration is hereby deemed amended to include Lots 9 through 12 of the Plat and the rights and benefits and obligations and burdens of the

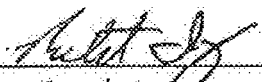
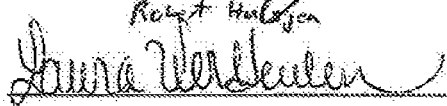
Phase 1 Declaration shall apply equally to Lots 1 through 8 of Glen Valley Business Center and Lots 9 through 12 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration or the Phase 1 Declaration shall be deemed to refer to lots and lot owners in both the Plat and Glen Valley Business Center. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration, the provisions of this Declaration shall prevail.

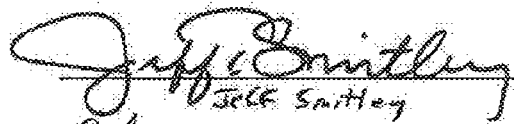
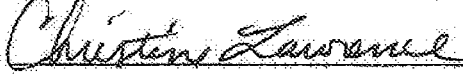
23. (SEVERABILITY) The invalidation of any one of the terms, covenants or conditions of this Declaration by judgment or court order shall not in any way affect any of the other terms, covenants or conditions which shall remain in full force and effect.

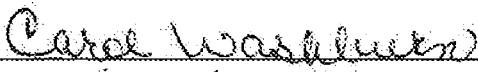
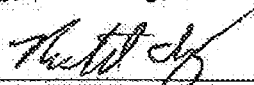
24. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

Dated this 4th day of October, 2001.

WITNESSES

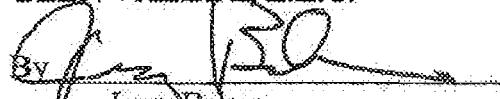

Robert Huisjen

Laura Verheulen


Jeff Smithey

Christine Lawrence

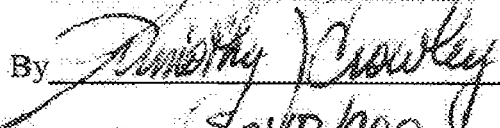

Carol Washburn

Robert Huisjen


Robert Huisjen

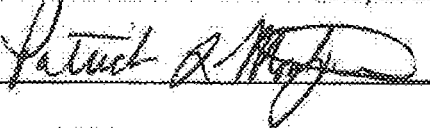
GLEN VALLEY, L.L.C.

By 
Jerry Baker
Its Member

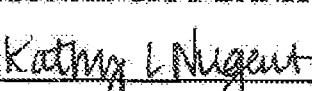
METROPOLITAN HOSPITAL

By 
Its SrVP/COO

GLEN VALLEY HOLDINGS, L.L.C.

By 
Its Member

NATIONAL CITY BANK

By 
Its Vice President

And _____
Its _____

MERCANTILE BANK OF WEST
MICHIGAN

By [Signature]
Its Mark S. Augustyn
Senior Vice President

[Signature]
Kathleen M. Arbanas

[Signature]
Elizabeth M. Rider

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 28th day of September, 2001 by Jerry Baker, a Member of Glen Valley, L.L.C., a Michigan limited liability company, on behalf of the company.

[Signature]
Robert D. Hutcheon
Notary Public, Kent County, MI
My commission expires: 7-9-2002

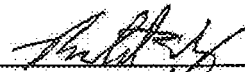
STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 24th day of September, 2001 by Timothy Crowley the Senior VP of Metropolitan Hospital, a Michigan nonprofit corporation, on behalf of the corporation.

[Signature]
Maggie C. Mudd
Notary Public, Kent County, MI
My commission expires: 3-6-2003

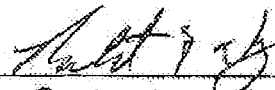
STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 3rd day of October, 2001 by Ratosh Montgomery Member of Glen Valley Holdings, L.L.C., a Michigan limited liability company, on behalf of the company.


Notary Public, Kent County, MI
My commission expires: 7-9-2002

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 4th day of October, 2001 by Kathy Nugent and NA, the VP and NA, respectively, of National City Bank, on behalf of the bank.


Robert D. Hug
Notary Public, Kent County, MI
My commission expires: July 9, 2002

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 4th day of October, 2001 by Mark S. Augustyn the Senior Vice President of Mercantile Bank of West Michigan, on behalf of the corporation.

Kathleen M. Arbanas
Notary Public, Kent County, MI
My Commission Expires Jan. 18, 2003


Notary Public, Kent County, MI
My commission expires: 1-18-03

DRAFTED BY AND WHEN RECORDED RETURN TO:
Robert W. Scott
MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
800 Calder Plaza Building, 250 Monroe NW
Grand Rapids, MI 49503 616/831-1700

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c)."

35/2
JUNE 3582 PE 872 *

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES

KNOW ALL PERSONS BY THESE PRESENT, that GLEN VALLEY, L.L.C., a Michigan Limited Liability Company, of 4595 Broadmoor, S.E., Suite 100, Grand Rapids, MI 49512 ("Developer"), ROBERT DEPPE BUILDING AND DEVELOPMENT, INC., a Michigan corporation, of 6709 South Division, Grand Rapids, MI 49548 ("Deppe") and AMERIBANK, F.S.B., a Federal Savings Bank, of 190 Monroe, N.W., Grand Rapids, MI 49503, ("Bank") being the owners and mortgagee, respectively, of the land herein described (the "Plat"):

Lots 1 through 64, inclusive, GLEN VALLEY ESTATES, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the stipulated portion of the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

Therefore, Developer, Deppe and Bank hereby covenant and agree to impose the following protective covenants, restrictions and upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth.

1. (LAND USE AND BUILDING TYPE; YARDS) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. (DWELLING SIZE) For Lots 1 through 32, inclusive, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1100 square feet for the main floor or two (2) levels as in a tri-level. A 1½ or 2 story, shall not be less than 1400 square feet. For Lots 33 through 64, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1400 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story, shall not be less than 1700 square feet. Finished areas do not include unheated porches or garages.

3. (GARAGES) A private two (2) stall garage (minimum)

LIBER 3582 PG 873

is to be constructed at the time of erection of the dwelling.

4. (FENCES) No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. (RECREATIONAL VEHICLES) Boats, trailers, campers, motorhomes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. (EXTERIOR MATERIALS; DRIVEWAYS) The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the residence constructed on the lot.

7. (ARCHITECTURAL CONTROL) An Architectural Control Committee for Glen Valley Estates is hereby established by the Developer to be composed of Robert Deppe and Jerry Baker, or their personal representatives, successors, assigns or designees (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape device or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration,

but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. (SOIL REMOVAL) All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of the Developer, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere the Developer shall designate.

9. (ANIMALS) No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of the Developer.

10. (TERMS OF CONSTRUCTION) Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. (DESIGNATED BUILDER) All construction must be done by a professional builder, approved in writing by Robert J. Deppe.

12. (SIDEWALKS) The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied. Notwithstanding the foregoing, all sidewalks within Phase 1 (being Lots 1 through 64) shall be completed by January 1, 1998. For lots not sold at that time, the Developer will be responsible to construct the sidewalks. The Developer will construct the sidewalk along the common lot line 15 and 16 at such time the houses are completed on both of these lots, but no later than January 1, 1998.

13. (LANDSCAPING AND MAINTENANCE) One tree, a maple with a minimum one inch caliper will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. (ENFORCEMENT) The provisions of this Declaration shall be enforceable only by the Developer, by any owner of any lot in the Plat and any expanded portion or phase of the Plat or by the Association described in Paragraph 20, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. (OFFENSIVE ACTIVITIES) No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

USEP 3582 PG 875

16. (SEVERABILITY) Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES ("M.D.N.R.")). The flood plain of the Emmons Lake Drain encroaches on Lots 17 through 39, inclusive, and Lot 64, as shown on the final Plat drawing. The 100 year flood plain limits for said Emmons Lake Drain vary from Elevation 767.0 (N.G.V. Datum) at the upstream plat limit (Lot 18) to Elevation 766.0 (N.G.V. Datum) at the downstream plat limit (Lot 64), as shown on the recorded plat drawing. No filling or occupation of the floodplain area will be allowed without prior written approval of the Department of Natural Resources. To insure that no encroachments occur, and to protect future construction from flood damage, the following restrictions are imposed on building construction on any building used or capable of being used for residential purposes and occupancy within, or effected by, the floodplain. Each such building must:

(A) Have lower floors, excluding basements, higher than the elevation of the contour defining the floodplain limits.

(B) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits.

(C) Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydro-static pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June 1972. Figure 5, Page 14.5 of the regulation shows typical foundations, drainage and waterproofing details. This document is available at no cost from the Department of Natural Resources Land & Water Management Division, Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan, 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 South Pickett, Alexandria, Virginia, 22304.

(D) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(E) Be properly anchored to prevent flotation.

18. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION)

UNDER 3582 PG 876

(A) A storm water drainage district, which includes a number of lots in the Plat, has been established by the Kent County Drain Commissioner. At some point in the future, the lots within the drain district may become subject to a special assessment for the improvements and maintenance of the drain serving the drainage district. The drainage district boundary is shown on Exhibit "A" attached hereto.

(B) Most of the lots in the Plat are subject to private easements for drainage, and said easements shall be protected and maintained by the adjoining lot owners and shall not be the responsibility of the Kent County Drain Commission. These easements are for the benefit of all lots, and no construction development or grading may occur within these easements which will interfere with the drainage rights of all lots within the subdivision. The easements are for the continuous passage of surface drainage water across said lots and are for the benefit of all adjacent lots. The imposition of such easements shall not, however, prevent the alteration, development and improvement of said lots, or the construction of permanent buildings and structures, provided that no such alteration, development, improvement or construction unreasonably interferes with the continuous passage of surface drainage across said lots. Care shall be taken when final yard grading and landscaping is performed to insure that no major plantings, earthmoving, structures, swimming pools, fences or shrubs be installed which will jeopardize the effectiveness of the drainage course or storm sewer system. Each lot owner shall be responsible to maintain that portion of the drainage system or easement on his property. The direction of surface water drainage is shown on the block grading plan, Exhibit "B" attached hereto.

(C) To eliminate the potential of flooding from backyard surface drainage of storm water from adjacent higher lots and the Emmons Lake Drain, the following lots shall maintain the minimum building opening elevations listed for each lot. The elevations listed below are shown on the block grading plan, Exhibit "B", and are based on N.G.V. Datum; a bench mark is available in the plat.

<u>Lot Number</u>	<u>Minimum Opening Elevation</u>
1-16	769.5
17-39	768.5
40-43	772.3
58-62	770.8
63	771.0
64	768.5

19. (INCONSISTENCIES) In the event of any inconsistencies among the foregoing restrictions, the more stringent restrictions shall govern.

20. (DURATION) The foregoing restrictions imposed by the Michigan Department of Natural Resources and the Kent County Drain Commission are perpetual and shall run with the land. They may not be amended or modified without the prior written approval from the Michigan Department of Natural Resources and the Kent County Drain Commission. All other covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded agree to change said covenants and restrictions in the whole or part.

21. (PROPERTY OWNERS' ASSOCIATION) The Developer has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to the Plat. All lot owners in the Plat and the Business Center shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Developer may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

22. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat and the Business Center dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the fence at the rear of Lots 1 through 15 of the Plat, the sidewalk between Lots 15 and 16 of the Plat and other similar areas and improvements (the "Common Areas and Improvements") shall be made by the Developer except to the extent such authority is delegated to the Association. The Developer and the Association, with the consent of the Developer, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

23. (DUES AND ASSESSMENTS) The Developer and the Association, with the consent of the Developer, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including the Developer) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other

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reasonable costs and expenses of the Association. [For this purpose, the lots which the Developer anticipates developing in subsequent phases of the Plat and the Business Center (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. (In addition, the owners of Lots 1 through 15 shall be solely responsible for the costs and expenses of maintaining, repairing and replacing the fence at the rear of Lots 1 through 15 which costs and expenses shall be due and payable as they are incurred.) All such assessments may be levied on such a periodic basis as the Association shall determine and may be based on the Association's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$_____ to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by the Developer and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

24. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by the Association with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgages of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or the Developer from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or the Developer may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association the unqualified right to elect

UNDER 3582 PG 879

to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or the Developer may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or the Developer elect to foreclose the lien by advertisement, the Association and/or the Developer shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or the Developer to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting

of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

25. (CONNECTION TO PUBLIC WATER SYSTEM). The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

26. (SCOPE) The terms and conditions of this Declaration shall only apply to the Plat and shall not apply to any land or premises adjacent thereto and owned by the Developer or Deppe. However, the Developer reserves the right by amendment to this Declaration to include subsequent phases in the Plat under the terms of this Declaration.

27. (AMENDMENT) This Declaration may be amended by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then owners of lots in the Plat who are not affiliated with the Developer and shall be effective upon the recording of such instrument with the Kent County Register of Deeds; provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any lot in the Plat and has assigned or delegated its authority under this Declaration to the Association. The provisions of Paragraph 16 of this Declaration may not, however, be amended without the prior written approval of the Michigan Department of Natural Resources and the provisions of Paragraph 17 of this Declaration may not be amended without the prior written approval of the Kent County Drain Commissioner.

28. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by the Developer until such time as this authority is turned over to the Association.

29. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

UNDER 3582 PG 881

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 7th day of December, 1994.

Witnesses:

Mary L. Grasman
Mary L. Grasman

Neil A. Sharpe
Neil A. Sharpe

GLEN VALLEY L.L.C., a Michigan limited liability company

By Jerry Baker
Jerry Baker, Member

By Robert Deppe
Robert Deppe, Member

ROBERT DEPPE BUILDING AND DEVELOPMENT, INC., a Michigan corporation

Mary L. Grasman
Mary L. Grasman

Neil A. Sharpe
Neil A. Sharpe

By Robert Deppe
Robert Deppe
Its President

And Caroline E. Deppe
Caroline E. Deppe
Its Secretary-Treasurer

AMERIBANK, F.S.B.

Mary L. Grasman
Mary L. Grasman

Neil A. Sharpe
Neil A. Sharpe

By Lee J. Pankratz
Lee J. Pankratz
Its Senior Vice President

And Craig A. Hankinson
Craig A. Hankinson
Its Assistant Vice President

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

Personally came before me this 7th day of December, 1994, the above named Jerry Baker, Member, and Robert Deppe, Member, of Glen Valley L.L.C., a Michigan limited

97-001-8 ENH/53

REG. DEPT.

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES NO.2

KNOW ALL PERSONS BY THESE PRESENT, that GLEN VALLEY, L.L.C., a Michigan Limited Liability Company, of 4595 Broadmoor, S.E., Suite 100, Grand Rapids, MI 49512 ("Developer") and FIRST OF AMERICA BANK-MICHIGAN, N.A., 171 Monroe, N.W., Grand Rapids, MI 49503, ("Bank") being the owner and mortgagee, respectively, of the land herein described (the "Plat"):

Lots 65 through 92, inclusive, GLEN VALLEY ESTATES NO.2,
 Part of the SE 1/4, Section 20, T5N, R10W, Village of Caledonia,
 Kent County, Michigan, according to the recorded plat thereof;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the lots in the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

Developer and Bank acknowledge that Developer has previously established Glen Valley Estates, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 64 ("Glen Valley Estates"). The recording of the Plat constitutes Phase 2 of the residential development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 27, below.)

Therefore, Developer and Bank hereby covenant and agree to impose the following protective covenants, restrictions and conditions upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth.

I. (LAND USE AND BUILDING TYPE; YARDS) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any

April 22, 1997

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Village of Caledonia

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side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. **(DWELLING SIZE)** For Lots 65 through 92, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1400 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story, shall not be less than 1700 square feet. Finished areas do not include unheated porches or garages.

3. **(GARAGES)** A private two (2) stall garage (minimum) is to be constructed at the time of erection of the dwelling.

4. **(FENCES)** No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. **(RECREATIONAL VEHICLES)** Boats, trailers, campers, motorhomes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. **(EXTERIOR MATERIALS; DRIVEWAYS)** The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the residence constructed on the lot.

7. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat and Glen Valley Estates and is hereby established by the Developer to be composed of Jerry Baker, or his personal representative, successors, assigns or designees or such other person or persons as may be designated by the Developer (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape device or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed.

to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. **(SOIL REMOVAL)** All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of the Developer, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere the Developer shall designate.

9. **(ANIMALS)** No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of the Developer.

10. **(TERMS OF CONSTRUCTION)** Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. **(DESIGNATED BUILDER)** All construction must be done by a professional builder, approved in writing by the Developer, its successors, assigns or designees.

12. **(SIDEWALKS)** The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied. Notwithstanding the foregoing, all sidewalks within Phase 2 (being Lots 63 through 92) shall be completed before the occupancy of the dwelling on the lot.

13. **(LANDSCAPING AND MAINTENANCE)** One tree with a minimum one inch caliper and of a variety approved by the Developer will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. **(ENFORCEMENT)** The provisions of this Declaration shall be enforceable only by the Developer, by any owner of any lot in the Plat, Glen Valley Estates and any expanded portion or phase of the Plat or Glen Valley Estates or by the Association described in Paragraph 20, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. **(OFFENSIVE ACTIVITIES)** No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

16. (SEVERABILITY) Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION)

(A) In accordance with Section 280.433 of the Michigan Drain Code (Act 40 of the Public Acts 1936, as amended) a special assessment drainage district has been created to provide for the maintenance of the Glen Valley county drain. The Drain District consists of all lots within the plat, the boundary of which is shown on the attached Exhibit "A" and "A 1". At some time in the future, the lots within the drainage district will be subject to a special assessment for the improvement or maintenance of the Glen Valley county drain. The route of the drain is shown on Exhibit "B" and "B 1" attached hereto.

(B) Private Easements for the Glen Valley county drain have been granted to the Glen Valley Drainage District. The rights and obligations of said easements are recorded with the Kent County Register of Deeds office.

(C) Some of the lots in the subdivision are subject to private, unnamed, easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the subdivision. No development, grading, or construction is permitted within these private easements for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Each lot owner will be responsible for maintaining the surface drainage system across his property.

(D) The direction of flow for the surface drainage for all lots is shown on the block grading plan, Exhibit "C" attached hereto. It is the lot Owners responsibility to ensure that the final grading of the lot is in accordance with the block grading plan. During the final lot grading and landscaping, the owner shall take care to ensure that the installation of fences, plantings, trees and shrubs do not interfere with the surface drainage.

(E) Minimum building opening elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
65	771.0
78-81	799.0

To eliminate the potential of structural damage due to flooding and back yard surface drainage, the lot owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on N.G.V. Datum and a

bench mark located within the plat is described as follows:

Benchmark elevation 805.76 nail in the North side of
a 10" Elm on the West end of lot line 8 1/82

(F) Each lot owner waives his claim against the Kent County Drain Commissioner, his employees and agents, the Village of Caledonia, and the Plat from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

18. (INCONSISTENCIES) In the event of any inconsistencies among the foregoing restrictions, the more stringent restrictions shall govern.

19. (DURATION) The foregoing restrictions imposed by the Kent County Drain Commission are perpetual and shall run with the land. They may not be amended or modified without the prior written approval from the Kent County Drain Commission. All other covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is 25 years after the on Phase I Declaration was recorded) after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded in the Plat, Glen Valley Estates and any expanded portion or phase of the Plat or Glen Valley Estates agree to change said covenants and restrictions in the whole or part.

20. (PROPERTY OWNERS' ASSOCIATION) The Developer has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to the Plat. All lot owners in the Plat and the Business Center shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Developer may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

21. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, Glen Valley Estates and the Business Center (of any expanded portion of the Plat, Glen Valley Estates or the Business Center) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by the Developer except to the extent such authority is delegated to the Association. The Developer and the Association, with the consent of the Developer, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

22. (DUES AND ASSESSMENTS) The Developer and the Association, with

the consent of the Developer, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including the Developer) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which the Developer anticipates developing in subsequent phases of the Plat and the Business Center (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. All such assessments may be levied on such a periodic basis as the Developer and/or the Association shall determine and may be based on the Association's and/or the Developer's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by the Developer and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

23. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by the Association and/or the Developer with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association and/or the Developer in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or the Developer from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or the Developer may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association and the Developer the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The

Association and the Developer are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association and/or the Developer to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association and/or the Developer may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association and/or the Developer that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or the Developer may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or the Developer elect to foreclose the lien by advertisement, the Association and/or the Developer shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association and/or the Developer, as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or the Developer to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as heretofore provided with respect to all lot owners.

24. (CONNECTION TO PUBLIC WATER SYSTEM). The owner of each

lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

25. (SCOPE) The terms and conditions of this Declaration shall only apply to the Plat and Glen Valley Estates and shall not apply to any land or premises adjacent thereto and owned by the Developer. However, the Developer reserves the right by amendment to this Declaration to include any expanded portion or phase of the Plat or Glen Valley Estates under the terms of this Declaration.

26. (AMENDMENT) This Declaration may be amended by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Estates and any expanded portion or phase of the Plat or Glen Valley Estates who are not affiliated with the Developer and shall be effective upon the recording of such instrument with the Kent County Register of Deeds; provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any lot in the Plat or Glen Valley Estates or any expanded portion or phase of the Plat or Glen Valley Estates and has assigned or delegated its authority under this Declaration to the Association. The provisions of Paragraph 17 of this Declaration may not be amended without the prior written approval of the Kent County Drain Commissioner.

27. (AMENDMENT OF GLEN VALLEY ESTATE DECLARATION) The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to the Developer under Paragraph 26 of the Phase 1 Declaration. Therefore, the Phase 1 Declaration is hereby deemed amended to include Lots 65 through 92 of the Plat and the rights and benefits and obligations and burdens of the Phase 1 Declaration shall apply equally to Lots 1 through 64 of Glen Valley Estates and Lots 65 through 92 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration or the Phase 1 Declaration shall be deemed to refer to lots and lot owners in both the Plat and Glen Valley Estates. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration, the provisions of this Declaration shall prevail.

28. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by the Developer until such time as this authority is turned over to the Association.

29. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt requested, to the party or persons to be notified at his last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 29th day of April, 1997.

Witnesses:

Jay Hoogerheide
Jay Hoogerheide

Marva Lubben
Marva Lubben

GLEN VALLEY L.L.C., a Michigan
limited liability company

By

Jerry Baker
Jerry Baker, Member

FIRST OF AMERICA BANK-MICHIGAN, N.A.

Sherita S. Thomas
Sherita S. Thomas

Maya R. Krystinec
Maya R. Krystinec

By

Jack Malligan
Jack Malligan

Is a Director Vice President

And

Ken R.D. Doherty
Ken R.D. Doherty

Is Vice President

ACKNOWLEDGMENT

STATE OF MICHIGAN)

)ss

COUNTY OF KENT)

Personally came before me this 24 day of April, 1997, the
above named Jerry Baker, a Member of Glen Valley L.L.C., a Michigan limited liability company,
to me known to be the persons who executed the foregoing instrument and to me known to be such
members of said limited liability company and acknowledged that they executed the foregoing
instrument as such member as the free act and deed of said limited liability company and by its
authority.

Robert D. Robinson
Robert D. Robinson

Notary Public, Kent County, Michigan

My Commission Expires: 7-9-98ACKNOWLEDGMENT

STATE OF MICHIGAN)

)ss

COUNTY OF KENT)

Personally came before me this 7th day of May, 1997,
Jack Nelligan, the Vice President, and Kenneth K. Dantke, the
Vice President, of First of America Bank-Michigan, N.A., to me known to be the persons
who executed the foregoing instrument, and to me known to be such Vice President and
Vice President of said bank, and acknowledged that they executed the foregoing
instrument as such officers as the free act and deed of said bank and by its authority.

Sherita S. Thomas
Sherita S. Thomas
Notary Public, Kent County, Michigan

My Commission Expires: 02/17/2000

Prepared by:

Robert W. Scott
Miller, Johnson, Snell & Cumiskey, P.L.C.
800 Calder Plaza Building
Grand Rapids, Michigan 49503
616/831-1700

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REG. OF DEEDS

**DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES NO. 3**

KNOW ALL PERSONS BY THESE PRESENT, that GLEN VALLEY, L.L.C., a Michigan Limited Liability Company, of 4595 Broadmoor, S.E., Suite 100, Grand Rapids, MI 49512 ("Developer") and NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, a national banking association organized and existing under the laws of the United States of America, of 171 Monroe NW, Grand Rapids, Michigan 49503 ("Bank") being the owner and mortgagee, respectively, of the land herein described (the "Plat"):

Lots 93 through 114, inclusive, GLEN VALLEY ESTATES NO. 3,
Section 20, T5N, R10W, Village of Caledonia, Kent County,
Michigan, according to the recorded plat thereof;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the lots in the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

Developer and Bank acknowledge that Developer has previously established Glen Valley Estates, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 64 ("Glen Valley Estates") and Glen Valley Estates No. 2, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 65 through 92 ("Glen Valley Estates No. 2"). The recording of the Plat constitutes Phase 3 of the residential development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration"), and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 26, below.)

Therefore, Developer and Bank hereby covenant and agree to impose the following protective covenants, restrictions and conditions upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth.

1. **(LAND USE AND BUILDING TYPE; YARDS)** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. **(DWELLING SIZE)** For Lots 93 through 114, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1400 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story, shall not be less than 1700 square feet. Finished areas do not include unheated porches or garages.

3. **(GARAGES)** A private two (2) stall garage (minimum) is to be constructed at the time of erection of the dwelling.

4. **(FENCES)** No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. **(RECREATIONAL VEHICLES)** Boats, trailers, campers, motor homes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. **(EXTERIOR MATERIALS; DRIVEWAYS)** The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the residence constructed on the lot.

7. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat, Glen Valley Estates and Glen Valley Estates No. 2 is hereby established by the Developer to be composed of Jerry Baker, or his personal representative, successors, assigns or designees or such other person or persons as may be designated by the Developer (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of

construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. **(SOIL REMOVAL)** All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of the Developer, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere the Developer shall designate.

9. **(ANIMALS)** No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of the Developer.

10. **(TERMS OF CONSTRUCTION)** Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. **(DESIGNATED BUILDER)** All construction must be done by a professional builder, approved in writing by the Developer, its successors, assigns or designees.

12. **(SIDEWALKS)** The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied. Notwithstanding the foregoing, all sidewalks within Phase 2 (being Lots 63 through 92) shall be completed before the occupancy of the dwelling on the lot.

13. **(LANDSCAPING AND MAINTENANCE)** One tree with a minimum one inch caliper and of a variety approved by the Developer will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. **(ENFORCEMENT)** The provisions of this Declaration shall be enforceable only by the Developer, by any owner of any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2 and any expanded portion or phase of the Plat, Glen Valley Estates or Glen Valley Estates No. 2 or by the Association described in Paragraph 19, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. (OFFENSIVE ACTIVITIES) No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

16. (SEVERABILITY) Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. (RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION) In addition to this Declaration, the Plat is subject to a separate Declaration of Building and Land Use Restrictions Required by Governmental Agencies dated Oct. 28, 1999 and recorded Nov. 1, 1999 in Liber 4894, page 1112, Kent County Records.

18. (DURATION) The covenants and restrictions contained in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is 25 years after the on Phase I Declaration was recorded) after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded in the Plat, Glen Valley Estates, Glen Valley Estates No. 2 and any expanded portion or phase of the Plat, Glen Valley Estates or Glen Valley Estates No. 2 agree to change said covenants and restrictions in the whole or part.

19. (PROPERTY OWNERS' ASSOCIATION) The Developer has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to the Plat. All lot owners in the Plat and the Business Center shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Developer may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

20. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, Glen Valley Estates, Glen Valley Estates and the Business Center (of any expanded portion of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or the Business Center) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by the Developer except to the extent such authority is delegated to the Association. The Developer and the Association, with the consent of

the Developer, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

21. **(DUES AND ASSESSMENTS)** The Developer and the Association, with the consent of the Developer, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including the Developer) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which the Developer anticipates developing in subsequent phases of the Plat (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. All such assessments may be levied on such a periodic basis as the Developer and/or the Association shall determine and may be based on the Association's and/or the Developer's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by the Developer and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

22. **(COLLECTION OF ASSESSMENTS)** Each lot owner shall be personally liable for all assessments levied by the Association and/or the Developer with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association and/or the Developer in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or the Developer from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or the Developer may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association and the Developer the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan

Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association and the Developer are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association and/or the Developer to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association and/or the Developer may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association and/or the Developer that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10)-day period, the Association and/or the Developer may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or the Developer elect to foreclose the lien by advertisement, the Association and/or the Developer shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association and/or the Developer, as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or the Developer to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall

be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

23. **(CONNECTION TO PUBLIC WATER SYSTEM).** The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

24. **(SCOPE)** The terms and conditions of this Declaration shall only apply to the Plat, Glen Valley Estates and Glen Valley Estate No. 2 and shall not apply to any land or premises adjacent thereto and owned by the Developer. However, the Developer reserves the right by amendment to this Declaration to include any expanded portion or phase of the Plat, Glen Valley Estates or Glen Valley Estates No. 2 under the terms of this Declaration.

25. **(AMENDMENT)** This Declaration may be amended: a) by the Developer alone as provided in Paragraph 24, above; or b) by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Estates, Glen Valley Estates No. 2 and any expanded portion or phase of the Plat, Glen Valley Estates or Glen Valley Estates No. 2 who are not affiliated with the Developer, provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or any expanded portion or phase of the Plat, Glen Valley Estates or Glen Valley Estates No. 2 and has assigned or delegated its authority under this Declaration to the Association. Any such amendment shall be effective upon the recording of such instrument with the Kent County Register of Deeds.

26. **(AMENDMENT OF GLEN VALLEY ESTATE DECLARATION)** The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to the Developer under Paragraph 26 of the Phase 1 Declaration and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration") pursuant to the rights reserved to the Developer under Paragraph 25 of the Phase 2 Declaration. Therefore, the Phase 1 Declaration and the Phase 2 Declaration are hereby deemed amended to include Lots 93 through 114 of the Plat and the rights and benefits and obligations and burdens of the Phase 1 Declaration and the Phase 2 Declaration shall apply equally to Lots 1 through 64 of Glen Valley Estates, Lots 65 through 92 of Glen Valley Estates No. 2 and Lots 93 through 114 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration, the Phase 1 Declaration or the Phase 2 Declaration shall be deemed to refer to lots and lot owners in the Plat, Glen Valley Estates and Glen Valley Estates No. 2. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration or the Phase 2 Declaration, the provisions of this Declaration shall prevail.

27. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by the Developer until such time as this authority is turned over to the Association.

28. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 28 day of October, 1999.

Witnesses:

GLEN VALLEY L.L.C., a Michigan
limited liability company

Julianne K. Waner

Julianne K. Waner

Neil A. Sharpe

Neil A. Sharpe

By

Jerry Baker
Jerry Baker, Member

NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS

By

Kenneth R. Danhof
Kenneth R. Danhof
Its Vice President

Julianne K. Waner

Julianne K. Waner

Neil A. Sharpe

Neil A. Sharpe

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 28 day of October, 1999 by Jerry Baker, a Member of Glen Valley L.L.C., a Michigan limited liability company, on behalf of the company.

Julianne K. Waner
Julianne K. Waner
Notary Public, Kent County, Michigan
My Commission Expires: 12/31/00

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 28 day of October, 1999, Kenneth R. Danhof, the Vice President of National City Bank of Michigan/Illinois, a national banking association organized and existing under the laws of the United States of America, on behalf of the bank.

Julianne K. Waner
Julianne K. Waner
Notary Public, Kent County, Michigan
My Commission Expires: 12/31/00

Prepared by:

Robert W. Scott
Miller, Johnson, Snell & Cumiskey, P.L.C.
800 Calder Plaza Building
250 Monroe NW
Grand Rapids, Michigan 49503
616/831-1700

2002 JUL 25 PM 3:38

COPY

Mary Hillman
REC. OF DEEDS

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES NO. 4

GLEN VALLEY, L.L.C., a Michigan limited liability company, of 4380 Brockton Drive SE, Suite #1, Grand Rapids, Michigan 49512 ("Developer") and NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, a national banking association organized and existing under the laws of the United States of America, of 171 Monroe NW, Grand Rapids, Michigan 49503 ("Bank") being the owner and mortgagee, respectively, of the following described land (the "Plat"):

Lots 115 through 147, inclusive, GLEN VALLEY ESTATES NO. 4,
Section 20, T5N, R10W, Village of Caledonia, Kent County,
Michigan, according to the recorded plat thereof;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the lots in the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

Developer and Bank acknowledge that Developer has previously established Glen Valley Estates, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 64 ("Glen Valley Estates"), Glen Valley Estates No. 2, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 65 through 92 ("Glen Valley Estates No. 2") and Glen Valley Estates No. 3, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 93 through 114 ("Glen Valley Estates No. 3"). The recording of the Plat constitutes Phase 4 of the residential development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration") and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "Phase 3 Declaration"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 26, below.)

Therefore, Developer and Bank hereby covenant and agree to impose the following protective covenants, restrictions and conditions upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth.

1. **(LAND USE AND BUILDING TYPE; YARDS)** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. **(DWELLING SIZE)** For Lots 115 through 147, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1100 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story, shall not be less than 1400 square feet. Finished areas do not include unheated porches or garages.

3. **(GARAGES)** A private two (2) stall garage (minimum) is to be constructed at the time of erection of the dwelling.

4. **(FENCES)** No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. **(RECREATIONAL VEHICLES)** Boats, trailers, campers, motor homes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. **(EXTERIOR MATERIALS; DRIVEWAYS)** The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the residence constructed on the lot.

7. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat, Glen Valley Estates and Glen Valley Estates No. 2 is hereby established by the Developer to be composed of Jerry Baker, or his personal representative, successors, assigns or designees or such other person or persons as may be designated by the Developer (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan

including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. **(SOIL REMOVAL)** All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of the Developer, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere the Developer shall designate.

9. **(ANIMALS)** No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of the Developer.

10. **(TERMS OF CONSTRUCTION)** Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. **(DESIGNATED BUILDER)** All construction must be done by a professional builder, approved in writing by the Developer, its successors, assigns or designees.

12. **(SIDEWALKS)** The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied. Notwithstanding the foregoing, all sidewalks within Phase 2 (being Lots 63 through 92) shall be completed before the occupancy of the dwelling on the lot.

13. **(LANDSCAPING AND MAINTENANCE)** One tree with a minimum one inch caliper and of a variety approved by the Developer will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. **(ENFORCEMENT)** The provisions of this Declaration shall be enforceable only by the Developer, by any owner of any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or Glen Valley Estates No. 3 or by the Association described in Paragraph

19, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. **(OFFENSIVE ACTIVITIES)** No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

16. **(SEVERABILITY)** Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. **(RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION)** In addition to this Declaration, the Plat is subject to a separate Declaration of Building and Land Use Restrictions Required by Governmental Agencies dated June 11, 2002 and recorded July 10, 2002 in Liber 6125, page 19, Kent County Records.

18. **(DURATION)** The covenants and restrictions contained in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is 25 years after the on Phase 1 Declaration was recorded) after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or Glen Valley Estates No. 3 agree to change said covenants and restrictions in the whole or part.

19. **(PROPERTY OWNERS' ASSOCIATION)** The Developer has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to the Plat. All lot owners in the Plat and the Business Center shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Developer may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

20. **(COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS)** All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and the Business Center (of any expanded portion of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or the Business Center) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the sidewalk between Lots 15 and 16 of Glen Valley

Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by the Developer except to the extent such authority is delegated to the Association. The Developer and the Association, with the consent of the Developer, shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

21. **(DUES AND ASSESSMENTS)** The Developer and the Association, with the consent of the Developer, may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including the Developer) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which the Developer anticipates developing in subsequent phases of the Plat (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. All such assessments may be levied on such a periodic basis as the Developer and/or the Association shall determine and may be based on the Association's and/or the Developer's reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by the Developer and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

22. **(COLLECTION OF ASSESSMENTS)** Each lot owner shall be personally liable for all assessments levied by the Association and/or the Developer with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association and/or the Developer in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or the Developer from a lot owner under this Declaration, shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or the Developer may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first

mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association and the Developer the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association and the Developer are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association and/or the Developer to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE DEVELOPER OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association and/or the Developer may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association and/or the Developer that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or the Developer may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or the Developer elect to foreclose the lien by advertisement, the Association and/or the Developer shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association and/or the Developer, as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or the Developer to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale

shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

23. **(CONNECTION TO PUBLIC WATER SYSTEM).** The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

24. **(SCOPE)** The terms and conditions of this Declaration shall only apply to the Plat, Glen Valley Estates, Glen Valley Estate No. 2 and Glen Valley Estates No. 3 and shall not apply to any land or premises adjacent thereto and owned by the Developer. However, the Developer reserves the right by amendment to this Declaration to include any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or Glen Valley Estates No. 3 under the terms of this Declaration.

25. **(AMENDMENT)** This Declaration may be amended: a) by the Developer alone as provided in Paragraph 24, above; or b) by an instrument duly executed by the Developer and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or Glen Valley Estates No. 3 who are not affiliated with the Developer, provided, however, the signature of the Developer shall not be required in the event the Developer no longer owns any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2 or Glen Valley Estates No. 3 and has assigned or delegated its authority under this Declaration to the Association. Any such amendment shall be effective upon the recording of such instrument with the Kent County Register of Deeds.

26. **(AMENDMENT OF GLEN VALLEY ESTATE DECLARATION)** The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to the Developer under Paragraph 26 of the Phase 1 Declaration, an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration") pursuant to the rights reserved to the Developer under Paragraph 25 of the Phase 2 Declaration and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "Phase 3 Declaration") pursuant to the rights reserved to the Developer under Paragraph 24 of the Phase 3 Declaration. Therefore, the Phase 1 Declaration, the Phase 2 Declaration and the Phase 3 Declaration are hereby deemed amended to include Lots 115 through 147 of the Plat and the rights and benefits and obligations and burdens of the Phase 1 Declaration, the Phase 2 Declaration and the Phase 3 Declaration shall apply equally to Lots 1 through 64 of Glen Valley Estates, Lots 65

through 92 of Glen Valley Estates No. 2, Lots 93 through 114 of Glen Valley Estates No. 3 and Lots 115 through 147 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration, the Phase 1 Declaration, the Phase 2 Declaration or the Phase 3 Declaration shall be deemed to refer to lots and lot owners in the Plat, Glen Valley Estates, Glen Valley Estates No. 2 and Glen Valley Estates No. 3. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration, the Phase 2 Declaration or the Phase 3 Declaration, the provisions of this Declaration shall prevail.

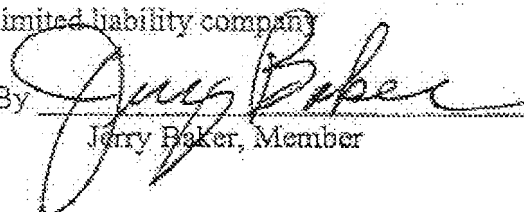
27. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by the Developer until such time as this authority is turned over to the Association.

28. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 26th day of July, 2002.

GLEN VALLEY L.L.C., a Michigan
limited liability company

By


Jerry Baker, Member

NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS

By


Its Vice President

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

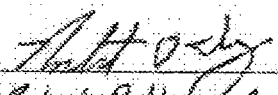
The foregoing instrument was acknowledged before me this 26th day of July, 2002 by Jerry Baker, a Member of Glen Valley L.L.C., a Michigan limited liability company, on behalf of the company.


Robert D. Huisjen
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 26th day of July, 2002, by Tedel Gusthof, the Vice President of National City Bank of Michigan/Illinois, a national banking association organized and existing under the laws of the United States of America, on behalf of the bank.


Robert D. Huisjen
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

Prepared by and when recorded return to:

Robert W. Scott
Miller, Johnson, Snell & Cumiskey, P.L.C.
800 Calder Plaza Building
250 Monroe NW
Grand Rapids, Michigan 49503
616/831-1700

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES NO. 5

BOSGRAAF BUILDERS, INC., a Michigan corporation, of 301 Douglas Avenue, Holland, Michigan 49424 ("Bosgraaf") and BBZ II, L.L.C., a Michigan limited liability company, of 4665 Broadmoor SE, Grand Rapids, Michigan 49508 ("BBZ II") being the land contract buyer and seller, respectively, of the following described land (the "Plat"):

Lots 148 through 189, inclusive, GLEN VALLEY ESTATES NO. 5, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, recorded as Instrument No. 20030917-0186364, Kent County Records;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the lots in the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

Bosgraaf and BBZ II acknowledge that Glen Valley, L.L.C., a Michigan limited liability company ("Glen Valley, L.L.C.") has previously established Glen Valley Estates, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 64 ("Glen Valley Estates"), Glen Valley Estates No. 2, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 65 through 92 ("Glen Valley Estates No. 2"), Glen Valley Estates No. 3, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 93 through 114 ("Glen Valley Estates No. 3") and Glen Valley Estates No. 4, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 115 through 147 ("Glen Valley Estates No. 4"). The recording of the Plat by Bosgraaf constitutes Phase 5 of the residential development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "Phase 3 Declaration") and an amendment of the Declaration of Building and Use Restrictions for Glen

Valley Estates No. 4 dated July 26, 2002 and recorded July 26, 2002 in Liber 6154, pages 1222 through 1230, Kent County Records (the "Phase 4 Declaration"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 26, below.)

Therefore, Bosgraaf and BBZ II hereby covenant and agree to impose the following protective covenants, restrictions and conditions upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth. In addition, Glen Valley, L.L.C., has joined in this Declaration for purposes of consenting to the provisions of this Declaration affecting Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and future phases of the Glen Valley Estates development.

1. **(LAND USE AND BUILDING TYPE; YARDS)** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. **(DWELLING SIZE)** For Lots 148 through 186, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1400 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story shall not be less than 1700 square feet. Finished areas do not include unheated porches or garages.

3. **(GARAGES)** A private two (2) stall garage (minimum) is to be constructed at the time of erection of the dwelling.

4. **(FENCES)** No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. **(RECREATIONAL VEHICLES)** Boats, trailers, campers, motor homes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. **(EXTERIOR MATERIALS; DRIVEWAYS)** The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the residence constructed on the lot.

7. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and Glen Valley Estates No. 4 is hereby established by Bosgraaf and Glen Valley, L.L.C., to be composed of Jerry Baker, or his personal representative, successors, assigns or designees or such other person or persons as may be designated by Bosgraaf and Glen Valley, L.L.C. (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. **(SOIL REMOVAL)** All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of Bosgraaf, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere Bosgraaf shall designate.

9. **(ANIMALS)** No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of Bosgraaf and Glen Valley, L.L.C.

10. **(TERMS OF CONSTRUCTION)** Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. **(DESIGNATED BUILDER)** All construction must be done by a professional builder, approved in writing by Bosgraaf and Glen Valley, L.L.C., its successors, assigns or designees.

12. **(SIDEWALKS)** The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied.

Notwithstanding the foregoing, all sidewalks within Phase 2 (being Lots 65 through 92) shall be completed before the occupancy of the dwelling on the lot.

13. **(LANDSCAPING AND MAINTENANCE)** One tree with a minimum one inch caliper and of a variety approved by Bosgraaf and Glen Valley, L.L.C. will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. **(ENFORCEMENT)** The provisions of this Declaration shall be enforceable only by Bosgraaf, by any owner of any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or by the Association described in Paragraph 19, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. **(OFFENSIVE ACTIVITIES)** No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

16. **(SEVERABILITY)** Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. **(RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION)** In addition to this Declaration, the Plat is subject to a separate Declaration of Building and Land Use Restrictions Required by Governmental Agencies for Glen Valley Estates No. 5 recorded as Instrument No. 20030917-0186378, Kent County Records.

18. **(DURATION)** The covenants and restrictions contained in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is 25 years after the on Phase 1 Declaration was recorded) after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or Glen Valley Estates No. 4 agree to change said covenants and restrictions in the whole or part.

19. **(PROPERTY OWNERS' ASSOCIATION)** The Glen Valley, L.L.C. has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the "Association") as an association of the lot owners in the Plat and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to the Plat. All lot owners in the Plat and the Business Center shall automatically become members of the Association. At

whatever time in the future it may deem fit to do so, Developer and Glen Valley, L.L.C. may turn over and delegate its authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

20. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and the Business Center (of any expanded portion of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or the Business Center) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by Bosgraaf and Glen Valley, L.L.C. except to the extent such authority is delegated to the Association. Bosgraaf and Glen Valley, L.L.C. and the Association, with the consent of Bosgraaf and Glen Valley, L.L.C., shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

21. (DUES AND ASSESSMENTS) Bosgraaf and Glen Valley, L.L.C. and the Association, with the consent of Bosgraaf and Glen Valley, L.L.C., may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including Bosgraaf and Glen Valley, L.L.C.) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which Bosgraaf and Glen Valley, L.L.C. anticipates developing in subsequent phases of the Plat (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. All such assessments may be levied on such a periodic basis as Bosgraaf and Glen Valley, L.L.C. and/or the Association shall determine and may be based on the Association's and/or Bosgraaf and Glen Valley, L.L.C.'s reasonable estimation of the costs and expenses to be incurred during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by Bosgraaf and Glen Valley, L.L.C. and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

22. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by the Association and/or Bosgraaf and Glen Valley, L.L.C. with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults

in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association and/or Bosgraaf and Glen Valley, L.L.C. in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or Bosgraaf and Glen Valley, L.L.C. from a lot owner under this Declaration shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or Bosgraaf and Glen Valley, L.L.C. may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association and Bosgraaf and Glen Valley, L.L.C. the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association and Bosgraaf and Glen Valley, L.L.C. are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association and/or Bosgraaf and Glen Valley, L.L.C. to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY BOSGRAAF, GLEN VALLEY, L.L.C. OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his lot is delinquent and that the Association and/or Bosgraaf and Glen Valley, L.L.C. may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association and/or Bosgraaf and Glen Valley, L.L.C. that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or Bosgraaf and Glen Valley, L.L.C. may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or Bosgraaf and

Glen Valley, L.L.C. elect to foreclose the lien by advertisement, the Association and/or Bosgraaf and Glen Valley, L.L.C. shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association and/or Bosgraaf and Glen Valley, L.L.C., as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or Bosgraaf and Glen Valley, L.L.C. to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

23. **(CONNECTION TO PUBLIC WATER SYSTEM).** The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

24. **(SCOPE)** The terms and conditions of this Declaration shall only apply to the Plat, Glen Valley Estates, Glen Valley Estate No. 2, Glen Valley Estates No. 3 and Glen Valley Estates No. 4 and shall not apply to any land or premises adjacent thereto and owned by Bosgraaf or Glen Valley, L.L.C.. However, Bosgraaf and Glen Valley, L.L.C. reserve the right by amendment to this Declaration to include any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or Glen Valley Estates No. 4 under the terms of this Declaration.

25. **(AMENDMENT)** This Declaration may be amended: a) by Bosgraaf and Glen Valley, L.L.C. alone as provided in Paragraph 24, above; or b) by an instrument duly executed by Bosgraaf, Glen Valley, L.L.C. and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or Glen Valley Estates No. 4 who are not affiliated with Bosgraaf or Glen Valley, L.L.C., provided, however, the signatures of Bosgraaf and Glen Valley, L.L.C. shall not be required to the extent that the required signator no longer owns any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 or Glen Valley Estates No. 4 and has assigned or delegated its authority under this Declaration to the Association. Any such amendment shall be effective upon the recording of such instrument with the Kent County Register of Deeds.

26. **(AMENDMENT OF GLEN VALLEY ESTATE DECLARATION)** The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded

December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C. under Paragraph 26 of the Phase 1 Declaration, an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C. under Paragraph 25 of the Phase 2 Declaration, an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "Phase 3 Declaration") and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 4 dated July 26, 2002 and recorded July 26, 2002 in Liber 6154, pages 1222 through 1230, Kent County Records (the "Phase 4 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C. under Paragraph 24 of the Phase 4 Declaration. Therefore, the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration and the Phase 4 Declaration are hereby deemed amended to include Lots 148 through 189 of the Plat and the rights and benefits and obligations and burdens of the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration and the Phase 4 Declaration shall apply equally to Lots 1 through 64 of Glen Valley Estates, Lots 65 through 92 of Glen Valley Estates No. 2, Lots 93 through 114 of Glen Valley Estates No. 3, Lots 115 through 147 of Glen Valley Estates No. 5 and Lots 148 through 189 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration, the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration or the Phase 4 Declaration shall be deemed to refer to lots and lot owners in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3 and Glen Valley Estates No. 4. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration or the Phase 4 Declaration, the provisions of this Declaration shall prevail.

27. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by Bosgraaf and Glen Valley, L.L.C. until such time as this authority is turned over to the Association.

28. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 16th day of October, 2003.

BOSGRAAF BUILDERS, INC.

By [Signature]
Michael Bosgraaf
Its President

BBZ II, L.L.C.

By [Signature]
Robert Bradeweg
Its Member

GLEN VALLEY L.L.C., a Michigan
limited liability company

By [Signature]
Jerry Baker, Member

ACKNOWLEDGMENT

STATE OF MICHIGAN)

)ss

COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of October, 2003, by Michael Bosgraaf, the President of Bosgraaf Builders, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]
Robert O. Huizenga
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of October, 2003 by Robert Bredeweg, a Member of BBZ II, L.L.C., a Michigan limited liability company, on behalf of the company.

Robert A. Haysen
Robert A. Haysen
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of October, 2003 by Jerry Baker, a Member of Glen Valley L.L.C., a Michigan limited liability company, on behalf of the company.

Robert A. Haysen
Robert A. Haysen
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

Prepared by and when recorded return to:

Robert W. Scott
Miller, Johnson, Snell & Cumiskey, P.L.C.
Suite 800
250 Monroe NW
Grand Rapids, Michigan 49503
616/831-1700

DECLARATION OF BUILDING AND USE RESTRICTIONS
FOR GLEN VALLEY ESTATES NO. 6

BOSGRAAF BUILDERS, INC., a Michigan corporation, of 301 Douglas Avenue, Holland, Michigan 49424 ("Bosgraaf") and **GLEN VALLEY, L.L.C.**, a Michigan limited liability company, of 4380 Brockton Drive SE, Suite #1, Grand Rapids, Michigan 49512 ("Glen Valley, L.L.C.") being the land contract buyer and seller, respectively, of the following described land (the "Plat"):

Lots 190 through 221, inclusive, GLEN VALLEY ESTATES NO. 6, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, recorded as Instrument No. 20060613-0067211, Kent County Records;

desire to impose certain protective covenants, restrictions and conditions on the Plat, for the purposes of insuring the use of the lots in the Plat 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 lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed uses of his property than is necessary to insure the same advantages to other lot owners.

The parties acknowledge that Glen Valley, L.L.C., has previously established Glen Valley Estates, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 1 through 64 ("Glen Valley Estates"), Glen Valley Estates No. 2, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 65 through 92 ("Glen Valley Estates No. 2"), Glen Valley Estates No. 3, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 93 through 114 ("Glen Valley Estates No. 3") and Glen Valley Estates No. 4, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 115 through 147 ("Glen Valley Estates No. 4"). In addition, Bosgraaf has previously established Glen Valley Estates No. 5, Section 20, T5N, R10W, Village of Caledonia, Kent County, Michigan, according to the recorded plat thereof, which contains Lots 148 through 189 ("Glen Valley Estates No. 5"). The recording of the Plat by Bosgraaf constitutes Phase 6 of the residential development. In addition, the recording of this Declaration constitutes an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2

Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "**Phase 3 Declaration**"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 4 dated July 26, 2002 and recorded July 26, 2002 in Liber 6154, pages 1222 through 1230, Kent County Records (the "**Phase 4 Declaration**") and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 5 dated October 16, 2003 and recorded October 17, 2003 as Instrument No. 20031017-0212440, Kent County Records (the "**Phase 5 Declaration**"), the provisions of which are hereby incorporated by this reference except to the extent inconsistent with the provisions of this Declaration. (See Paragraph 26, below.)

Therefore, Bosgraaf and Glen Valley, L.L.C., hereby covenant and agree to impose the following protective covenants, restrictions and conditions upon the use of the lots in the Plat, which protective covenants, restrictions and conditions shall be binding for a period of time as hereinafter set forth. In addition, Glen Valley, L.L.C., has joined in this Declaration for purposes of consenting to the provisions of this Declaration affecting Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and future phases of the Glen Valley Estates development.

1. **(LAND USE AND BUILDING TYPE; YARDS)** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling. No houses already constructed, shall be moved onto the Plat. No building shall be located nearer to the front lot line than 30 feet. Any side yard must be at least 7 feet minimum and the total for both side yards must be at least 15 feet; the rear yard must be not less than 40 feet.

2. **(DWELLING SIZE)** For Lots 190 through 221, the minimum floor area for ranch, bi-level or tri-level designs shall not be less than 1400 square feet on the main floor area or two (2) levels as in a tri-level. A 1½ or 2 story shall not be less than 1700 square feet. Finished areas do not include unheated porches or garages.

3. **(GARAGES)** A private two (2) stall garage (minimum) is to be constructed at the time of erection of the dwelling.

4. **(FENCES)** No fence may be placed in front of the home. For corner lots, the fence may not be placed closer to the road than the closest part of the home.

5. **(RECREATIONAL VEHICLES)** Boats, trailers, campers, motor homes or other R.V.'s may not be left in the driveway or the street for more than 48 hours in a seven (7) day period. If located on the property for any longer period of time, the above-mentioned items must be positioned not less than two (2) feet behind the home or garage.

6. **(EXTERIOR MATERIALS; DRIVEWAYS)** The exterior walls of buildings shall be of wood, brick, aluminum, vinyl, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles will be permitted. Only new materials shall be used in house construction. All driveways, driving approaches and off-street parking areas shall be surfaced with asphalt, bituminous or concrete paving prior to occupancy of the

residence constructed on the lot.

7. **(ARCHITECTURAL CONTROL)** An Architectural Control Committee for the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and Glen Valley No. 5 is hereby established by Bosgraaf and Glen Valley, L.L.C., to be composed of Jerry Baker, or his personal representative, successors, assigns or designees or such other person or persons as may be designated by Bosgraaf and Glen Valley, L.L.C., (the "ACC"). No improvement of any kind, including, without limitation, any building, structure, fence, wall, television or radio antenna, mailbox, above ground electrical or utility service, swimming pool, tennis court, landscape devise or object or other improvement, shall be constructed, erected, made, placed or maintained upon any lot in the Plat, nor shall any exterior addition or alteration be made in any such improvement, until the plans and specifications showing the nature, kind, shape, heights, colors, materials and locations of the improvement have been submitted to and approved in writing by the ACC as to harmony of external design and location in relation to surrounding structures and topography. Prior to approval, each lot owner shall submit to the ACC a detailed site development plan, including a landscaping plan, construction plans and specifications and an exterior finish plan including all materials and colors. ACC shall have thirty (30) days after the submittal of all such information to approve or disapprove of such plans. In addition, prior to commencement of construction, each lot owner shall provide the ACC with not less than five (5) days prior notice of a date and time when the lot will be staked showing the location of all improvements and may be viewed by the ACC for purposes of approval or disapproval. The ACC's approval shall not be unreasonably withheld and, if any proposed improvement is not approved, the ACC shall advise the lot owner of the changes needed to obtain approval. Any approval which is granted shall expire if construction of the improvement has not been commenced within twelve (12) months after the approval is given.

The ACC may, upon a showing of practical difficulties, grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration.

8. **(SOIL REMOVAL)** All soil to be removed from any lot in the Plat, either in grading or excavation, shall, if desired by it, become the property of Bosgraaf, and when removed shall be dumped by any person so removing said soil, and at his expense, at such place or places upon the Plat or elsewhere Bosgraaf shall designate.

9. **(ANIMALS)** No animals shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept without written permission of Bosgraaf and Glen Valley, L.L.C.

10. **(TERMS OF CONSTRUCTION)** Construction, once started on a building site, must be completed within eight (8) months and the landscaping of the site must be completed within twelve (12) months of the completion of the building.

11. **(DESIGNATED BUILDER)** All construction must be done by a professional builder, approved in writing by Bosgraaf and Glen Valley, L.L.C., its successors, assigns or designees.

12. **(SIDEWALKS)** The construction of sidewalks across the frontage of each lot is the responsibility of the lot buyer and must be completed before the house is occupied. Notwithstanding the foregoing, all sidewalks within Phase 2 (being Lots 65 through 92) shall be completed before the occupancy of the dwelling on the lot.

13. **(LANDSCAPING AND MAINTENANCE)** One tree with a minimum one inch caliper and of a variety approved by Bosgraaf and Glen Valley, L.L.C., will be planted on the parkway of each lot by the owner of the lot not later than the date of completion of the house. All lawn areas of lots and landscaping are to be properly maintained.

14. **(ENFORCEMENT)** The provisions of this Declaration shall be enforceable only by Bosgraaf, by any owner of any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley No. 5, and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley No. 5 or by the Association described in Paragraph 19, below, and by their respective successors or assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. **(OFFENSIVE ACTIVITIES)** No immoral, unlawful or offensive activities shall be carried on any lot or within the Plat, nor shall anything be done which may be or become a nuisance to the other lot owners, nor shall any unreasonably noisy activity be carried on any lot or within the Plat.

16. **(SEVERABILITY)** Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. **(RESTRICTIONS IMPOSED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSION)** In addition to this Declaration, the Plat is subject to a separate Declaration of Building and Land Use Restrictions Required by Governmental Agencies for Glen Valley Estates No. 6 recorded as Instrument No. 20060613-0067212, Kent County Records.

18. **(DURATION)** The covenants and restrictions contained in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until December 12, 2019 (the date which is 25 years after the on Phase 1 Declaration was recorded) after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then lot owners recorded in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley Estates No. 5 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley Estates No. 5 agree to change said covenants and restrictions in the whole or part.

19. **(PROPERTY OWNERS' ASSOCIATION)** The Glen Valley, L.L.C., has established the Glen Valley Property Owners' Association as a Michigan non-profit corporation (the

"Association") as an association of the lot owners in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley Estates No. 5 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley Estates No. 5 and lot owners in Glen Valley Business Center (the "Business Center") located immediately adjacent to Glen Valley Estates. All lot owners in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley Estates No. 5 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley Estates No. 5 and the Business Center shall automatically become members of the Association. At whatever time in the future it may deem fit to do so, Developer and Glen Valley, L.L.C., may turn over and delegate their authority under this Declaration to the Association. The mere establishment of the Association shall not, however, constitute such a delegation.

20. (COMMON AREAS AND IMPROVEMENTS; RULES AND REGULATIONS) All decisions concerning the development, use, maintenance and repair of those areas and improvements within the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley No. 5 and the Business Center (and of any expanded portion of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley Estates No. 5 or the Business Center) dedicated or reserved for the private use and enjoyment of lot owners, including, without limitation, the boulevard in Glengarry Drive, the entrance signs and related improvements, the berm located on the south side of Glengarry Drive within the Business Center, the sidewalk between Lots 15 and 16 of Glen Valley Estates and other similar areas and improvements (the "Common Areas and Improvements") shall be made by Bosgraaf and Glen Valley, L.L.C., except to the extent such authority is delegated to the Association. Bosgraaf and Glen Valley, L.L.C., and the Association, with the consent of Bosgraaf and Glen Valley, L.L.C., shall each have the authority to establish and enforce reasonable rules and regulations governing the development, use, maintenance and repair of the Common Areas and Improvements.

21. (DUES AND ASSESSMENTS) Bosgraaf and Glen Valley, L.L.C., and the Association, with the consent of Bosgraaf and Glen Valley, L.L.C., may establish reasonable dues and assessments which shall be paid upon request by all lot owners (including Bosgraaf and Glen Valley, L.L.C.) on a per lot basis in order to pay any reasonable maintenance, repair and/or replacement costs for the Common Areas and Improvements, future taxes and assessments that may be levied by any state or municipal authority affecting the Common Areas and Improvements, and any other reasonable costs and expenses of the Association. [For this purpose, the lots which Bosgraaf and Glen Valley, L.L.C., anticipates developing in subsequent phases of the Plat (the "Undeveloped Lots") shall be included in determining the per lot shares.] The share of each lot owner shall be determined by dividing the number of lots owned by each lot owner by the total number of lots owned by all lot owners (including the Undeveloped Lots) and multiplying that fraction by the total cost, taxes and/or assessment to be paid or incurred; PROVIDED, HOWEVER, the owners of lots in the Business Center shall not have any responsibility for costs or expenses for Common Areas and Improvements located entirely within the Plat and outside the boundaries of the Business Center. All such assessments may be levied on such a periodic basis as Bosgraaf and Glen Valley, L.L.C., and/or the Association shall determine and may be based on the Association's and/or Bosgraaf's and Glen Valley, L.L.C.'s reasonable estimation of the costs and expenses to be incurred.

during the ensuing year. In addition, each lot owner, upon the closing of his or her purchase of a lot, will be required to pay to the Association the sum of \$100.00 to establish a maintenance, repair and replacement fund (the "Maintenance Fund"). The Maintenance Fund and any interest earned on the fund shall be used for the payment of the share of the maintenance, repair and replacement of Common Areas and Improvements allocable to lots which have been sold by Bosgraaf and Glen Valley, L.L.C., and for other costs and expenses of the Association. Consequently, it is anticipated that the Maintenance Fund will substantially reduce or eliminate the need for periodic assessments.

22. (COLLECTION OF ASSESSMENTS) Each lot owner shall be personally liable for all assessments levied by the Association and/or Bosgraaf and Glen Valley, L.L.C., with regard to his lot during the time he has any ownership interest in each lot. If any lot owner defaults in paying any assessments, interest at the rate of seven percent (7%) per annum shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors of the Association and/or Bosgraaf and Glen Valley, L.L.C., in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a lot may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments and any other amount due the Association and/or Bosgraaf and Glen Valley, L.L.C., from a lot owner under this Declaration shall constitute a lien upon the lot prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association and/or Bosgraaf and Glen Valley, L.L.C., may enforce collection of delinquent assessments or other amount due by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each lot owner, and every other person, except for a first mortgagee, who from time to time has any interest in the lot, shall be deemed to have granted to the Association and Bosgraaf and Glen Valley, L.L.C., the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association and Bosgraaf and Glen Valley, L.L.C., are hereby granted what is commonly known as a "power of sale." Each lot owner and every other person, except a first mortgagee, who from time to time has any interest in the lot shall be deemed to have authorized and empowered the Association and/or Bosgraaf and Glen Valley, L.L.C., to sell or to cause to be sold at public auction the lot with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH LOT OWNER ACKNOWLEDGES THAT WHEN HE ACQUIRED TITLE TO HIS LOT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY BOSGRAAF, GLEN VALLEY, L.L.C., OR THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT LOT. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until ten (10) days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent lot owner at his last known address, of a written notice that an assessment, or any part thereof, levied against his

lot is delinquent and that the Association and/or Bosgraaf and Glen Valley, L.L.C., may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. A written affidavit of an authorized representative of the Association and/or Bosgraaf and Glen Valley, L.L.C., that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (d) the legal description of the subject lot, and (e) the name of the lot owner of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Kent County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the ten (10) day period, the Association and/or Bosgraaf and Glen Valley, L.L.C., may take such remedial actions as may be available to it hereunder or under Michigan law. In the event the Association and/or Bosgraaf and Glen Valley, L.L.C., elect to foreclose the lien by advertisement, the Association and/or Bosgraaf and Glen Valley, L.L.C., shall so notify the lot owner, and shall inform him that he may request a judicial hearing by bringing suit against the Association and/or Bosgraaf and Glen Valley, L.L.C., as the case may be. The expenses incurred in collecting unpaid assessments or other amounts due, including interest, costs, reasonably attorney's fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association and/or Bosgraaf and Glen Valley, L.L.C., to protect its lien, shall be secured by the lien on the subject lot. In addition, a lot owner who is in default in the payment of assessments shall not be entitled to vote at any meeting of the Association so long as the default continues.

If the holder of a first mortgage on a lot obtains title to the lot by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the lot which became due prior to the acquisition of title to the lot by such person; provided, however, that such unpaid assessments shall be deemed to be expenses collectible from all of the lot owners, including such person, its successors and assigns, and that all assessments chargeable to the lot subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all lot owners.

23. (CONNECTION TO PUBLIC WATER SYSTEM). The owner of each lot in the Plat shall, upon construction of a habitable structure on such lot, connect the lot and structure to the public water system serving the Plat.

24. (SCOPE) The terms and conditions of this Declaration shall only apply to the Plat, Glen Valley Estates, Glen Valley Estate No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and Glen Valley Estates No. 5 and shall not apply to any land or premises adjacent thereto and owned by Bosgraaf or Glen Valley, L.L.C. However, Bosgraaf and Glen Valley, L.L.C., reserve the right by amendment to this Declaration to include any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley No. 5 under the terms of this Declaration.

25. (AMENDMENT) This Declaration may be amended: a) by Bosgraaf and Glen Valley, L.L.C., alone as provided in Paragraph 24, above; or b) by an instrument duly executed by Bosgraaf, Glen Valley, L.L.C., and not less than two-thirds (2/3) of the then owners of lots in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley No. 5 and any expanded portion or phase of the Plat, Glen Valley Estates, Glen

Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley No. 5 who are not affiliated with Bosgraaf or Glen Valley, L.L.C., provided, however, the signatures of Bosgraaf and Glen Valley, L.L.C., shall not be required to the extent that the required signator no longer owns any lot in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4, Glen Valley No. 5 or any expanded portion or phase of the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 or Glen Valley No. 5 and has assigned or delegated its authority under this Declaration to the Association. Any such amendment shall be effective upon the recording of such instrument with the Kent County Register of Deeds.

26. (AMENDMENT OF GLEN VALLEY ESTATE DECLARATION) The execution and recording of this Declaration shall constitute an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates dated December 7, 1994 and recorded December 12, 1994 in Liber 3582, pages 872 through 885, Kent County Records (the "Phase 1 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C., under Paragraph 26 of the Phase 1 Declaration, an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 2 dated April 24, 1997 and recorded June 6, 1997 in Liber 4076, pages 1312 through 1327, Kent County Records (the "Phase 2 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C., under Paragraph 25 of the Phase 2 Declaration, an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 3 dated October 28, 1999 and recorded November 1, 1999 in Liber 4895, pages 1164 through 1172, Kent County Records (the "Phase 3 Declaration"), an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 4 dated July 26, 2002 and recorded July 26, 2002 in Liber 6154, pages 1222 through 1230, Kent County Records (the "Phase 4 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C., under Paragraph 24 of the Phase 4 Declaration and an amendment of the Declaration of Building and Use Restrictions for Glen Valley Estates No. 5 dated October 16, 2003 and recorded October 17, 2003 as Instrument No. 20031017-0212440, Kent County Records (the "Phase 5 Declaration") pursuant to the rights reserved to the Glen Valley, L.L.C., under Paragraph 24 of the Phase 5 Declaration. Therefore, the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, the Phase 4 Declaration and the Phase 5 Declaration are hereby deemed amended to include Lots 190 through 221 of the Plat and the rights and benefits and obligations and burdens of the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, the Phase 4 Declaration and the Phase 5 Declaration shall apply equally to Lots 1 through 64 of Glen Valley Estates, Lots 65 through 92 of Glen Valley Estates No. 2, Lots 93 through 114 of Glen Valley Estates No. 3, Lots 115 through 147 of Glen Valley Estates No. 4, Lots 148 through 189 of Glen Valley Estates No. 5 and Lots 190 through 221 of the Plat. All references to "lots" and "lot owners" (whether plural or singular) in either this Declaration, the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, the Phase 4 Declaration or the Phase 5 Declaration shall be deemed to refer to lots and lot owners in the Plat, Glen Valley Estates, Glen Valley Estates No. 2, Glen Valley Estates No. 3, Glen Valley Estates No. 4 and Glen Valley Estates No. 5. However, to the extent the provisions of this Declaration conflict with the provisions of the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, the Phase 4 Declaration or the Phase 5 Declaration, the provisions of this Declaration shall prevail.

27. (SIGNS AND OTHER IMPROVEMENTS) All decisions regarding the installation, maintenance, repair and/or replacement of signs and other improvements within the public rights of way within the Plat shall be made by Bosgraaf and Glen Valley, L.L.C., until such

time as this authority is turned over to the Association.

28. (NOTICES) All notices given or required under this Declaration shall be in writing and mailed by certified mail, return receipt, requested, to the party or persons to be notified at his last known address.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Building and Use Restrictions as of the 19th day of June, 2006.

BOSGRAAF BUILDERS, INC.

By

Michael L. Bosgraaf

Its

President

GLEN VALLEY L.L.C., a Michigan
limited liability company

By

Jerry Baker, Member

ACKNOWLEDGMENT

STATE OF MICHIGAN)

Ottawa) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by Michael L. Bosgraaf the President of Bosgraaf Builders, Inc., a Michigan corporation, on behalf of the corporation.

Kathy S. Vandenberg

Notary Public, Kent County, Michigan

My Commission Expires: _____

KATHY S. VANDENBERG

NOTARY PUBLIC

OTTAWA COUNTY, MICHIGAN

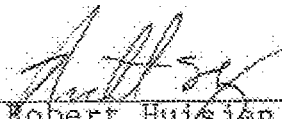
MY COMMISSION EXPIRES SEPTEMBER 8, 2008

acting in Ottawa County

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 19th day of June, 2006 by Jerry Baker, a Member of Glen Valley L.L.C., a Michigan limited liability company, on behalf of the company.



Robert Huisjen
Notary Public, Kent County, Michigan
My Commission Expires: July 9, 2006

Prepared by and when recorded return to:
Robert W. Scott
Miller Johnson
250 Monroe NW, Suite 800
Grand Rapids, Michigan 49503
616/831-1700

Caledonia Farmers Elevator

O

Rezone

T

H

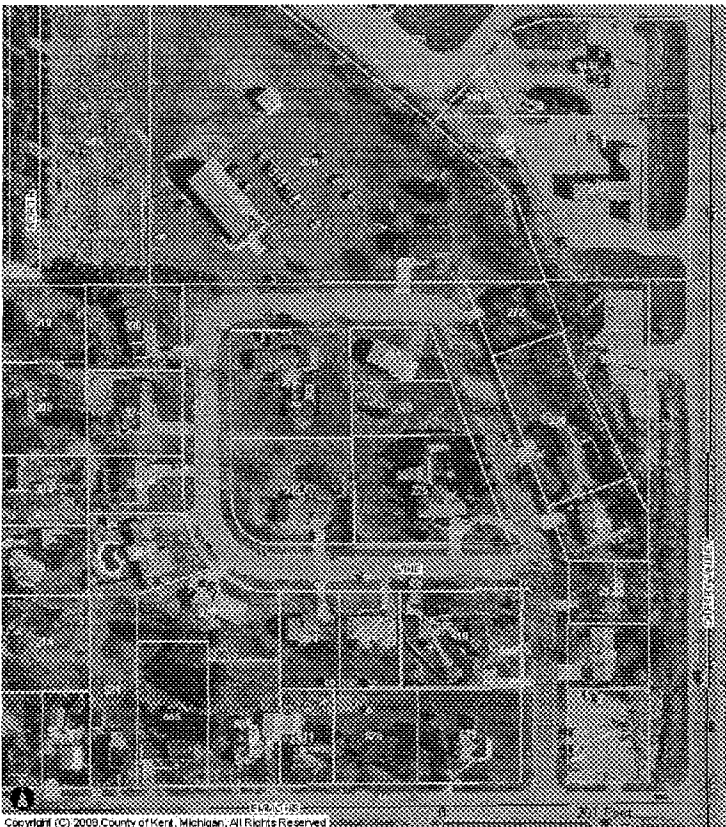
Caledonia Community Schools

E

Rezone

R

Vine Street Covenants



VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

At a regular meeting of the Village Council of the Village of Caledonia, held at the Township and Village Hall, Caledonia, Michigan, on the 14th day of February, 1994, at 7:00 p.m.

Present: Anteski, Bernesi, Erskine, Kolder, Soules
Klauser
Absent: none

The following Ordinance was offered by Soules and supported by Anteski.

**AN ORDINANCE to amend the Zoning Ordinance
of the Village of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS: 94-12

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof so as to rezone the following described lands from the R-2 Medium Density Single Family District to the C-1 Neighborhood Business District:

Commencing at a point 295.72 feet South and 381.52 feet East of the Southwest corner of Kinsey's Plat of the Village of Caledonia Station, a recorded plat, thence North 147.22 feet, thence East to the Southwesterly line of Kinsey Street, thence Southeasterly along said street line to a point due East of the point of beginning, thence West to the point of beginning, except commencing at a point on the Southerly line of Kinsey Street in the

Section 2. This Ordinance shall become effective upon its publication or the publication of a summary thereof in a newspaper of general circulation within the Village of Caledonia.

~~Nays:~~ Crispin Abstained

Suzellen Cherry
Village Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Jaqueline Cherry
Village Clerk

VILLAGE OF CALEDONIA

COUNTY OF KENT, MICHIGAN

At a meeting of the Village Council of the Village of Caledonia, Kent County, Michigan, held at the Township and Village Hall, Maple Street, Caledonia Michigan, on the 12th day of April, 1993.

Present: Berenisi, Crokin, Kiddle, Leckie,
Absent: Claver, Soules, Shook & Cherry

The following ordinance was offered by Kiddle
and seconded by Soules:

**AN ORDINANCE to amend the Zoning
Ordinance of the Township of Caledonia**

THE VILLAGE OF CALEDONIA ORDAINS: 93-22

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amending of Section 4.2 thereof so as to rezone the following described lands from the A Agricultural District under the Township of Caledonia Zoning Ordinance (as to that part of said lands formerly located within said Township) and from the AG Agricultural District under the Village of Caledonia Zoning Ordinance (as to the remaining portion of said lands) to the R-1 Low Density Single Family District:

That part of the West 1/2 of Section 20 and
that part of Section 29, described as

beginning at the West 1/4 corner of Section 20; thence N00°37'36"E 33.0 feet along the West line of the NW/4 of Section 20; thence N88°40'43"E 2632.51 feet along a line which is 33 feet Northerly of and parallel with the South line of said NW/4; thence S00°17'09"W 33.0 feet along the East line of said NW/4 to the center of Section 20; thence S00°17'49"W 2623.0 feet along the East line of the SW/4 of Section 20 to the North 1/4 corner of Section 29; thence S00°21'48"E 595.00 feet along the East line of the NW/4, Section 29; thence S88°12'19"W 747.52 feet parallel with the North line of said NW/4; thence S00°21'48"E 1310.785 feet to a point on the Northeasterly line of a former railroad right-of-way; thence S41°30'40"E 1364.40 feet along said Northeasterly line; thence S89°00'W 131.53 feet along the Northerly line of Main Street (66 feet wide); thence N41°30'40"W 2127.23 feet along the Southwesterly line of the former railroad right-of-way; thence S88°40'09"W 981.67 feet along the South line of the NW/4 NW/4 of Section 29 to a point which is 297 East of the West line of the NW/4 of Section 29; thence N00°00'E 231.0 feet parallel with said West line; thence S88°40'09"W 97.0 feet; thence N00°00'E 100.0 feet; thence S88°40'09"W 200.0 feet; thence N00°00'E 882.27 feet along the West line of the NW/4 of Section 29; thence N88°12'19"E 270.16 feet; thence N41°30'40"W 121.62 feet along the Southwesterly line of the former railroad right-of-way; thence S88°12'19"W 45.50 feet along the South line of the SW/4 of Section 20; thence N41°30'40"W 214.17 feet along the Southwesterly line of the former railroad right-of-way; thence N00°41'40"E 148.86 feet along the West line of the SW/4 of Section 20; thence S41°30'40"E 407.50 feet along the Northeasterly line of the former railroad right-of-way; thence N88°12'19"E 1068.38 feet along the South line of the SW/4 of Section 20; thence N00°29'48"E 2338.10 feet along a line which is 16.5 feet Easterly

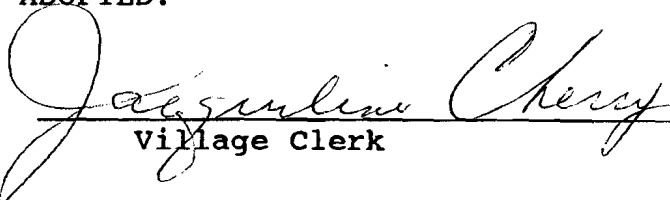
of and parallel with the West line of the E/2 SW/4 of Section 20 to a point which is 296 feet Southerly from the North line of said SW/4; thence N88°40'43"E 420.0 feet parallel with the North line of said SW/4; thence N00°29'48"E 263.0 feet; thence S88°40'43"W 280.0 feet; thence N01°19'17"W 5.0 feet; thence S88°40'43"W 58.0 feet; thence S01°19'17"E 5.0 feet; thence S88°40'43"W 1414.97 feet; thence N00°41'40"E 33.0 feet along the West line of Section 20 to the place of beginning, Town 5 North, Range 10 West, Village of Caledonia, Kent County, Michigan.

Section 2. This ordinance shall become effective upon the publication of a summary of its provisions in a local newspaper of general circulation.

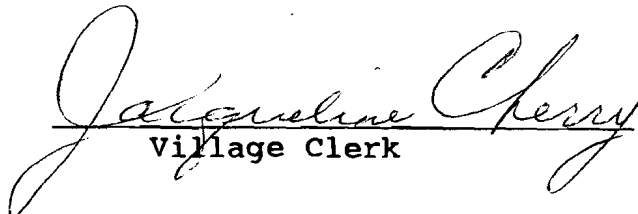
AYES: All

NAYS: none

ORDINANCE DECLARED ADOPTED.


Village Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.


Village Clerk

CONENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS

ON

MARTIN ADDITION

PREAMBLE

WHEREAS SAID ORRIE MARTIN AND DORTHY MARTIN, HIS WIFE, HAVE CAUSED ALL THE LAND NOW COMPRISED WITHIN SAID MARTIN ADDITION IN CALEDONIA VILLAGE, KENT COUNTY, MICHIGAN, TO BE PLATTED AS THE MARTIN ADDITION AND HAVE CAUSED SAID PLAT TO BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KENT COUNTY, MICHIGAN, AND

WHEREAS THE PARTIES HERETO, BEING THE OWNERS IN FEE OF ALL OF THE LOTS EMBRACED IN SAID MARTIN ADDITION, DESIRE TO RESTRICT THE USE AND ENJOYMENT OF SAID PREMISES DO IMPOSE ON EACH LOT OF SAID PLAT, THE COVENANTS AND RESTRICTIONS HEREINAFTER SET FORTH, WHICH COVENANTS ARE TO RUN WITH THE LAND AND BIND THE OWNERS AND OCCUPANTS OF SUCH PROPERTIES FOR SUCH TIME AS IS HEREIN PROVIDED:

1.

ALL OF THE PLATTED LOTS IN SAID MARTIN ADDITION SHALL BE USED FOR ONLY PRIVATE RESIDENCE PURPOSES.

2.

THAT THE PURPOSE OF THESE COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS IS TO INSURE THE USE OF THE ENTIRE PLAT OF MARTIN ADDITION FOR RESIDENTIAL PURPOSES ONLY AND TO PRESERVE AND IMPROVE THE ATTRACTIVE FEATURES OF THE PROPERTY AND COMMUNITY AND TO SECURE TO EACH PROPERTY 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 LOT OWNERS.

3.

THAT THE AREA OF APPLICATION OF SAID COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS SHALL INCLUDE EACH AND EVERY LOT IN SAID MARTIN ADDITION.

4.

NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED ONE AND ONE-HALF STORIES IN HEIGHTS, AND A PRIVATE GARAGE, AND NO RESIDENTIAL STRUCTURE SHALL BE ERECTED OR PLACED ON ANY BUILDING LOT, WHICH PLOT HAS A WIDTH AND DEPTH LESS THAN THAT SHOWN ON THE RECORDED PLAT.

-NEXT PAGE-

5.

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY BREEZEWAYS, OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1,000 SQUARE FEET.

6.

IN NO EVENT SHALL ANY BUILDING OR ANY PORTION THEREOF BE LOCATED ON ANY LOT NEARER THAN 40 FEET TO THE FRONT LOT LINE, AND FRONT LOT LINE IS HEREBY DEFINED AS THAT WHICH FRONTS ON A NORTH AND SOUTH STREET. NO BUILDING OR PORTION THEREOF SHALL BE LOCATED NEARER THAN 7 FEET TO AN INTERIOR LOT LINE EXCEPT THAT ANY GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED 30 FEET, OR MORE, FROM THE MINIMUM BUILDING SETBACK LINE MAY BE LOCATED WITHIN 2 FEET OF ANY INTERIOR LOT LINE.

7.

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

8.

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.

9.

THE EXTERIOR WALLS OF ANY HOUSE ERECTED ON ANY OF THE LOTS IN SAID PLAT MUST CONTAIN A MINIMUM OF 15% OF BRICK OR STONE, EXCLUSIVE OF CHIMNEY OR FIREPLACE CONSTRUCTION.

10.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 35 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

11.

THE TOP OF THE BASEMENT WALLS OF ANY HOUSE ERECTED ON THE LOTS CONTAINED IN THE SAID PLAT SHALL BE A MINIMUM OF 1 FOOT ABOVE THE STREET LEVEL IN FRONT OF SAID HOUSE.

12.

ALL DWELLINGS IN THIS SUBDIVISION SHALL BE ERECTED SO AS TO PROVIDE UNIFORMITY OF SAID DRIVE LOCATIONS AND A MINIMUM DISTANCE OF NOT LESS THAN 14 FEET BETWEEN DWELLINGS.

-NEXT PAGE-

13.

ENFORCEMENTS SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

14.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SIGNED: ORRIE MARTIN
DORTHY MARTIN.

ACKNOWLEDGED: MARCH 1, 1956.

RECORDED, MARCH 20, 1956,

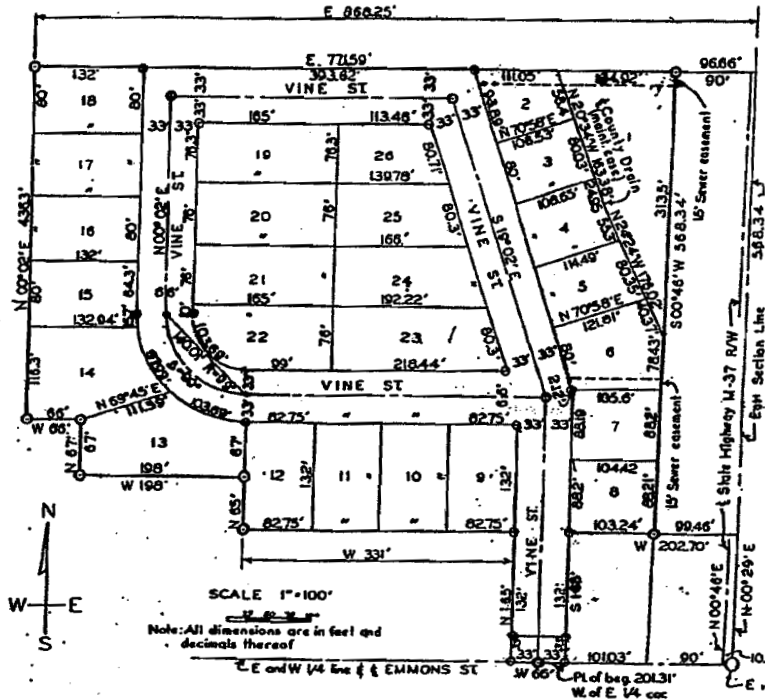
LIBER 1761 OF DEEDS, PAGE 176.

MARTIN ADDITION
VILLAGE OF CALEDONIA, MICHIGAN
SECTION 29 T5N R10W
CALEDONIA TOWNSHIP, KENT COUNTY
JUNE 1955

EXAMINED AND
 Date JAN 1 1956

John P. ...
 V. Sec. ...
...

Lot 16 & S 40 ft
 of Lot 17



COUNTY TREASURER'S CERTIFICATE C-17-7

Office of County Treasurer, Kent County.
 I hereby certify that there are no tax
 liens or titles held by the State on the
 lands described hereon and that there are
 no tax liens or titles held by individuals
 on said lands, for the five years preceding
 the day of 19-55, and
 that the taxes are all paid for said period
 of five years, as shown by the records of
 this office, except
 This certificate does not apply to taxes,
 if any, now in process of collection by
 township, city or village collecting
 officers.

Thomas Vidro
 Thomas Vidro (County Treasurer)

**CERTIFICATE OF APPROVAL BY BOARD OF COUNTY
 ROAD COMMISSIONERS**

This plat has been examined and was approved
 on the 18th day of October, 19-55, by
 the ..test.. County ..rd of Road Commissioners.

Edwin D. Mueller (Chairman)
James H. Williams (Member)
Frank V. Smith (Member)

MUNICIPAL APPROVAL

This plat was approved by the Board
 of the Village of Caledonia
 at a meeting held Sept. 14, 1955
W. D. Tapp
 W. D. Tapp

APPROVAL BY COUNTY BOARD

This plat was approved on the 31 day
 of Nov, 19-55.

Charles Lowry (County Register of Deeds)
Lewis J. ... (County Clerk)
Thomas Vidro (County Treasurer)
Byron D. ... (County Drain Commissioner)

**VILLAGE OF CALEDONIA
COUNTY OF KENT, MICHIGAN**

At a regular meeting of the Village Council of the Village of Caledonia, Kent County, Michigan, held at the Township and Village Hall, 250 South Maple Street, Caledonia, Michigan, on the 10th day of May, 2010, at 7:00 p.m.

PRESENT: Members: Hahn, Erskine, Mortensen, Mulvihill, Williamson, Gilbert

ABSENT: Members: Mitchell

The following preamble and ordinance were offered by Member Mulvihill and seconded by Member Erskine:

ORDINANCE NO. 010- 03

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE VILLAGE OF CALEDONIA**

[Zoning Map Update]

WHEREAS, the Village of Caledonia desires to update the zoning map, which is incorporated into and made a part of the Village Zoning Ordinance by virtue of Zoning Ordinance Section 4.2;

WHEREAS, the Village Council, upon recommendation of the Planning Commission, has identified certain properties which should be rezoned to be consistent with the Village General Development Plan and with the surroundings lands; and

WHEREAS, the Planning Commission has held a public hearing regarding this proposed ordinance amendment and has received comments from the public and has evaluated other materials submitted.

THE VILLAGE OF CALEDONIA ORDAINS:

Section 1. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to rezone each of the following parcels to the zoning district indicated adjacent to the respective parcels:

- **9102 Kraft Ave., SE (AG to R-1 District)** NYC railroad right of way (100 ft. wide) across the SW 1/4 of the SW 1/4, Section 20, T5N, R10W.
- **109 E. Main Street (AG to R-1 District)** That part of the following lands located west of the west 1/8 line of Section 29: Commencing at the intersection of the north section line and the westerly line of abandoned K.B.E.C. railroad right of way (50 ft. wide); thence southeasterly along said westerly line to the west 1/8 line; thence south along the west 1/8 line to westerly line of said railroad right of way (100 ft. wide); thence southeasterly along said westerly line to the south line of Center Street (66 ft. wide); thence east along said line of said street to easterly line of said railroad right of way (100 ft. wide); thence northwesterly along said easterly line to the west 1/8 line; thence south along the west 1/8 line to the easterly line of said railroad right of way (50 ft. wide); thence northwesterly along said easterly line to the north section line; thence west to the point of beginning, Section 29, T5N, R10W.
- **109 E. Main Street (AG to R-2 District)** That part of the following lands located east of the west 1/8 line of Section 29: Commencing at the intersection of the north section line and the westerly line of abandoned K.B.E.C. railroad right of way (50 ft. wide); thence southeasterly along said westerly line to west 1/8 line; thence south along the west 1/8 line to westerly line of said railroad right of way (100 ft. wide); thence southeasterly along said westerly line to south line of Center Street (66 ft. wide); thence east along south line of said street to easterly line of said railroad right of way (100 ft. wide); thence northwesterly along said easterly line to west 1/8 line; thence south along west 1/8 line to easterly line of said railroad right of way (50 ft. wide); thence northwesterly along said easterly line to the north section line; thence west to the point of beginning, Section 29, T5N, R10W.
- **318 Main Street (AG to R-2 District)** Part of the NW 1/4 of Section 29, commencing at the intersection of the west 1/8 line and the southwesterly line of K.B.E.C. abandoned railroad right of way (100 ft. wide); thence south along the west 1/8 line 200 feet; thence southeasterly parallel with said railroad right of way to the east line of the west 418 feet of the E 1/2 of the NW 1/4; thence north along said east line 200 feet to the southwesterly line of said railroad right of way; thence northwesterly along said southwesterly line to the point of beginning, Section 29, T5N, R10W.
- **142 Casey Court (AG to R-2 District)** Part of the NW 1/4 of Section 29, commencing 528 feet west and 757 feet north from the SW corner of Block 1, Kinsey's Plat of the Village of Caledonia Station; thence west to the east line of the west 418 feet of the E 1/2 of the NW 1/4; thence north along said east line to the southwesterly line of abandoned

K.B.E.C. railroad right of way (100 ft. wide); thence southeasterly along said railroad right of way to the centerline of Casey Court extended north; thence south along said extended centerline to a line bearing east from beginning; thence west to the point of beginning, Section 29, T5N, R10W.

- **131 thru 145 Mill Street (R-2 to R-3 District)** That part of the Lakeview Villa Kent County Condominium Subdivision Plan No. 152, as recorded in Liber 2572, Page 359, Kent County Register of Deeds, lying west of Mill Street and south of the north line of Emmons Street, extended west to the northeasterly line of the abandoned railroad right of way, Section 29, T5N, R10W.
- **208 East Main Street (R-3 to C-1 District)** Lot 2 and the north 56.0 feet of the east 25.0 feet of Lot 3, Block 8, Kinsey's Plat of the Village of Caledonia Station.
- **290 South Street (R-2 to C-1 District)** Part of the SE 1/4 of Section 29, commencing 66.0 feet south along the west line of Lake Street (66 ft. wide) and 66.0 feet east along the south line of South Street (66 ft. wide) from the SE corner of Lot 6, Block 7 of Kinsey's Plat of the Village of Caledonia Station; thence east along said south line 264.0 feet; thence S0°10'E 246.08 feet; thence S39°17'00"E 129.33 feet; thence S20°08'30"E 85.93 feet; thence S47°55'00"W 85.60 feet to the northeasterly line of K.B.E.C. railroad right of way; thence northwesterly along said northeasterly line 470.67 feet to the east line of Lake Street; thence north along said east line 126.26 feet to the point of beginning, Section 29, T5N, R10W.
- **180 Kinsey (R-2 to C-1 District)** Part of the W 1/2 of the SE 1/4 of Section 29, commencing at the SE corner of Lot 2, Block 7 of Kinsey's Plat of the Village of Caledonia Station; thence southeasterly along the northeasterly line of abandoned K.B.E.C. railroad right of way to a point 651.62 feet northwesterly along said railroad right of way from the east 1/8 line; thence southwesterly 77.31 feet to a point on the northeasterly line of Kinsey Ave. (60 ft. wide) 738.69 feet northwesterly along said northeasterly line from the east 1/8 line; thence northwesterly along said northeasterly line to the west line of Lake Street (66 ft. wide) extended south; thence north along said extended west line to a point 8.50 feet southwesterly from (measured perpendicular to) centerline of southwesterly track of said railroad right of way; thence northwesterly parallel with said centerline to a line bearing southwesterly perpendicular to the northeasterly line of said railroad right of way from beginning; thence northeasterly perpendicular to the northeasterly line of said railroad right of way to the point of beginning, Section 29, T5N, R10W.
- **300 South Street (C-1 to R-2 District)** Commencing 66 feet south of the NW corner of South and Church Streets; thence east 66 feet, thence south 198 feet, thence west 66 feet, thence north 198 feet to the point of beginning, Section 29, T5N, R10W.
- **161 Maple Street (R-2 to R-3 District)** The south 654.7 feet of the west 548.6 feet of the NE 1/4 of the SE 1/4 of Section 29, except the north 558.7 feet of the south 588.7 feet of the west 165 feet thereof, Section 29, T5N, R10W.

- **271 Maple Street (R-2 to R-3 District)** The north 90.0 feet of the west 283.0 feet of the SE 1/4 of the SE 1/4, Section 29, T5N, R10W.
- **301 Maple Street (C-2 and R-2 to R-3 District)** That part of the north 302 feet of the SE 1/4 of the SE 1/4 of Section 29, lying westerly of the centerline of a ditch, except the north 90.0 feet of the west 283.0 feet, and except the south 112 feet of the north 302 feet of the west 676.5 feet, Section 29, T5N, R10W.
- **208 Kinsey (R-2 to R-1 District)** Part of the W 1/2 of the SE 1/4 of Section 29, commencing at the intersection of the east 1/8 line and the northeasterly line of the abandoned railroad right of way; thence northwesterly along said railroad right of way 406.39 feet; thence southwesterly perpendicular to said railroad right of way to the northeasterly line of Kinsey Ave. (60 ft. wide); thence southwesterly along the northeasterly line of said avenue to the east 1/8 line; thence north to the point of beginning, Section 29, T5N R10W.
- **9329 Cherry Valley (Part of parcel only -- AG to R-2 District)** That part of the following described parcel which lies west of a line 1150 feet west of and runs parallel to the centerline of Cherry Valley Avenue: Part of the NE 1/4 commencing at the NE corner of Section 29; thence S89°48'W along the north section line 631.41 feet; thence S0°00'W 606.25 feet; thence S89°48'W 295.0 feet to the beginning of this description; thence S0°00'W 258.0 feet; thence S89°48'W 110.0 feet; thence S0°00'W 15.0 feet; thence N89°48'E 167.60 feet; thence S0°30'E 35.0 feet; thence S89°48'W 429.0 feet, more or less, to the water's edge of Emmons Lake; thence northerly along said water's edge 318.0 feet, more or less, to a line bearing S89°48'W from beginning; thence N89°48'E 391.0 feet, more or less, to the point of beginning, Section 29, T5N R10W.

The remainder of the foregoing described parcel, lying east of the above-described line, is currently in the PUD Planned Unit Development District. This ordinance is not intended to rezone those lands currently in the PUD District.

- **402 Kinsey (R-1 to R-3 District)** That part of the following described parcel which lies southeasterly of a line which is located at the south end of and is perpendicular to an initial line which runs southeasterly 308 feet along the north right of way line of Kinsey Avenue from the point where such initial line intersects the east 1/8 line described below: The E 1/2 of the SE 1/4 of Section 29, commencing at the intersection of the south section line and the northeasterly line of Kinsey Ave. (60 ft. wide); thence east along the south section line to the easterly line of abandoned K.B.E.C. railroad right of way (100 ft. wide); thence northwesterly along said easterly line to the East 1/8 line; thence south along the East 1/8 line to the northeasterly line of said avenue; thence southeasterly to the point of beginning, Section 29, T5N, R10W.
- **9780 Duncan Lake (AG to R-2 District)** Part of the SW 1/4 of Section 29, commencing on the east line of Duncan Lake Ave. (66 ft. wide) at a point 66 feet east and 1270 feet north from the SW corner of the E 1/2 of the SW 1/4; thence east parallel with the south section line 363 feet; thence north 50 feet; thence west 363 feet; thence north to the point of beginning, Section 29, T5N, R10W.

Section 2. The Zoning Ordinance of the Village of Caledonia is hereby amended by the amendment of Section 4.2 thereof, the Zoning Map, so as to incorporate not only the changes indicated in the foregoing paragraph, but also to incorporate prior Zoning Ordinance amendments that had not previously been reflected in the zoning map. The zoning map, as amended pursuant to this ordinance, is attached hereto and incorporated herein.

Section 3. **Publication/Effective Date.** This ordinance shall become effective seven days after its publication or seven days after publication of a summary of its provisions in a local newspaper of general circulation in the Village.

AYES: Members: John Erskine, Mortensen, Malvihill, Williamson, Gilbert

NAYS: Members: none

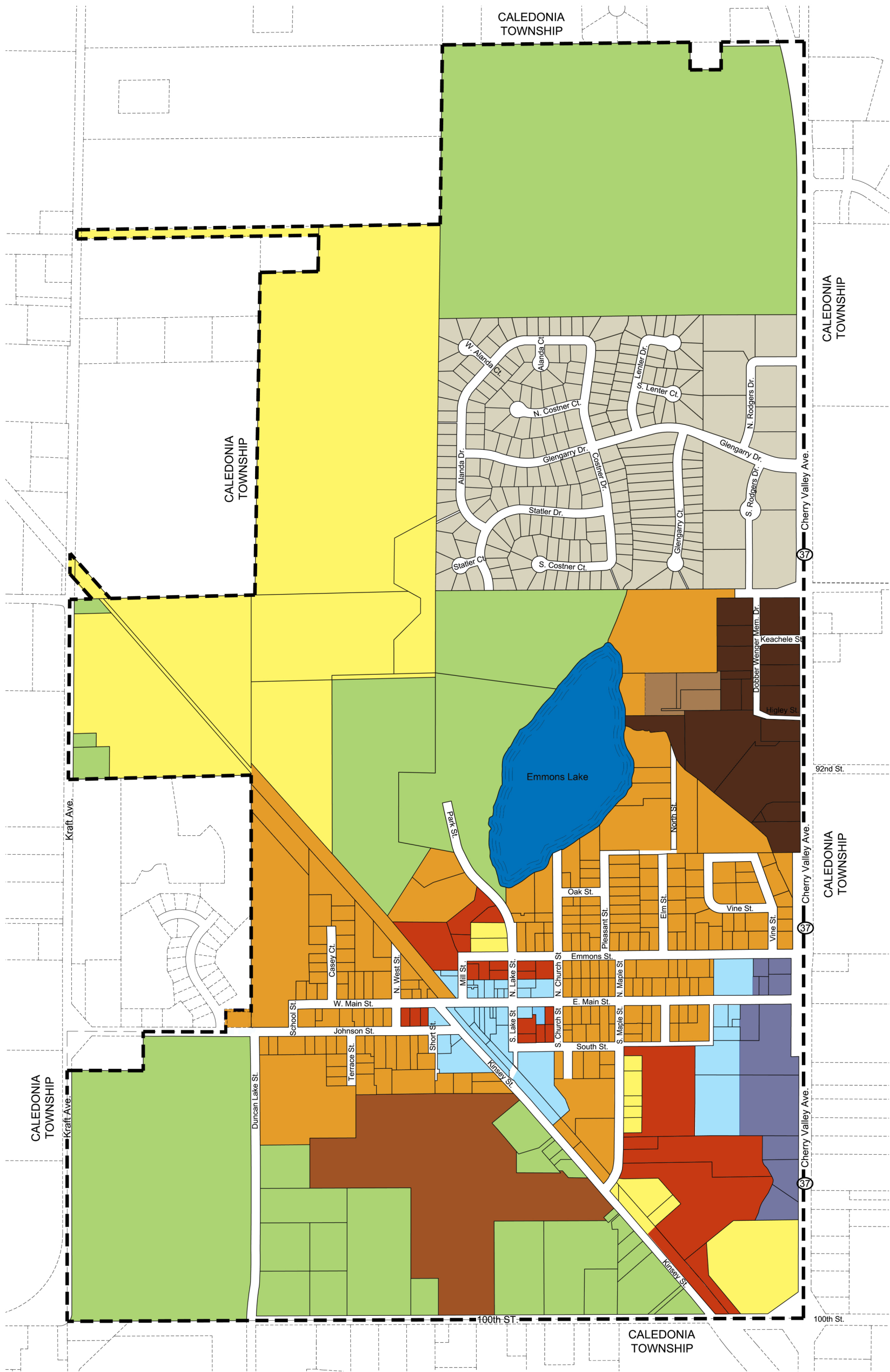
ORDINANCE DECLARED ADOPTED.

Sandra Ayers, Clerk
Sandra Ayers, Village Clerk
Village of Caledonia

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Village Council of the Village of Caledonia at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Sandra Ayers, Clerk
Sandra Ayers, Village Clerk
Village of Caledonia



ZONING DISTRICT LEGEND:

- AG Agricultural Residential District
- R-1 Low Density Single Family District
- R-2 Medium Density Single Family District
- R-3 Medium Density Multiple Family District
- C-1 Neighborhood Commercial District
- C-2 Highway Business District
- Planned Unit Development District - General
- Glen Valley Planned Unit Development
- Caledonia Village Centre Planned Unit Development
- 245 Kinsey Street Planned Unit Development

OFFICIAL ZONING MAP VILLAGE OF CALEDONIA

KENT COUNTY, MICHIGAN
MAY 2010



REVISED 05/12/10



FLEIS & VANDENBRINK
ENGINEERING, INC.

2960 Lucerne Drive SE, Grand Rapids, MI 49546
Phone: (616) 977-1000 Fax: (616) 977-1005

PROJECT 1200

ZM

SHEET NO.