

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, August 4, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Richardo Alvarez, Amazing Church Michigan
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From July 21, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 12) Budget Amendments**
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Confirm the Appointment of Eric Mockerman as a Member of the Parks and Recreation Commission for the City of Wyoming
 - b) To Designate an Official Representative and Alternate Official Representative to the Annual Business Meeting of the Michigan Municipal League
- 14) Resolutions**
 - a) To Amend a Portion of the City of Wyoming Fee Schedule – Godwin Mercado
 - b) To Establish Election Precincts and Polling Locations for the City of Wyoming
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - a) Resolution to Authorize the City Manager to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. and to Authorize the

Related Budget Amendment for Older Adult Transportation Assistance (Budget Amendment No. 1)

- b) Resolution to Authorize the City Manager to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. and to Authorize the Related Budget Amendment for Older Adult Transportation Assistance (Budget Amendment No. 2)

16) Ordinances

10-25 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (147) to Rezone 3738 52nd Street SW from ER to PUD-4 (Final Reading)

17) Informational Material

18) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3-minute limit per person.

19) Closed Session (as necessary)

20) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF ERIC MOCKERMAN
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Eric Mockerman has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2027, on the Parks and Recreation Commission.
3. It is the desire of the City Council that Eric Mockerman be appointed to a regular term ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Eric Mockerman as a member of the Parks and Recreation Commission for the regular term ending June 30, 2027.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 4, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO DESIGNATE AN OFFICIAL REPRESENTATIVE AND ALTERNATE
OFFICIAL REPRESENTATIVE TO THE ANNUAL BUSINESS MEETING OF THE
MICHIGAN MUNICIPAL LEAGUE

WHEREAS:

1. The annual convention of the Michigan Municipal League will be held in Grand Rapids, Michigan September 17 through 19, 2025.
2. The annual business meeting of this convention will be held September 17, 2025.
3. It is necessary for the City of Wyoming to designate an Official Representative and Alternate Official Representative to the annual business meeting of the Michigan Municipal League.

NOW, THEREFORE, BE IT RESOLVED:

1. That Mayor Kent Vanderwood is hereby named the Official Representative and City Manager John Shay as the Alternate Official Representative of the City of Wyoming at the annual business meeting of the Michigan Municipal League on September 17, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 4, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes certain fees by resolution.
2. These fees are reviewed periodically to ensure they properly address related costs.
3. A section of the existing Fee Schedule needs to be amended to add rental fees for the Godwin Mercado.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following section of the Fee Schedule:

Section VI – Parks and Recreation

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 4, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report with Proposed Fee Schedule

Staff Report

Date: July 23, 2025
Subject: Godwin Mercado Fee Schedule
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: August 4, 2025

RECOMMENDATION:

It is recommended City Council amend the City of Wyoming fee schedule to include the Godwin Mercado facility and vendor fees.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life
 - Objective 3 – Complete the Godwin Mercado project

DISCUSSION:

Godwin Mercado is a new year-round farmers market and rentable community space, scheduled to open in Fall 2025 with market season beginning Spring 2026. The Mercado is designed to celebrate the Wyoming community, foster economic opportunity, and provide a welcoming space for gathering, culture, and connection.

To support ongoing operations, staffing, and maintenance of the facility, the Parks and Recreation Department recommends adopting a structured fee schedule for both vendors and event rentals. These proposed rates are based on industry benchmarks, local affordability, and long-term financial sustainability.

Facility rentals will be for residents and non-residents. The farmers market’s main season will run from May through October, operating on Thursdays and Sundays. Vendor stall rates will be offered on both a daily and seasonal basis.

The market prioritizes local farmers and Wyoming-based businesses through a discounted resident/farm rate. Non-resident fees are set at 150% of the resident rate, consistent with the Parks and Recreation Administrative Policy.

GODWIN MERCADO - RENTAL RATES					
Day	Time	Resident	Non Resident	Technology Fee	Deposit
Thurs - Sat	Half Day	\$ 600.00	\$ 900.00	\$ 75.00	\$ 300.00
	Full Day	\$ 1,200.00	\$ 1,800.00		
GODWIN MERCADO - VENDOR RATES					
Day	Resident/Farm Rate	Non-Resident			
Thursday	\$ 15.00	\$ 22.50			
Sunday	\$ 20.00	\$ 30.00			
Full Season	\$ 375.00	\$ 562.50			
Concession					
Daily	\$ 30.00				

BUDGET IMPACT:

The rates are intended to recover costs associated with facility use, utilities, and support services, while ensuring accessibility for local vendors and residents. Fee revenue will be reinvested into programming, maintenance, and operations of Godwin Mercado.

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH ELECTION PRECINCTS AND POLLING LOCATIONS
FOR THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law previously required municipalities to establish election precincts that did not exceed 2,999 active voters.
2. As a result of this and other election law requirements, the City of Wyoming currently hosts 30 precincts for over 58,000 voters.
3. Since 2018, Michigan voters have seen several election changes that expanded access to absentee ballots and early voting, allowing voters to cast ballots outside of traditional Election Day precincts.
4. Recognizing the reduction in voter participation at traditional Election Day precincts, Public Act 227 of 2023 was approved, allowing for an increased precinct size of up to 4,999 active voters.
5. The City Clerk is recommending consolidation of Wyoming's existing 30 precincts to 18 precincts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed 18 precincts are established and approved as described.
2. The proposed polling location for each precinct is established and approved as described.
3. The City Clerk will notify the Michigan Secretary of State, the Kent County Clerk, and in accordance with State Law, all affected voters of the new precincts and polling locations.
4. The precincts and polling places now established will take effect in the City beginning with the November 2025 election.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held August 4, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Precinct Map

Polling Location List

Resolution No. _____

STAFF REPORT

Date: July 15, 2025
Subject: Precinct Consolidation
From: Kelli VandenBerg, City Clerk
Meeting Date: July 21, 2025 – Informational Item
August 4, 2025 – Resolution for Council Consideration

RECOMMENDATION:

It is recommended that the City Council approve the proposed precinct consolidations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Since 2018 several significant changes have occurred to the Michigan Constitution and election law that have expanded voting opportunities beyond traditional in-person Election Day precincts. Proposal 3 of 2018 eliminated the six statutory reasons that granted voters access to absentee ballots, this created “no reason” absentee voting and gave all Michigan voters access to absentee voting. Proposal 2 of 2022, among other things, provides for nine days of early voting before all state and federal elections. Early voting allows voters to cast and tabulate a ballot just as they would on Election Day. As a result of these changes, voter participation at traditional Election Day precincts has declined over the last several election cycles.

Recognizing this shift in voting habits, PA 227 of 2023 was approved, allowing for an increased number of voters per precinct. Previously, precinct size was limited to 2,999 voters. Taking this cap and other factors into consideration, Wyoming has hosted 30 precincts for over 20 years. PA 227 of 2023 increased precinct size to 4,999 voters, giving communities the option to reduce the overall number of precincts through consolidation. Many Michigan communities have completed some level of consolidation, including several in Kent County.

There are many factors considered in consolidating precincts, including boundaries for state house districts, county commission districts, ward boundaries and school district boundaries, voter turnout patterns, facilities available to host elections, and future development opportunities. There are also requirements within state law that precincts be contiguous and have clearly defined and observable boundaries. Keeping all of this in mind, staff has carefully

developed a precinct consolidation proposal that would reduce the total number of precincts from 30 to 18.

Reducing the number of precincts would alter operational and logistical practices that would result in cost savings. One area of savings would come from a reduction in the overall number of election inspectors needed to operate Election Day precincts. Wyoming often hosts 3 elections per year, so as demonstrated below, total savings related to election inspector pay could exceed \$10,000 annually.

	30 Pcts		18 Pcts		Notes
	#	Cost	#	Cost	
Chairperson	30	\$7,800	18	\$4,680	1 chairperson/pct. \$260/each
Inspectors	90	\$18,900	90	\$18,900	3 inspectors/pct. for 30 pcts.@ \$210 each 5 inspectors/pct. for 18 pcts.@ \$210 each
Insp. Bonus	30	\$750	18	\$450	1 inspector/pct. @ \$25/inspector
Training	90	\$2,250	81	\$2,025	Approx. 75% of inspectors @ \$25 each
Total		\$29,700		\$26,055	Approx. savings of \$3,645 per election

Election equipment preventative maintenance is another area where a reduction in precincts would translate to reduced costs. These annual preventative maintenance fees are charged on a per unit basis and the number of units is tied to the number of precincts. Some of the equipment released through precinct consolidation could also be reallocated as spares or to establish or supplement an additional early voting site. Outfitting an additional early voting site comparable to our 2024 operation would cost more than \$18,000 for three tabulators and one voter assist terminal.

	30 Pcts		18 Pcts		Notes
	#	Cost	#	Cost	
Tabulators	33	\$12,375	24	\$9,000	\$375/unit, one unit/pct., add'l units for spares and/or early voting
Voter Assist Terminal	23	\$5,520	20	\$4,800	\$240/unit, one unit/polling location, add'l units for spares or early voting
High Speed Scanners	2	\$11,030	2	\$11,030	\$5,515 per unit, only used at AV counting board
Total		\$28,925		\$24,830	Approx. savings of \$4,095 per year and no add'l costs for spares or EV equipt.

Finally, a much larger savings potential comes from future replacement of election equipment. The equipment currently in place is contracted through 2028 and was purchased in cooperation with the State of Michigan with significant grant funding. These grant funds are mostly depleted, and clerks have been advised to prepare to purchase new equipment without state support. Some estimates suggest planning for costs more than \$10,000 per precinct. Even with additional pieces of equipment to support absentee and early voting, savings from purchasing equipment for 18 precincts versus 30 precincts could exceed \$100,000.

While cost savings is an important component of this process, ensuring smooth precinct operations and a positive voting experience is still the primary objective. Given that in most elections a majority of Wyoming voters (55%) are consistently voting through absentee or early voting options, most voters will feel no difference in their voting experience. For the roughly 45% of voters who still chose to participate through in-person Election Day voting, changes should be

minimal. Besides a precinct number change or possibly reporting to a new location, the only other change they might see are more active polling locations. This consolidation does not include putting any new facilities into operation, so all facilities are known to us and are ADA compliant. Even driving (or walking) distance to a polling place will be mostly unchanged because most voters will still be reporting to the same polling location. In cases where polling location changes are being made, most voters are still within a 10-minute drive of their new location, and some are closer. Finally, knowing that each precinct will be assisting more voters, we intend to staff more inspectors per precinct than the current model.

In addition to communicating this to voters through the issuance of new voter ID cards as required, social media posts and a webpage will be available to help introduce and explain this to voters. New voter ID cards will include contact information for the City Clerk's Office and a QR code that will bring voters to the web page explaining this change. We also intend to share this change in the Wyoming Record.

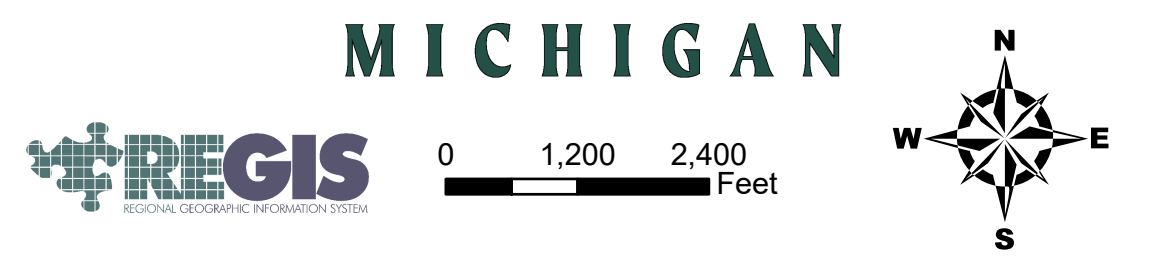
BUDGET IMPACT:

While a significant portion of the budget impact of this proposal is savings, there are initial costs related to the printing and mailing of new voter ID cards. These costs are estimated to be approximately \$18,000. Funds are available in the Clerk – Elections fund to address these costs.

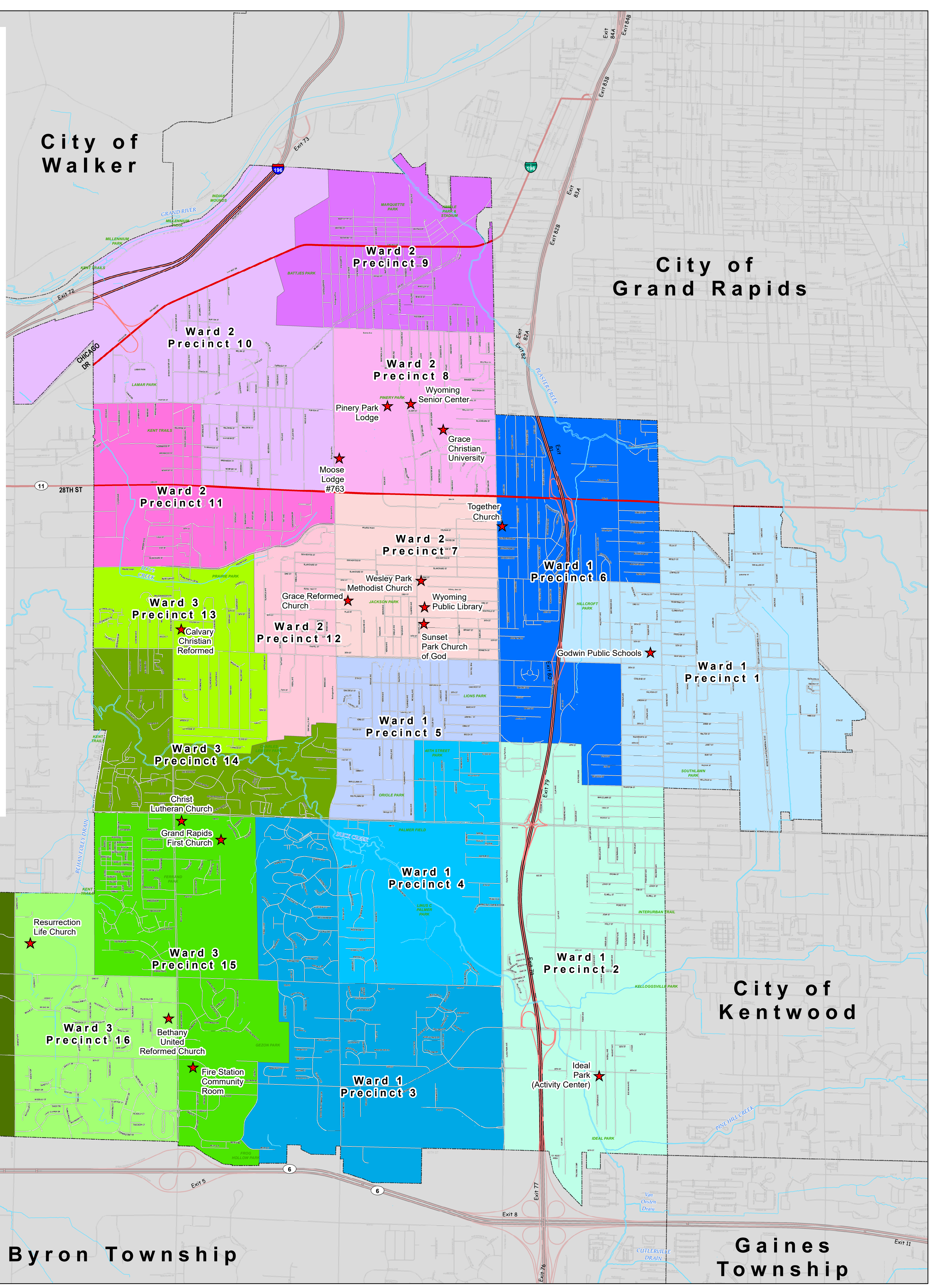
Attachment(s):
Precinct Map
Polling Location List

CITY OF WYOMING

WY | MI



- ★ Polling Locations
- Ward 1, Precinct 1
Godwin Phys Ed Building, 31 36th St SW
 - Ward 1, Precinct 2
Ideal Park (Activity Center), 320 56th St SW
 - Ward 1, Precinct 3
Fire Station #3 Community Room, 2300 Gezon Pkwy SW
 - Ward 1, Precinct 4
Sunset Park Church of God, 3450 Michael Ave SW
 - Ward 1, Precinct 5
Grand Rapids First Church, 2100 44th St SW
 - Ward 1, Precinct 6
Together Church, 2950 Clyde Park Ave SW
 - Ward 2, Precinct 7
Wyoming Public Library, 3350 Michael Ave SW
 - Ward 2, Precinct 8
Wyoming Senior Center, 2380 DeHoop Ave SW
 - Ward 2, Precinct 9
Pinery Park Lodge, 2301 DeHoop Ave SW
 - Ward 2, Precinct 10
Grace Christian University, 1011 Aldon St SW
 - Ward 2, Precinct 11
Moose Lodge No. 763, 2630 Burlingame Ave SW
 - Ward 2, Precinct 12
Wesley Park Methodist, 1150 32nd St SW
 - Ward 3, Precinct 13
Grace Reformed Church, 3330 Burlingame Ave SW
 - Ward 3, Precinct 14
Calvary Christian Church, 3500 Byron Center Ave SW
 - Ward 3, Precinct 15
Christ Lutheran Church, 2350 44th St SW
 - Ward 3, Precinct 16
Bethany United Reformed Church, 5401 Byron Center Ave SW
 - Ward 3, Precinct 17
Resurrection Life Church, 5100 Ivanrest Ave SW
 - Ward 3, Precinct 18
Resurrection Life Church, 5100 Ivanrest Ave SW



CITY OF WYOMING POLLING LOCATIONS

W	Pct	Location	Address
1	1	Godwin Phys Ed Building	31 36 th Street SW
1	2	Ideal Park (Activity Center)	320 56 th Street SW
1	3	Fire Station Community Room	2300 Gezon Parkway
1	4	Sunset Park Church of God	3450 Michael Ave SW
1	5	Grand Rapids First Church	2100 44 th Street SW
1	6	Together Church (*FOB)	2950 Clyde Park Ave SW
2	7	Wyoming Public Library	3350 Michael Ave SW
2	8	Wyoming Senior Center	2380 DeHoop Avenue SW
2	9	Pinery Park Lodge	2301 DeHoop Avenue SW
2	10	Grace Christian University	1011 Aldon Street SW
2	11	Moose Lodge No. 763	2630 Burlingame Ave SW
2	12	Wesley Park Methodist Church	1150 32 nd St SW
3	13	Grace Reformed Church	3330 Burlingame Ave SW
3	14	Calvary Christian Reformed	3500 Byron Center Ave SW
3	15	Christ Lutheran Church	2350 44 th Street SW
3	16	Bethany United Reformed Church	5401 Byron Center Ave SW
3	17	Resurrection Life Church	5100 Ivanrest Avenue SW
3	18	Resurrection Life Church	5100 Ivanrest Avenue SW

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT
AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT FOR OLDER ADULT
TRANSPORTATION ASSISTANCE

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens
2. The City of Wyoming and AAAMW have an established contract, contract number 51.98, to provide transportation assistance services for the period of October 1, 2025, ending September 30, 2026, subject to annual funding availability
3. The City of Wyoming has applied to obtain annual funding under said contract effect October 1, 2025, through September 30, 2026.
4. The Board of Directors of AAAMW voted to award \$16,000 as the annual funding amount to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the City Manager to execute the Contract, 51.98FY2026.1, for Services to Older Adults under Title III of the Older Americans Act and/or Older Michiganians Act, for a total awarded grant amount of \$16,000.
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Budget Amendment

Resolution No. _____

STAFF REPORT

Date: July 24, 2025

Subject: Contract for the Older Adult Transportation Assistance Program

From: Chad Boprie, WSC Manager

CC: Krashawn Martin, Director of Parks and Recreation
Jodi Yenchar, Finance Director

Meeting Date: August 4, 2025

RECOMMENDATION:

It is recommended City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The contract amendment affirms an \$16,000 grant award to provide the annual funding of the Wyoming Senior Center's (WSC) Older Adult Transportation Program.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

The City of Wyoming and the Area Agency on Aging of Western Michigan (AAWM) has an established contract, contract #51.98, to provide transportation assistance services for the period of October 1, 2022, through September 30, 2025, subject to annual funding availability.

The AAAWM Board of Directors approved annual grant funding of \$16,000 specifically for the period of October 1, 2025, through September 30, 2026.

In addition to the grant funding, donations are also received which provides supplemental funding for the program. It is estimated that \$7,000 will be received during the grant year and available for grant expenses.

Our program continues to be recognized and highlighted by AAAWM for its innovation as it provides essential service to older adults in the community.

BUDGET IMPACT:

Following approval of the attached budget amendment, expense for transportation tickets will be available in account number 208-751-75800-956.200, along with associated grant and program revenue.

Attachments:
Contract Amendment
Budget Amendment

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **City of Wyoming (Service Partner)**, a Michigan municipality, entered in Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending September 30, 2025. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of June 23, 2025, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period 10/01/25 – 9/30/26, as provided in the Contract of 10/01/22 through 9/30/25 shall not exceed **\$16,000.00 (Sixteen thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period 10/01/25 – 9/30/26, as specified in the Contract of 10/01/22 through 9/30/25, shall not be less than **\$1,778.00 (One thousand seven hundred seventy-eight and 00/100 dollars)**.
4. That the original Service Budget Attachment I-A is deleted, and Service Budget Attachment I-A (dated 7/08/2025) is added.
5. The Older Americans Act Funding Distribution Schedule (Attachment II) is deleted and Older Americans Act Funding Distribution Schedule (Attachment II), dated 6/23/2025, is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NON-PROFIT CORPORATION

By:  7/23/2025
Kendrick Heinlein, Chief Executive Officer Date

By: _____
Person Authorized to Sign for Service Partner Date
Name: _____
Title: _____

UNIT RATE BUDGET

Older Americans Act FY2026

Partner: City of Wyoming
Service: Transportation (Public)
Date: 07/08/2025 **Budget Period:** 10/1/25-9/30/26
Prepared by: Chad Boprie

(Use whole dollar amounts unless otherwise specified)

I. FUNDING SUMMARY			
1.	Federal / State Funds Awarded		\$16,000
2.	One-time Funds Awarded		\$0
3.	TOTAL AAAWM FUNDING:		\$16,000
II. UNIT COST ANALYSIS			
(Per Unit: Dollars and Cents - 2 decimal places)			
4.	Administration & Fundraising Expenses		\$1.39
5.	Direct Service Cost		\$0.00
6.	Equipment & Supplies		\$3.50
7.	Other (Occupancy, Communication, etc.)		\$0.00
8.	Total Cost BEFORE Match:		\$4.89
9.	Less 10% Unit Match		\$0.49
10.	Unit Rate to be Paid by AAAWM to Service Partner:		\$4.40
III. OTHER RESOURCES			
11.			
12.	Projected Program Income		\$6,363
IV. LOCAL MATCH			
Required Match Amount: \$1,778			
	Source of Local Match	Cash	In-Kind
13.	City of Wyoming	\$0	\$6,400
14.			\$0
15.			\$0
16.			\$0
17.	Total Match:	\$0	\$6,400
(total match on line 17 must be equal to/greater than Required Match Amount above)			
V. UNITS & CLIENTS			
18.	Total Number of Units to be Provided		3,636.00
19.	Estimated Number of Clients to Receive Service		80

VI. PROGRAM COST NARRATIVE

(Complete this section by describing the basis for unit rate expenses in each category)

A. Administration & Fundraising:

\$1.39 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.

B. Direct Service Cost:

N/A

C. Equipment & Supplies:

\$3.50 represents the amount we pay for tickets.

D. Other:

N/A

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
Contract Period: October 1, 2025 – September 30, 2026

Funding as of: June 23, 2025

Partner: Wyoming, City of

Service:	Funding Source	CFDA	Award Amount
1. Transportation - Public	IIIB	93.044	\$16,000

Total Funding: \$16,000



The Source for Seniors

**EXECUTIVE
COMMITTEE**

CHAIRPERSON
Bill Routley

VICE CHAIRPERSON
Carol Hennessy

SECRETARY
Ron Bacon

TREASURER
Chuck Hazekamp

MEMBER-AT-LARGE
Nancy Nielsen
Marilyn Burns

**ADVISORY COUNCIL
CHAIRPERSON**
Barbara Hazlett

CEO
Kendrick Heinlein

BOARD OF DIRECTORS

ALLEGAN COUNTY
Com. Mark DeYoung
Mary Campbell

IONIA COUNTY
Com. Larry Tiejema
Edna Albert

KENT COUNTY
Com. Carol Hennessy
Nancy Nielsen

LAKE COUNTY
Com. Kristine Raymond
Marilyn Burns

MASON COUNTY
Com. Ron Bacon

MECOSTA COUNTY
Com. Bill Routley
Sharon Bongard

MONTCALM COUNTY
Com. Nathan Alexander
Chuck Hazekamp

NEWAYGO COUNTY
Com. Lori Tubbergen-Clark
Richard Fitzpatrick

OSCEOLA COUNTY
Com. Russ Nehmer
Dawn Montague

CITY OF GRAND RAPIDS
Com. Lisa Knight
Jane DeVries

3215 EAGLECREST DR NE

GRAND RAPIDS, MI

49525-7005

Ph: 616.456.5664

Fx: 616.456.5692

1.888.456.5664

www.aaawm.org

June 24, 2025

Krashawn Martin, Parks & Recreation Director
Wyoming Senior Center
1155 - 28th Street SW
Wyoming, MI 49509

Dear Krashawn:

On 06/23/2025, the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors met and considered the funding recommendations of the Proposal Review Committee (PRC) and the AAAWM Advisory Council. I am pleased to notify you that the **City of Wyoming** is awarded \$16,000 in funding for the period of October 1, 2025 - September 30, 2026.

Your award is as follows:

Service	Award
Transportation - Public	\$16,000
Total Agency Funding Awarded:	\$16,000

This funding is contingent upon the negotiation of acceptable unit rates for reimbursement. Budget templates will immediately follow this letter. The deadline for their completion is Tuesday, July 8, 2025.

Congratulations on your award! If you have any questions, please contact Sabrina Minarik, Contract Administrator & DEI Advisor, at (616) 222-7014 or SabrinaM@aaawm.org. We look forward to our continued partnership with your organization in providing services for the older adults living throughout Region 8.

Sincerely,

Kendrick Heinlein
Chief Executive Officer

C: Mayor Kent Vanderwood, City of Wyoming
C: Chad Boprie, Director - Wyoming Senior Center

CITY OF WYOMING BUDGET AMENDMENT

Date: August 4, 2025

Budget Amendment No. 001

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$23,000 of budgetary authority to provide funding for the older adult transportation assistance program and recognize the associated grant and program revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Parks and Recreation - Senior Center - Other Services GoBus Tickets				
208-751-75800-956.200	\$ -	\$ 23,000.00	\$ -	\$ 23,000.00
Federal Grant Revenue				
208-523.000	\$ -	\$ 16,000.00	\$ -	\$ 16,000.00
AAA Transportation Fees				
208-636.000	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: _____


Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT
AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT FOR OLDER ADULT
TRANSPORTATION ASSISTANCE

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens
2. The City of Wyoming and AAAWM have an established contract, contract number 51.98, to provide transportation assistance services for the period of October 1, 2024, ending September 30, 2025, subject to annual funding availability
3. The City of Wyoming has applied to obtain annual funding under said contract effect October 1, 2024, through September 30, 2025.
4. The Board of Directors of AAAWM voted to award \$13,000 as the annual funding amount to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2026.
5. The Board of Directors of AAAWM voted to increase the funding award by \$1,800 June 23, 2025, to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the City Manager to execute the Contract, 51.98FY2026.1, for Services to Older Adults under Title III of the Older Americans Act and/or Older Michiganians Act, for a total awarded grant amount of \$14,800.
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Amendment
Budget Amendment

Resolution No. _____

STAFF REPORT

Date: July 24, 2025

Subject: Contract Amendment for the Older Adult Transportation Assistance Program

From: Chad Boprie, WSC Manager

CC: Krashawn Martin, Director of Parks and Recreation
Jodi Yenchar, Finance Director

Meeting Date: August 4, 2025

RECOMMENDATION:

It is recommended City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The contract amendment affirms \$1,800 increase grant award to provide additional funding of the Wyoming Senior Center's (WSC) Older Adult Transportation Assistance Program.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

The City of Wyoming and the Area Agency on Aging of Western Michigan (AAWM) has an established contract, contract #51.98, to provide transportation assistance services for the period of October 1, 2022, through September 30, 2025, subject to annual funding availability.

The AAAWM Board of Directors approved annual grant funding of \$13,000 for the period of October 1, 2024, through September 30, 2025. This is an increase of an additional \$1,800 to continue the program through the end of the current grant fiscal year.

Our program continues to be recognized and highlighted by AAAWM for its innovation as it provides essential service to older adults in the community.

BUDGET IMPACT:

The expense for transportation tickets is budgeted in 208-751-75800-956.200.

CONTRACT AMENDMENTSTATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Partner), a Michigan municipality, entered in Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the period ending 09/30/2025. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of 06/23/2025, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2024 - September 30, 2025, as provided in the Contract of 10/01/2022 through 09/30/2025 shall not exceed **\$14,800.00 (Fourteen thousand eight hundred and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2024 - September 30, 2025, as specified in the Contract of 10/01/2022 through 09/30/2025, shall not be less than **\$1,644.00 (One thousand six hundred forty-four and 00/100 dollars)**.
4. That Service Budget Attachment I-A (dated 08/16/2024) is deleted, and Service Budget Attachment I-A (dated 06/05/2025) is added.
5. The Older Americans Act Funding Distribution Schedule (Attachment II) is deleted and Older Americans Act Funding Distribution Schedule (Attachment II), dated 06/23/2025, is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NON-PROFIT CORPORATION

By: KH HE

Kendrick Heinlein, Chief Executive Officer

6/13/2025

Date

By: Krashaun Martin

Person Authorized to Sign for Service Partner

Name: Krashaun Martin

Title: Director

6/12/25

Date



The Source for Seniors

**EXECUTIVE
COMMITTEE**

CHAIRPERSON
Bill Routley

VICE CHAIRPERSON
Carol Hennessy

SECRETARY
Ron Bacon

TREASURER
Chuck Hazekamp

MEMBER-AT-LARGE
Nancy Nielsen
Marilyn Burns

**ADVISORY COUNCIL
CHAIRPERSON**
Barbara Hazlett

CEO
Kendrick Heinlein

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GRAND RAPIDS, MI
49525-7005

Ph: 616.456.5664

Fx: 616.456.5692

1.888.456.5664

www.aaawm.org

June 24, 2025

Krashawn Martin, Parks & Recreation Director
Wyoming Senior Center
1155 - 28th Street SW
Wyoming, MI 49509

Dear Krashawn,

On June 23, 2025, the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors met and approved **an increase of \$1,800 in funding for the City of Wyoming** for Fiscal Year 2025. This change in funding is detailed below and on the attached Older Americans Act Funding Distribution Schedule (Attachment II).

Service	Original Award	Amended Award
Transportation - Public	\$13,000	\$14,800
Total Change in Funding:		\$1,800

Congratulations on your award! Please note that we are unable to release the additional dollars until the attached contract amendment has been signed and returned to AAAWM.

If you have any questions, please contact Sabrina Minarik, at (616) 222-7014 or SabrinaM@aaawm.org. We appreciate the continued partnership with your organization to provide services for the older adults living throughout all of Region 8.

Sincerely,

Kendrick Heinlein
Chief Executive Officer

C: Mayor Kent Vanderwood, City of Wyoming
C: Chad Boprie, Director - Wyoming Senior Center

CITY OF WYOMING BUDGET AMENDMENT

Date: August 4, 2025

Budget Amendment No. 002

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$1,800 of budgetary authority to provide funding for the older adult transportation assistance program and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Parks and Recreation - Senior Center - Other Services GoBus Tickets				
208-751-75800-956.200	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Federal Grant Revenue				
208-523.000	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: _____


Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

July 1, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to rezone from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust).

Recommendation: To approve the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 17, 2025. A motion was made by Hall, supported by Gilreath-Watts, to recommend to the City Council approval of the request for a rezone to PUD-4 and to recommend support of the requested deviations. The motion passed 7 – 1.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposes to rezone 38 acres from ER to PUD-4 to build a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of for-sale single family detached units and single family attached units. Single family detached homes will be parceled out to 50-foot-wide and 70-foot-wide lots. The single family attached homes will include garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Planning Commissioners stated that they believed that the proposed PUD was in alignment with the Wyoming [re]imagined master plan and future land use plan and the City's housing plans. They commended the developer on proposing a new neighborhood that will offer a variety of housing options at different price points, allowing for greater access to first time home buyers.

Additionally, Planning Commissioners complimented the developer's creative use of green space and commitment to the character of the surrounding area. They noted that the developer has previously won the Arbor Day Award for their efforts to preserve tree canopies in their developments. The proposed neighborhood will provide a variety of housing options as desired in the master plan, while also providing shared gathering spaces with recreational amenities.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be granted by City Council:

- Single Family Attached Home Type Deviations

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- Single Family Detached Home Type Deviations

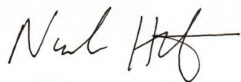
Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

- The developer is also requesting the following deviations from applicable zoning codes for the entire project:
 - Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - Private road width of 25 feet with 24 feet of blacktop.
 - Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
 - Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
 - A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Planning Commission was supportive of the requested deviations and recommended they be granted by Council.

During public comment at the Planning Commission meeting six residents spoke in opposition to the proposed PUD. The majority of the concerns raised by residents were related to traffic on 52nd Street and specifically traffic generated by Grandville Schools during pick up and drop off times. The school sits across from the proposed neighborhood. City Staff will work with Grandville Schools to address this concern. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a large initial "N" and a stylized "H".

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

A motion was made by VanDuren, supported by Randall to grant special use approval for a Drive-Through at 211 36th St SW.

A vote on the motion passed unanimously.

A motion was made by Lamer, supported by Randall to approve the site plan for 211 36th St SW, subject to conditions 1-3.

Hall wanted to know how the traffic would flow for the drive-throughs and whether all drive-throughs would flow in the same direction.

Blair said traffic would move in the same direction.

Hall asked about fencing between this lot and the residential properties.

Hofert said the City is looking into putting up bollards to prevent any flow of vehicular traffic.

Weller asked if a gate could be placed at the end of each cul-de-sac.

Hoffert responded and said that the gate issues were not pertinent to the site plan request because the cul-de-sacs give access to the Mercado site and not the site being discussed. She told Weller she would be willing to discuss it further with him after the meeting.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for a rezoning from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust)

Hofert explained that the site is zoned ER Estate Residential and outlined the various uses of the surrounding land.

Hofert said that the applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Hofert explained the review and approval process below:

- **Pre-Meeting:** Discuss proposed project and provide relevant information to the

- applicant
- **Preliminary PUD:** Consists of an application, conceptual plan, and project narrative. Review and recommendation by Planning Commission to City Council.
- **Final PUD:** Is substantially consistent with approved conceptual plan.
Reviewed and approved by Planning Commission.
- **Site Plan:** Phased site plan review is allowed as long as plans are consistent with conceptual site approval.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) Consistency with the adopted master plan;

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.

(b) Compatibility of the allowed uses with existing and future land uses;

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

(d) Appropriateness of all uses allowed within the proposed district at the property location.

The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) Location

The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) PUD Purpose

The proposed PUD meets three purposes as outlined in section 90-416C:

- i. *Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.*

This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.

- ii. *Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.*

The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.

- iii. *Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.*

The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) Size

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) Residential Density

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied

between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities

Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

- i. The following are deviations from applicable zoning codes for the entire project:
 - a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - b. Private road width of 25 feet with 24 feet of blacktop.
 - c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.

- e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
- f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Hofert explained that this development features single family lots with required setbacks that are not factored into the open space calculation. If this greenspace was accounted for, open space would account for 42% of the total land area. Hofert also clarified that a development on this property that meets the code-defined open space requirement would necessitate multi-family structures. The proposed plan keeps in character with the adjacent neighborhoods.

- ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.

	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The City's 2020 AI and HNA identified a need for 7,876 additional units in Wyoming. This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location

The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process

The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

Hofert said The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1 below:

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

Micele opened the public hearing at 7:53PM.

Ted Braciak, 5308 Mapleside Ln, spoke against the development citing traffic problems on 52nd St. that already exist due to the school across the street from this development site.

Lori Horne, 5187 Salmon River Ct SW, spoke against the development, citing the traffic issues on 52nd St SW because of the school. She also wondered if more residential units in their area meant higher taxes.

Pam McLenithan, 3566 Evan Brooke Dr SW, spoke against the development saying there are too many units for the property size and traffic concerns as well. McLenithan also stated her disappointment in the developer for lack of communication.

Corey Palmer, 5411 Mills Ridge Dr, said the plan should not be approved and listed the destruction of the tree canopy and privacy as concerns.

Scott Anderle, 5087 Vistula Ct SW, spoke to commissioners and said the development looks nice, but has a couple concerns and one is that there is a flood plain on the east side of the property and another is the school traffic. Anderle also asked staff and commissioners to consider the entrances to the development on 52nd Street.

Laureen Robinson, 5030 Amanda Dr SW, spoke to commissioners and said she's concerned about the destruction of greenspace. Robinson stated she would like to see fewer and higher-quality houses. Robinson told of how she knew the previous owner.

The public hearing was closed at 8:11PM.

Mike McGraw, Paramount Development at 1188 E Paris SE, shared about the business's history and its mission. McGraw also told commissioners about the company's vision for this property, the factors that went into it, and the important aspects of their development style.

Kelly Kuiper spoke to commissioners and shared how the developer met with the Salmon family to learn about the property's history. Kuiper talked about their approach to land use and housing types, stating the developer will continue to work with the family to incorporate their history into the project.

A motion was made by Hall, supported by Gilreath-Watts to approve the PUD-4 rezoning request at 3738 52nd St SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

Randall asked Staff regarding a redevelopment plan for 52nd Street and what the type of road it is intended to be currently.

Hofert responded and said that the City received a grant from the state to improve the non-motorized trail that runs along 52nd Street and with that the Engineering/Public Works department is looking into the possibilities of curbing or widening the street. Hofert shared that the City is aware of the traffic counts on the road and that is why a traffic study was not required for the developer.

Randall asked for the planned timeframe for the trail project.

Hofert said the grant needs to be spent by 2030.

Smart asked staff if there are plans for a traffic study to be required.

Hofert said the City already has data for this road, but if as staff works through the development and something were to change, the city would be in communication with the developer. The City has looked into the option of adding a traffic light, but traffic volumes currently do not support that option.

Smart asked if the master plan was considered while looking at this development.

Hofert said staff did look at the Master Plan and if the developer was to follow the 100' of tree canopy recommendation, the site would not be able to be developed in a way that made it viable and the developer is offsetting the lost trees with landscaping.

Smart asked about the price point for these homes.

McGraw said they have three different options: townhomes will start in the \$300,000s, smaller single-family homes in the \$400,000s and the bigger homes in the \$500,000s.

Gilreath-Watts wanted to know how the green area would be developed.

McGraw explained that they have options and gave examples of gazebos and fire pit areas. He said the green areas shown on the site plan are very large. Each entrance will have significant landscape efforts, and they would like to leave the edges untouched.

Randall said the east and middle of the property show a tree canopy and wondered about keeping that natural space.

McGraw said engineering such as stormwater and detention that has to be considered but they will try to keep as much of the natural tree canopy as they can.

Randall mentioned community gardens as an option for the development.

McGraw thanked Randall for the idea and mentioned that although he really liked the idea, it can also be an eyesore if no one maintains it.

Hall mentioned that the developer had earned the Arbor Day Award.

McGraw confirmed and reiterated how important it is to them to keep as much of the natural tree canopy as possible.

Hall asked staff if Public Safety, Engineering, and Traffic are part of the development team and, if so, have they all looked at the development and had any concerns for the traffic in the area.

Hofert confirmed that the development team consists of Engineering, representatives from Public Safety—both fire and police—and other departments within the City and they are recommending Planning Commission and City Council approve the development.

Weller said the development is too dense. He thinks they should have 70' lots, rather than the 50' proposed lots. Weller also says with traffic concerns and no traffic study, 200 units is too many. Weller also recommended pine trees planted between the development and the properties on Mills Ridge.

Micele asked about the concerns from the residents saying there is no school zone sign.

Hofert responded she will follow-up with the Engineering and Public Works staff.

Commissioners Gilreath-Watts, Hall, Lamer, Randall, Smart, VanDuren and Micele voted yes on the motion.

Commissioner Weller voted no on the motion saying the 50' to 65' lots made the development too dense and traffic volume concerns.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Joe Blair provided a second presentation to commissioners about combining R-2 and R-3 zoning districts to have a higher percentage of conforming properties, focusing on dwelling unit size, accessory buildings, lot coverage, and land uses.

PUBLIC COMMENT

Micele opened the public hearing at 9:10PM.

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: June 10, 2025

PLANNING COMMISSION DATE: June 17, 2025

ACTION REQUESTED: Request for Rezoning from ER Estate Residential to PUD-4 General Planned District

REQUESTED BY: Paramount Development Corporation, Virginia L Salmon Trust

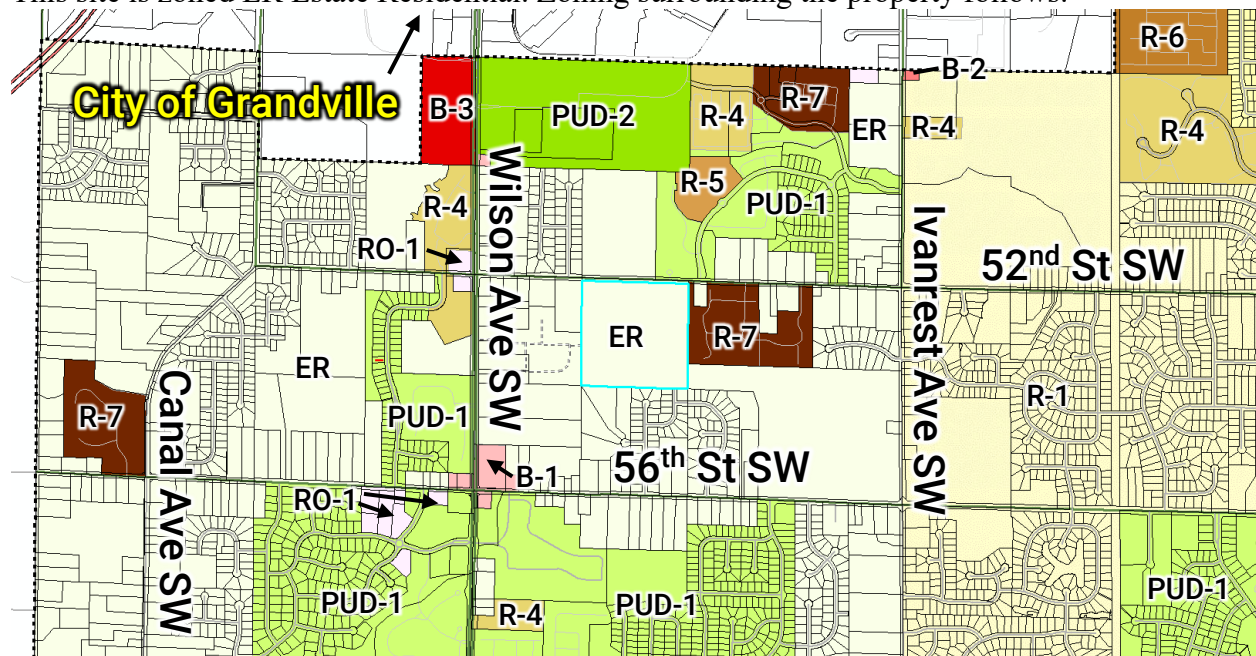
REPORT PREPARED BY: Nicole Hofert, Director of Community and Economic Development
Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 3738 52nd Street SW. The property is approximately 38.1 acres and is located along 52nd Street SW, southeast of the intersection of 52nd Street SW and Wilson Avenue SW.

EXISTING ZONING CHARACTERISTICS:

This site is zoned ER Estate Residential. Zoning surrounding the property follows:



North: ER Estate Residential, PUD-1 Low Density Planned Unit Development, PUD-2 Commercial Unit Development, R-5 Residential District, R-4 Residential District, B-3 Planned Shopping Business District, R-7 Residential District, *City of Grandville*

South: ER Estate Residential, PUD-1 Low Density Planned Unit Development, B-1 Local Business District, R-4 Residential District

East: R-7 Residential District, ER Estate Residential, R-1 Residential District

West: ER Estate Residential, RO-1 Restricted Office District, R-4 Residential District, PUD-1 Low Density Planned Unit Development, R-7 Residential District

EXISTING LAND USE:

The site currently has a vacant, single family residence within the 38.1 acre parcel. Uses surrounding the site are the following:



North: Residential - Education, Single Family, Multi-Family, Retirement Community, Place of Worship, Commercial - Retail, Business Recreation, Restaurant

South: Residential – Single Family, Multi-Family, Commercial – Restaurant, Automobile Repair, Contractor

East: Residential – Single Family, Multi-Family, Place of Worship, Commercial – Business Recreation

West: Residential – Single Family, Multi-Family, Assisted Living Facility, Education, Place of Worship, Commercial – Financial Institution, Medical Office

PROJECT INFORMATION:

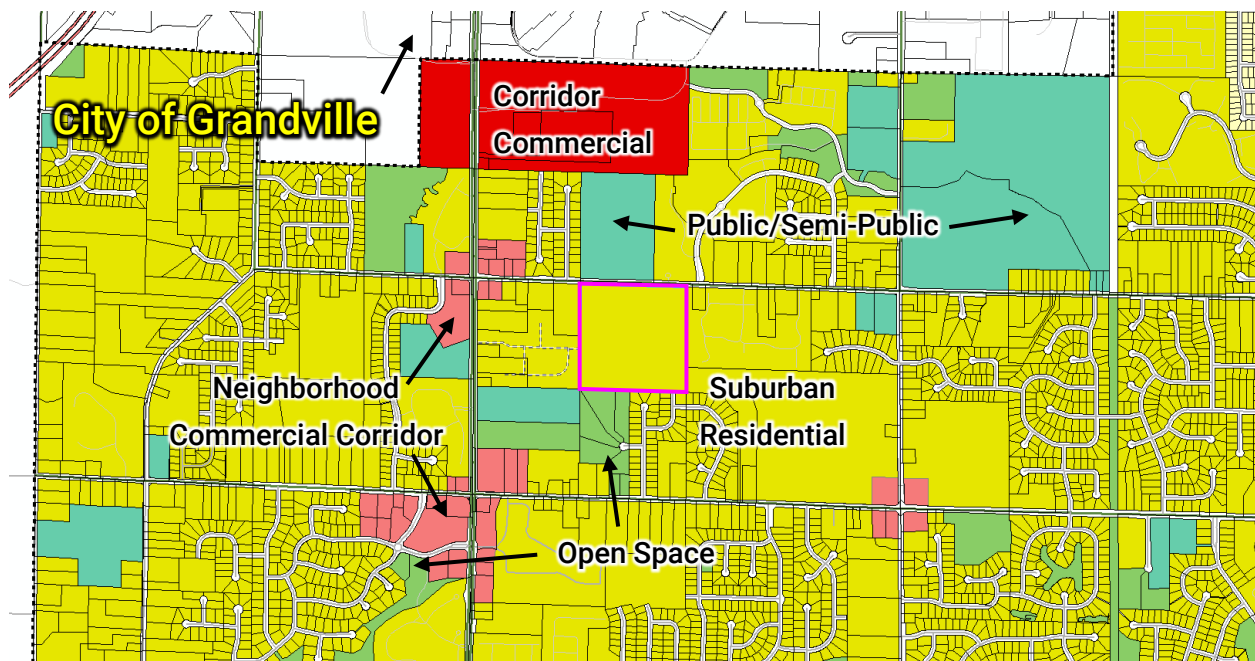
The applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) Consistency with the adopted master plan;

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.



(b) Compatibility of the allowed uses with existing and future land uses;

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

- (d) *Appropriateness of all uses allowed within the proposed district at the property location.*
The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) *Location*

The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) *PUD Purpose*

The proposed PUD meets three purposes as outlined in section 90-416C:

- i. *Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.*
This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.
- ii. *Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.*
The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.
- iii. *Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.*
The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) *Size*

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) Residential Density

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities

Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

- i. The following are deviations from applicable zoning codes for the entire project:
 - a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - b. Private road width of 25 feet with 24 feet of blacktop.
 - c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
 - e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
 - f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.
- ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The City's 2020 AI and HNA identified a need for 7,876 additional units in Wyoming.

This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location

The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process

The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed development offers differing housing types that can meet various needs and price points, which is necessary in a diverse community such as Wyoming. Social equity and economic strength are both gained when providing necessary housing and the opportunity for homeownership in an area that sees high demand from residents of varying income levels.

RECOMMENDED CONDITIONS TO APPROVAL

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

Project Narrative

i. Qualifying conditions.

a. Location

3738 52nd Street SW
Wyoming, MI 49418

b. PUD Purpose.

- The proposed PUD provides for flexibility in development by allowing a variety of housing styles in a cohesive development. The variety of styles and price points will foster community for every generation.
- The proposed PUD achieves a more desirable layout with more flexible setbacks than allowed in the underlying ER zoning district.
- The proposed PUD, specifically, the complementary mix of housing types, will offer a variety of price points and will be sold as owner occupied housing. This furthers the goals and needs of the City and its residents.
- The proposed PUD includes large, centrally located green spaces that will provide a fantastic amenity for all residents as it is within walking distance of all living units.

c. Size.

38.1 acres

d. Residential density.

Gross density = 5.43 du/ac

e. Housing variety.

The proposed development will contain a variety of housing types including:

- 70-foot-wide single family detached lots
- 50-foot-wide single family detached lots
- Front loaded garage townhomes (two, four, and six unit buildings)
- Rear load garage townhomes (six and eight unit buildings)

f. Utilities.

The PUD will be served by both public watermain and public sanitary sewer.

g. Ownership and control.

The property is currently under a purchase agreement with EB Real Holdings LLC and Paramount Development Corporation is the applicant and developer. Both entities have the same ownership. In addition, the application was signed by the current property owner and seller, Gary Salmon, Trustee of the Virginia L Salmon Trust.

h. Recognizable public benefit.

- The proposed PUD will include a complementary mix of housing types that will offer a variety of styles and price points and will foster community for every generation.
- The proposed PUD will connect the preserved open space through a looped sidewalk/trail system that will connect each home to the central gathering spaces within the townhome area.

ii. Identification of present owners of all land within the proposed project:

Virginia L Salmon Trust - Gary Salmon (Trustee)

iii. Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common space, minimum lot sizes by type of use.

The proposed PUD will be characterized by a close-knit community atmosphere. By providing a variety of housing styles we invite diversity of product and price points and therefore create a community that can span generations. The community will invoke charm with intentionally designed details including added curvature in the streets, great landscaping, and a focus on the large community green spaces that will act as a central gathering feature for all residents and loosen up the overall feel.

The project will include:

TYPE	ACREAGE	TOTAL
70-Foot Single-Family Lots	9.8 acres	35 Lots
50-Foot Single-Family Lots	10.6 acres	48 Lots
Front Loaded Townhomes	5.6 acres	1 2-Unit Building 6 4-Unit Buildings <u>8 6-Unit Buildings</u> Total: 74 Units

Rear Loaded Townhomes	4.0 acres	7 6-Unit Buildings <u>1 8-Unit Building</u> Total: 50 Units
Roadways/Parking/Sidewalks	<i>*Included in individual area calculations where abutting</i>	3,820 LF Public Road 1,250 LF Private Road 9,770 LF 5' Sidewalk 45 additional parking spaces
Green Space	7.9 acres	20.8%

TOTAL: 207 UNITS

GROSS RESIDENTIAL DENSITY: 5.43 DU/AC

MINIMUM LOT REQUIREMENTS:

70-Foot Single-Family Lots

MIN. LOT AREA	8,000 SF
MIN. LOT WIDTH	70 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 35 FT (*9 FT SECONDARY FRONT YARD SETBACK) SIDE: 7 FT (14 FT TOTAL) REAR: 30 FT

50 Foot Single-Family Lots

MIN. LOT AREA	5,400 SF
MIN. LOT WIDTH	50 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 25 FT (*6 FT SECONDARY FRONT YARD SETBACK) SIDE: 6 FT (12 FT TOTAL) REAR: 25 FT

Front Loaded Townhomes

GARAGE TO PVMT (NO WALK)	28 FT
GARAGE TO 6' WALK	20 FT
BLDG TO PUB. ROW OR 6' WALK	5 FT (*SECONDARY FRONT YARD)
BLDG TO 52 ND ST ROW AND PUD BNDRY	30 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT PUBLIC: 60 FT ROW, 33 FT B-B CURB

Rear Loaded Townhomes

BLDG TO PUBLIC ROW (SIDE)	10 FT (*SECONDARY FRONT YARD)
GARAGE TO PAVEMENT	24 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT

iv. A complete description of any requested deviations from the minimum spatial or other requirements applying to the property.

*Per Sec. 90-419C. Detached Single Family Residential must abide by R-2 standards, while Attached Single Family Residential must abide by R-4 standards, therefore, the deviations listed below are from the R-2 and R-4 standards by product type.

1. Detached garages shall be allowable for single-family dwellings. A deviation from section 90-409A(6) that requires attached garages for Single Family Detached homes.
2. 8,000 SF minimum lot area for the 70-foot-wide lots. A reduction of 400 SF from the 8,400 SF required per section 90-408A.
3. 5,400 SF minimum for the 50-foot-wide lots. A reduction of 3,000 SF from the 8,400 SF required per section 90-408A.
4. 50' lot width for the 50-foot-wide lots. A reduction of 15 feet from the 65 feet required.
5. 25-foot minimum front yard setback for Single Family Detached homes. A reduction of 10 feet from the 35 feet required per section 90-408A.
6. 24-foot minimum front yard setback (garage to edge of pavement) for the rear loaded townhomes. A reduction of 11 feet from the 35 feet required.
7. 25-foot minimum front yard setback (garage to sidewalk) for the front loaded townhomes. A reduction of 10 feet from the 35 feet required. **Note that non-sidewalk fronting front-loaded townhomes will maintain 28-foot setback.*
8. 52nd Street front yard allowed to be 30 feet for the front loaded townhomes (specific to NE corner of site). A reduction of 5 feet from the 35 feet required.
9. Secondary front yard (side yard) allowed to be 5 feet for the front loaded townhomes, despite abutting a street having residences fronting. A reduction of 30 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
10. Secondary front yard (side yard) allowed to be 10 feet for the rear loaded townhomes, despite abutting a street having residences fronting. A reduction of 25 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
11. Side yard (secondary front) allowed to be 9 feet for 70-foot-wide lots, despite abutting a street having residences fronting. A reduction of 11 feet from the 20 feet required per section 90-409A.4.

12. Side yard (secondary front) allowed to be 6 feet for the 50-foot-wide lots, despite abutting a street having residences fronting. A reduction of 14 feet from the 20 feet required per section 90-409A.4.
13. 30-foot minimum rear yard setback for the 70-foot-wide lots. A reduction of 5 feet from the 35 feet required section 90-408A.
14. 25-foot minimum rear yard setback for the 50-foot-wide lots. A reduction of 10 feet from the 35 feet required section 90-408A.
15. 14-foot total side yard setback for the 70-foot-wide lots. A reduction of 4 feet from the 18 total combined feet required by section 90-408A.
16. 6-foot single side yard setback for the 50-foot-wide lots. A reduction of 1 foot from the 7 feet required by section 90-408A.
17. 12-foot total side yard setback for the 50-foot-wide lots. A reduction of 6 feet from the 18 total combined feet required by section 90-408A.
18. 16-foot total side yard setback between all townhome units. A reduction of 4 feet from the 20 total combined feet required by section 90-419A.
19. A deviation from section 90-420A.5. to remove the requirement for a 25 foot wide front yard and secondary front yard greenbelt.
20. 30 feet back of curb to back of curb dimension for public road width (25 feet of blacktop). A reduction of 3 feet from both the blacktop width and the back of curb to back of curb width dimensions.
21. Private road allowable and proposed to be 25 feet back of curb to back of curb dimension with 24 feet of blacktop.
22. Michigan rooms and decks shall not be subject to rear yard setbacks and may project into required rear yard up to 6 feet, a deviation of 6 feet from section 90-306 that does not allow any projection into the required rear yard.
23. Other architectural features shall not be subject to front yard setbacks and may project into required front yard up to 6 feet, a deviation of 3 feet from section 90-306.

v. An explanation of why the proposed development should be given a density bonus, if applicable.

Not applicable

vi. A general description of the proposed development schedule and anticipated phases.

May 2025 – Oct 2025	Entitlement, construction plan review, permitting
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November 2025	Bid Project
Mar-Sep 2026	Construction
September 2026	Paving

While the exact phasing of the project has not been determined, the public cul-de-sac that connects to Clarey Drive will likely be one of the first phases as well as the westernmost entrance on 52nd Street. The exact length of the road and utility installation is to be determined, but this entrance provides an opportunity for a greater variety of housing types in an early phase. Subsequent phasing will be based on market demand.

vii. *Intended agreement, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.*

Eastbrook communities are all governed by Homeowners Associations whether the development is a condominium, site condominium, or plat (or a combination of those development types). Covenants and Restrictions, Master Deeds, and/or Bylaws (respectively) will be drafted for review and approval by the City Attorney. In addition, Eastbrook communities are also governed by Architectural Control Committees that review and approve all decisions related to the exterior of the home and/or lot. Eastbrook Homes maintains a high standard for varying floorplans, elevations, and exterior colors to prevent homogeneity and encourage compatible yet differentiated design. The Architectural Control Committee's authority to review and approve exterior modifications remains even after the project is sold out.

viii. *Traffic impact analysis*

Per pre-application meeting, no traffic impact analysis is required at this time.

ix. *Sewer impact study*

Per pre-application meeting, no sewer impact study is required at this time.

General Notes:

- Subject parcel address: 3738 52nd Street SW
PPN: 41-17-32-100-016
- Parcel size:
Gross acreage: 38.1 acres
Net acreage: 32.5 acres (excluding existing and proposed public ROW's)
- Description per tax records: NE 1/4 NW 1/4, SEC 32 T6N R12W, CITY OF WYOMING, MICHIGAN.
- Mapping:
 - Boundaries are based on available records.
 - 2' interval existing ground contours and topographic features based on available county GIS data.
 - Existing utilities are based on available as-built records.
 - This site is not within a F.E.M.A. Flood Hazard Zone.
- Existing Zoning: ER - Estate Residential
- Proposed Zoning: PUD-4
- Proposed Housing Mix:

Single Family Lots:	
- 50' wide lots	48
- 70' wide lots	35
Townhouses:	
- Rear-load Townhomes:	
(7) 6-unit buildings	
(1) 8-unit building	50 units
- Front-load Townhomes:	
(1) 2-unit building	
(6) 4-unit buildings	
(8) 6-unit buildings	74 units
Total Dwelling Units:	207 units
Overall Density:	207 units/38.1 acres = 5.43 units/acre
- Proposed Regulations:

50' wide Single Family Lot Regulations:

- Lot Area	5400 sqft
- Lot Width	50' measured at setback
- Front Setback	30' to front of garage* (Lots 5-8, 19-22 & 41-45)
	25' to front of garage* (all other lots)
	(6' secondary front for corner lot)
- Side Setback	6' (12' total)
- Rear Setback	25' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

70' wide Single Family Lot Regulations:

- Lot Area	8000 sqft
- Lot Width	70' measured at setback
- Front Setback	35' to front of garage*
	(9' secondary front for corner lot)
- Side Setback	7' (14' total)
- Rear Setback	30' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

Rear-load Townhouse:

- Building to public ROW	10'
- Garage to edge of pavement	24'
- Building to building	16'

Front-load Townhouse:

- Side of building to public ROW or 5' sidewalk	5'
- Building to 52nd Street ROW/PUD Boundary	30' *
- Garage to edge of pavement (no sidewalk)	28'
- Garage to edge of 5' sidewalk	25'
- Building to building	16'

* Decks, Patios, and Michigan Rooms may encroach into setback.
- Proposed Improvements
 - Public Streets - City of Wyoming standards with width exception. (3820' total)
 - Private Street - per detail provided. (1250' total)
 - Sidewalk shall be installed as shown on plan. (9770' total)
 - Utilities - municipal water and sanitary sewer, buried power, communications, and natural gas.
 - Drainage - Detention and storm sewer design will conform to City of Wyoming standards. Detention will be provided in an existing regional pond.
 - Maintenance of private streets and open areas in perpetuity by mandatory association of benefiting properties.
 - Construction will conform to all state and local codes, including but not limited to: Soil Erosion and Sedimentation Control, National Pollutant Discharge Elimination Systems, EGLE protection of regulated areas.
 - Final lighting, signage, and landscaping plans to be designed by others and shall conform to City of Wyoming ordinances.
 - Existing house and buildings will be demolished prior to construction.
- Parking:

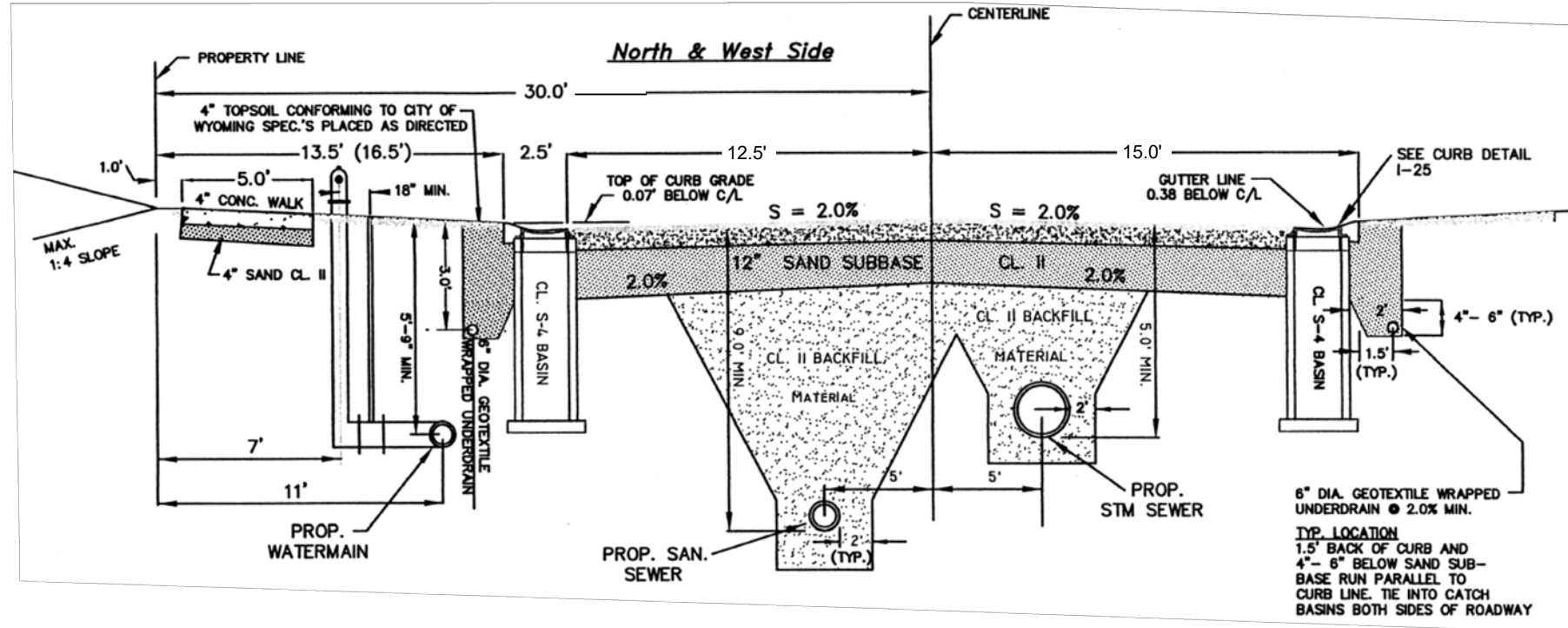
Proposed additional guest parking spaces: 45 (9' x 18' spaces)
- Landscaping:

Street trees to be planted along 52nd Street per Sec. 90-328.
- Open Space Calculation:

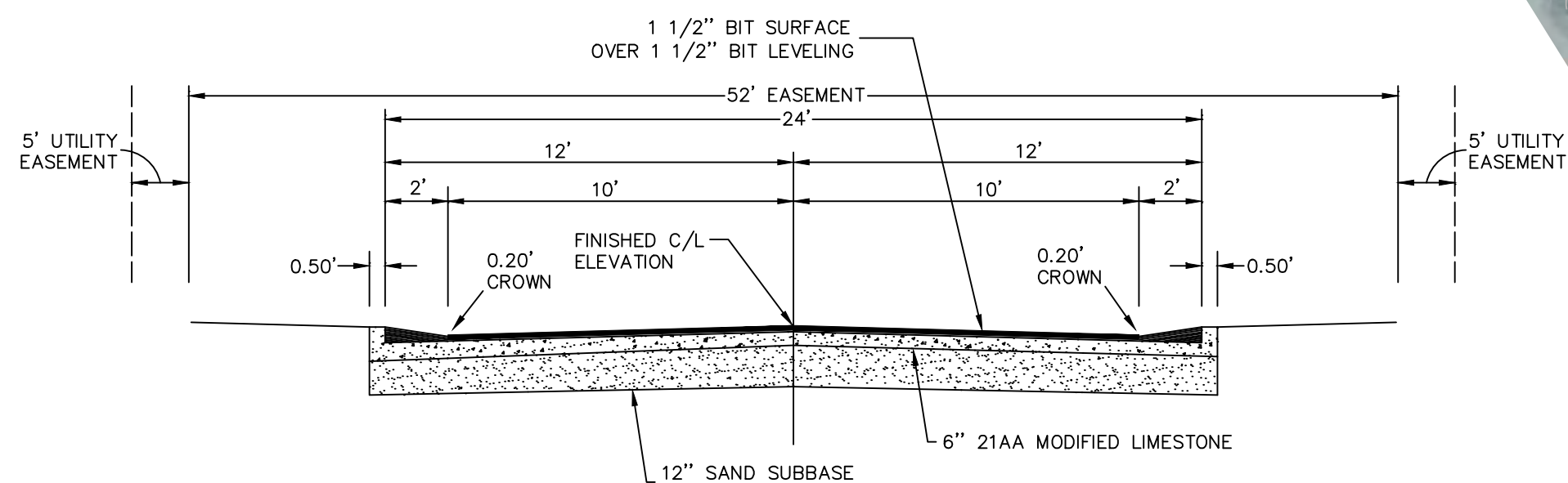
Total area = 37.9 acres (excluding proposed 52nd Street ROW)
50' Wide Single Family Lots: 10.6 acres
70' Wide Single Family Lots: 9.8 acres
Rear-load Townhomes: 4.0 acres
Front-load Townhomes: 5.6 acres
Open Space: 7.9 acres (20.8% of total)

LEGEND

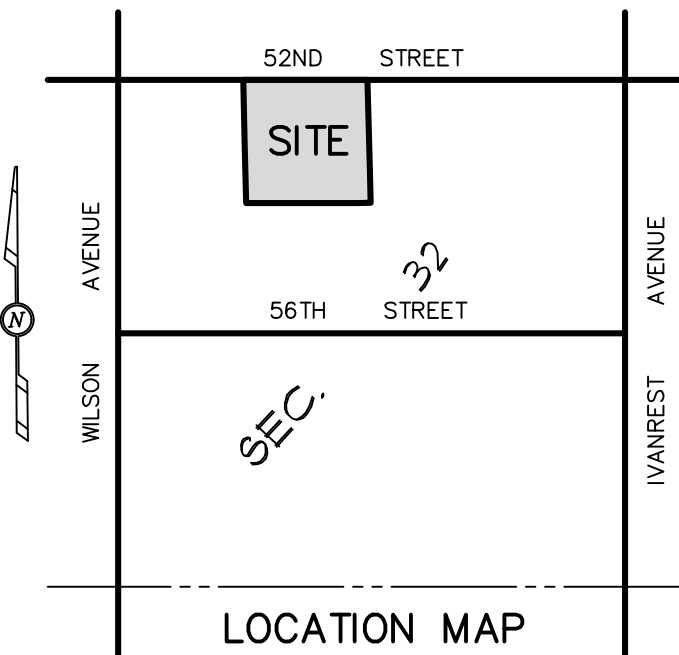
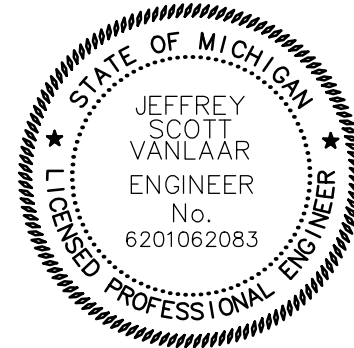
- = PROPOSED GREENSPACE
- = PROPOSED R.O.W. GREENSPACE
- = PROPOSED 50' WIDE SINGLE FAMILY LOTS
- = PROPOSED 70' WIDE SINGLE FAMILY LOTS
- R# = PROPOSED REAR-LOAD TOWNHOME
- F# = PROPOSED FRONT-LOAD TOWNHOME



PUBLIC STREET CROSS SECTION



PRIVATE STREET CROSS SECTION




CONCEPT SITE PLAN

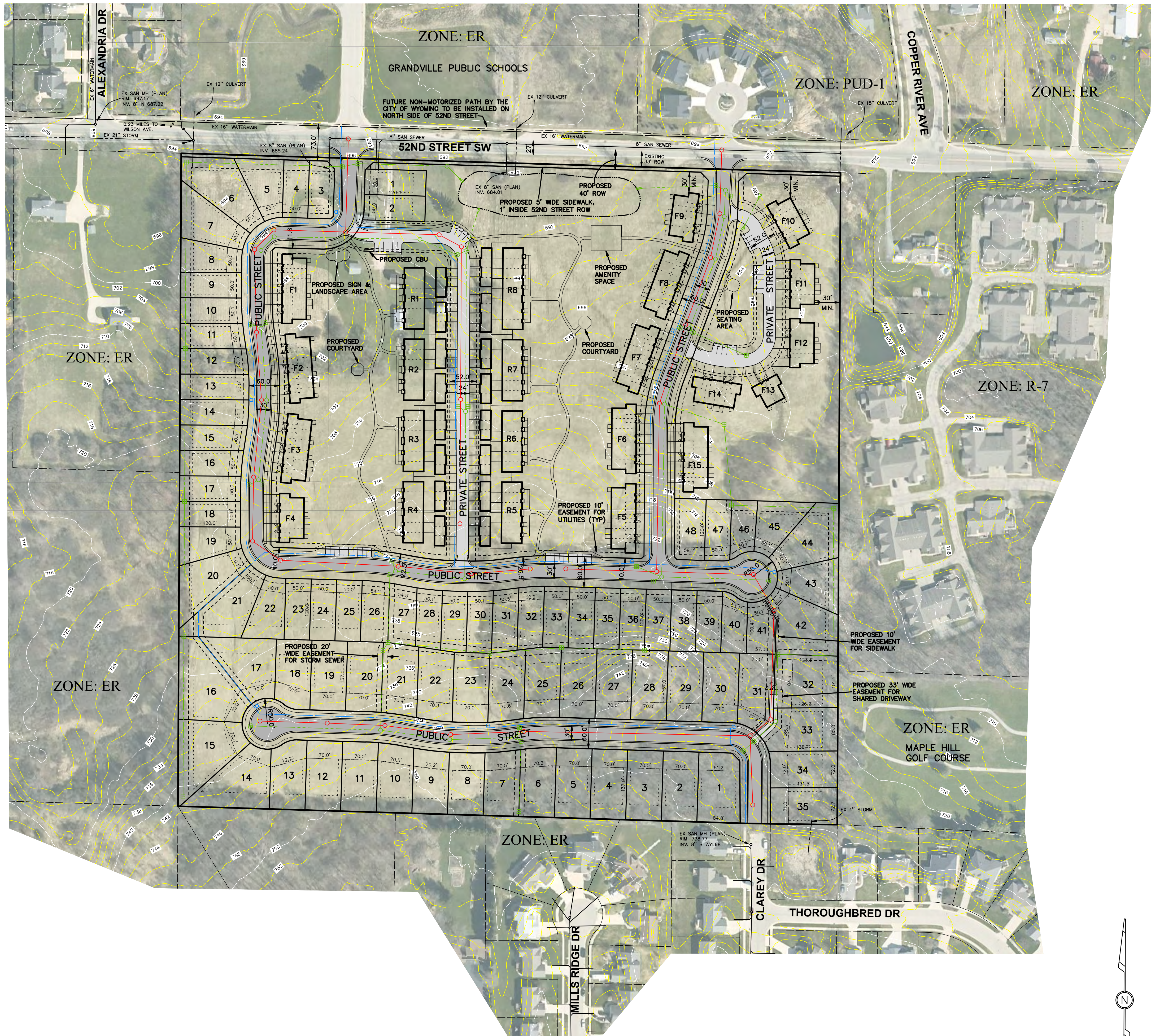
3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE MCGRAW
1188 EAST PARIS AVENUE SE, SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

				excel engineering, inc.			
				planners · engineers · surveyors			
				5252 Clyde Park, S.W. • Grand Rapids, MI 49509			
				Phone: (616) 531-3660 www.excelengineering.com			
			DRAWN BY: JDR		PROJ. ENG.: JSV		SHEET
			APPROVED BY: JSV		PROJ. SURV.: JSV		
			FILE NO.: 251185E		DATE: 05/14/25		1 of 2
DATE			REVISION		BY		

2' CONTOUR INTERVAL
SCALE: 1" = 100'



ALL UTILITIES ARE
SHOWN CONCEPTUALLY

LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED 8" SANITARY SEWER
- PROPOSED WATERMAIN



0' 50' 100'
2' CONTOUR INTERVAL
SCALE: 1" = 100'

CONCEPT LAYOUT AND UTILITY PLAN

3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE MCGRAW
1188 EAST PARIS AVENUE SE, SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN



DRAWN BY: JDR
APPROVED BY: JSV
FILE NO.: 251185E
DATE: 05/14/25

SHEET
2 of 2



Eastbrook**HOMES**

3738 52nd Street SW

Preliminary PUD-4

_____ 616-226-3891 | EastbrookHomes.com _____



Eastbrook**HOMES**

Architectural Pattern Book

3738 52nd Street SW

616-226-3891 | EastbrookHomes.com



70-Foot Lots Featuring Americana and Designer Series





Balsam





Elevation 'A'



Elevation 'B'



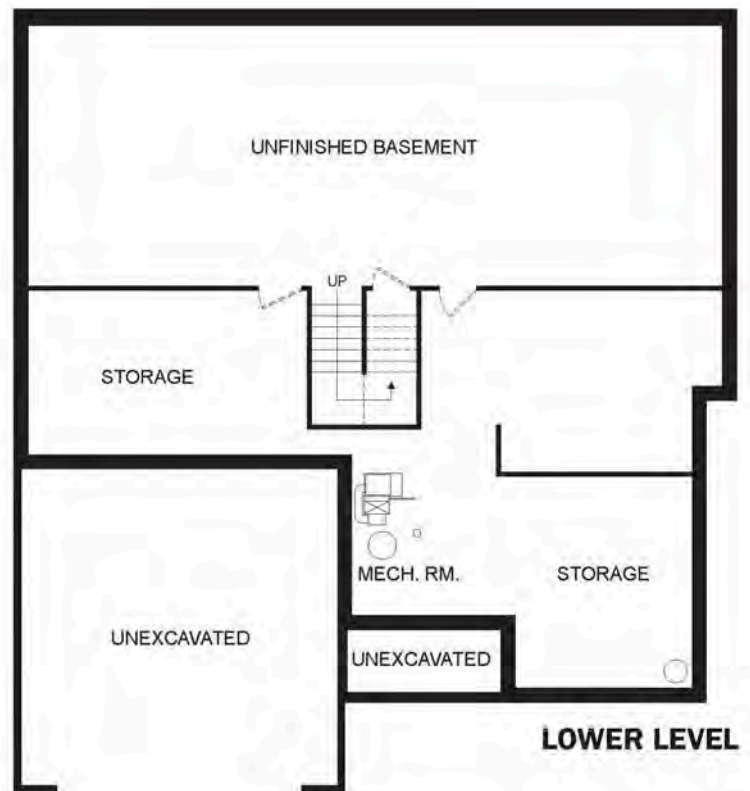
Elevation 'C'



Elevation 'D'



Elevation 'E'



Grayson





Elevation 'A'



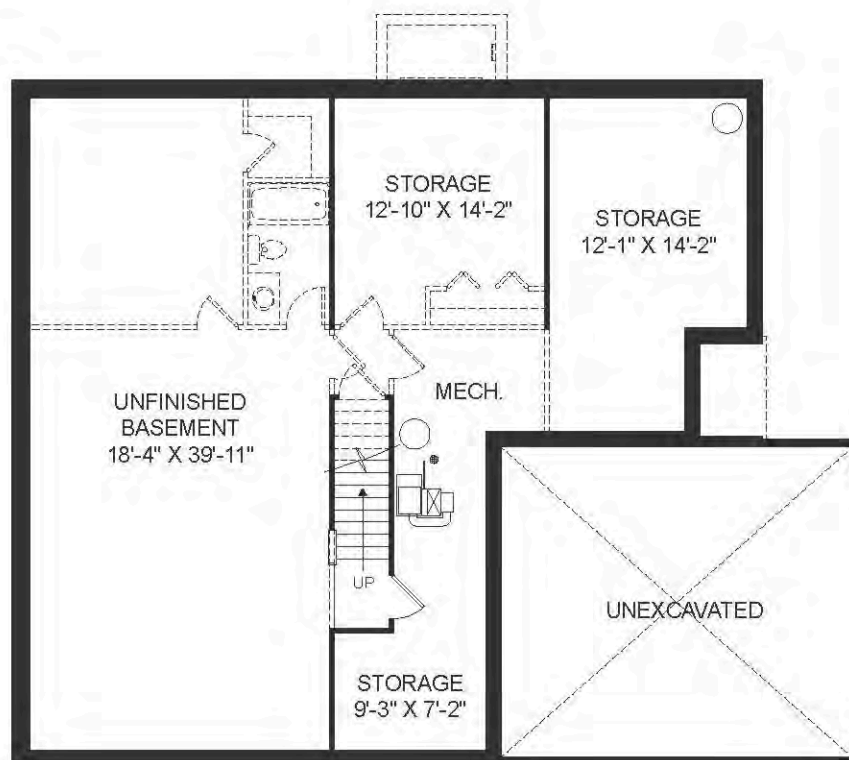
Elevation 'B'



Elevation 'C'



Elevation 'D'



Marley





Elevation 'A'



Elevation 'B'



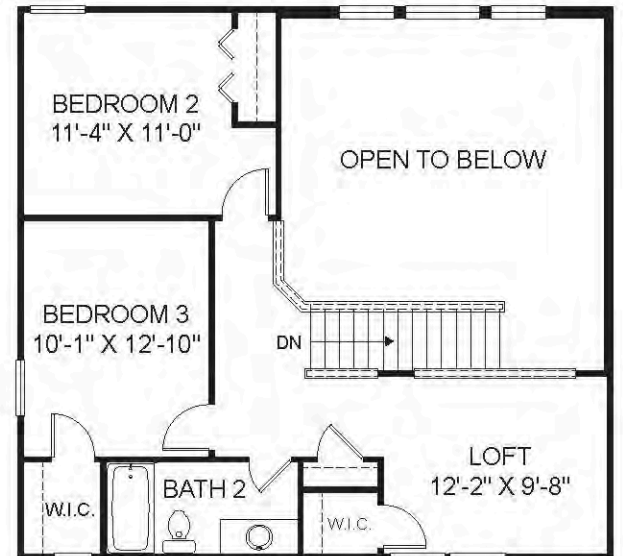
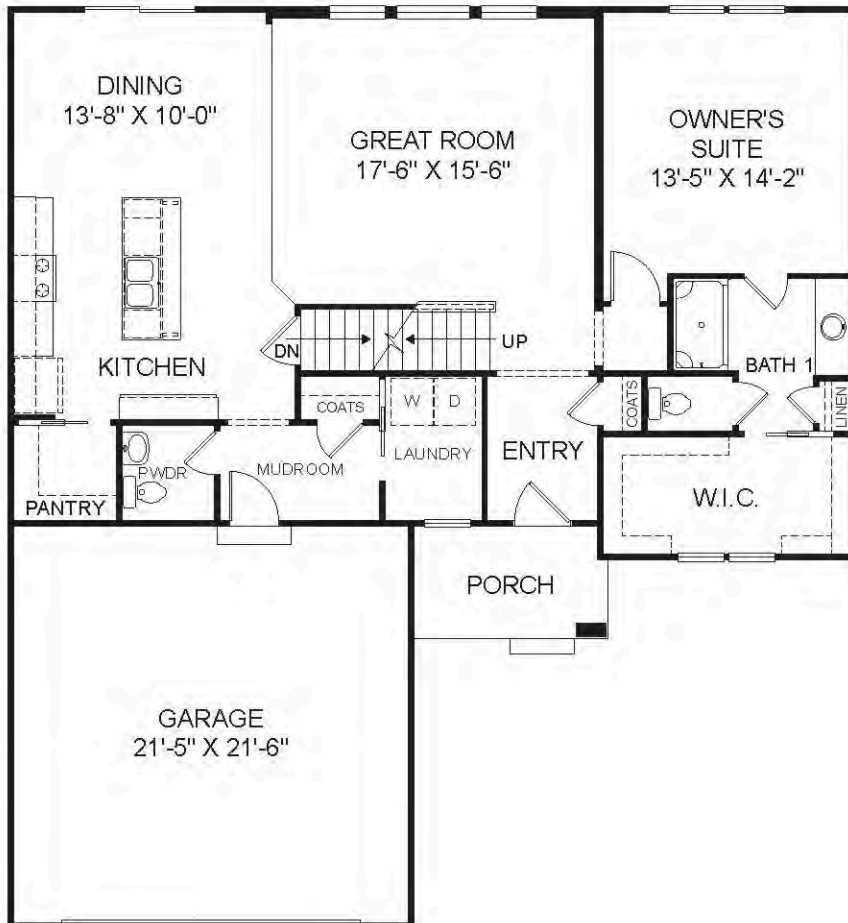
Elevation 'C'



Elevation 'D'



Elevation 'E'



FLOOR PLAN
8' CEILING HT.
DIMENSIONS
46'W x 50'D
1943 SF TOTAL

Newport





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'



Elevation 'G'



Elevation 'J'



Preston





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'







50-Foot Lots Featuring Hometown Series







Rowen





Elevation 'A'



Elevation 'B'



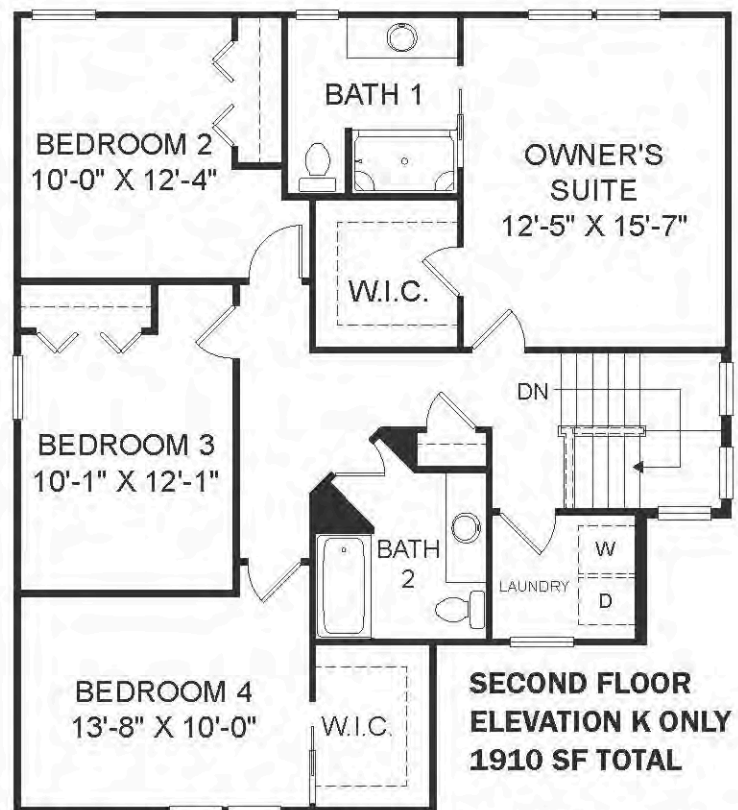
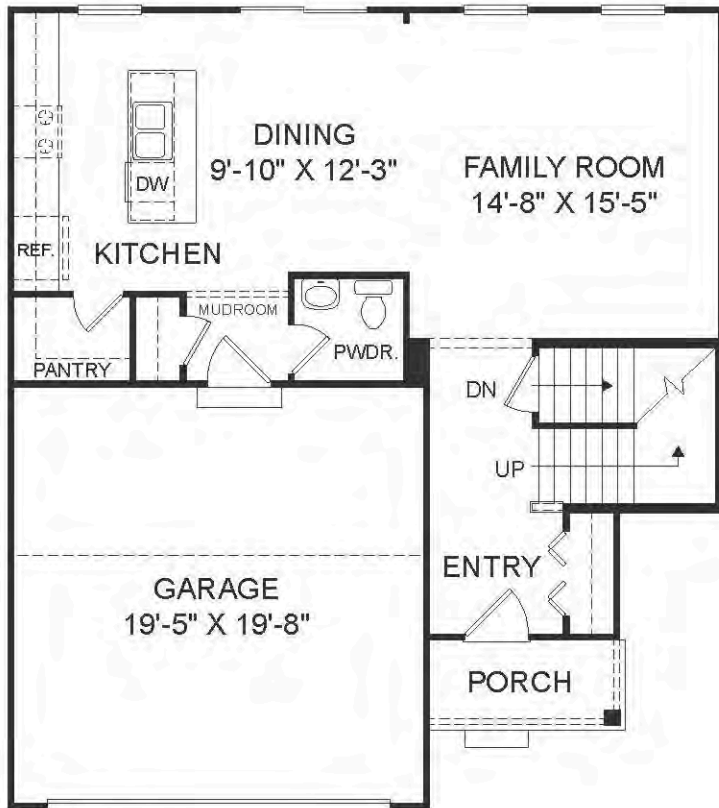
Elevation 'C'



Elevation 'D'



Elevation 'K'
(4 Bedroom Option)



MAY NOT BE COMBINED WITH 9' MAIN FLOOR OPTION

Taylor





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



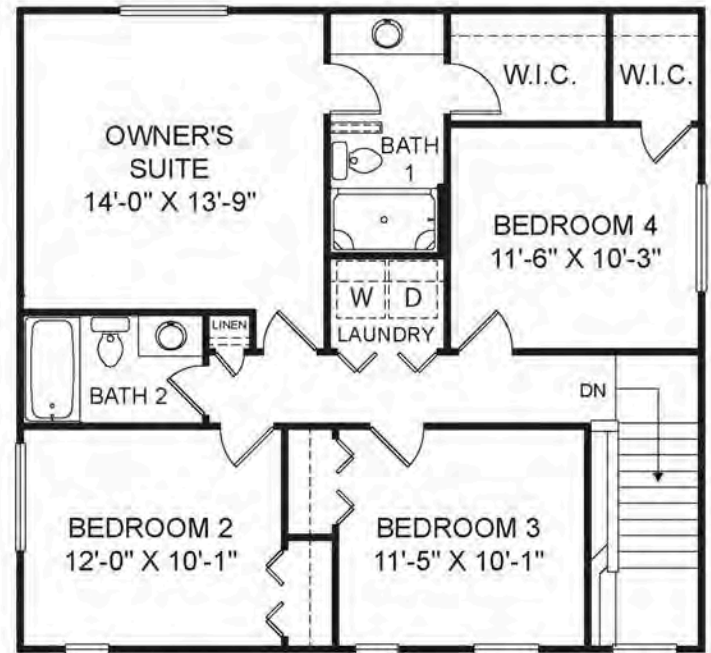
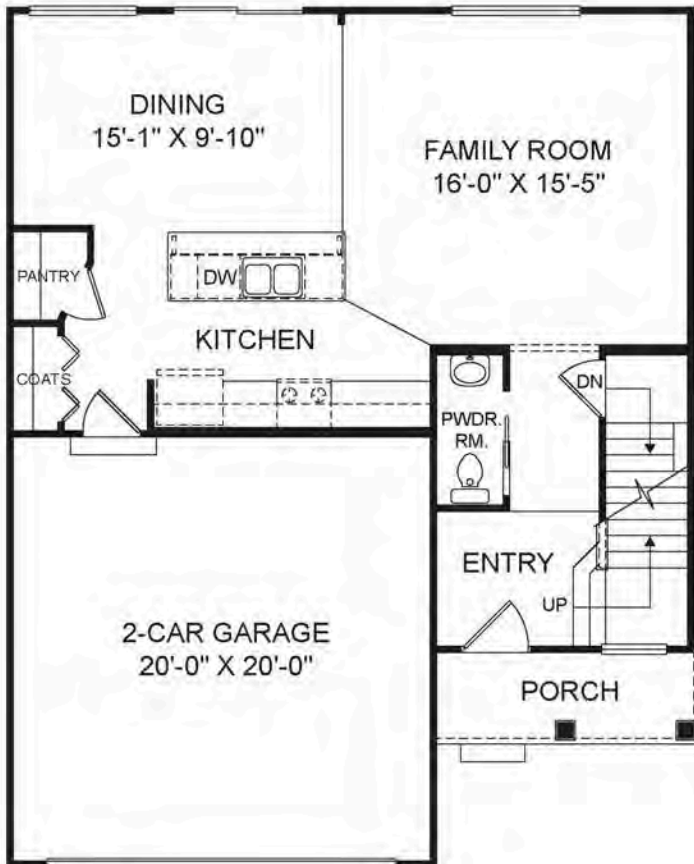
Elevation 'E'



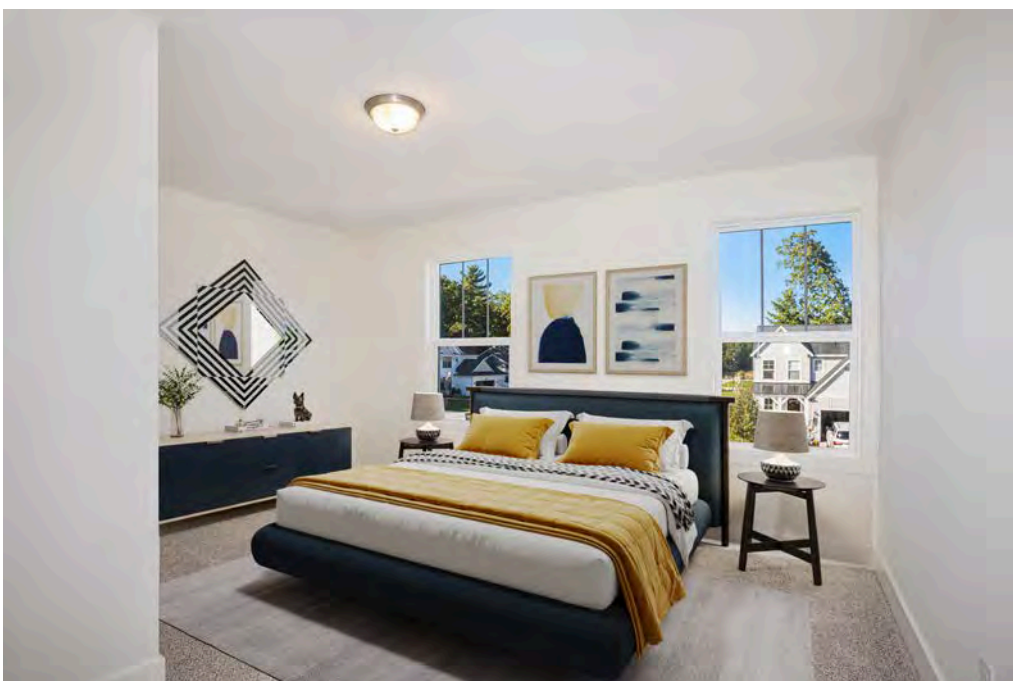
Elevation 'F'



Elevation 'G'



Stockton





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'



Elevation 'G'



Elevation 'H'



Elevation 'J'



Elevation 'K'



SECOND FLOOR



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
38'W x 40'D
2008 SF TOTAL



Elevation 'A'



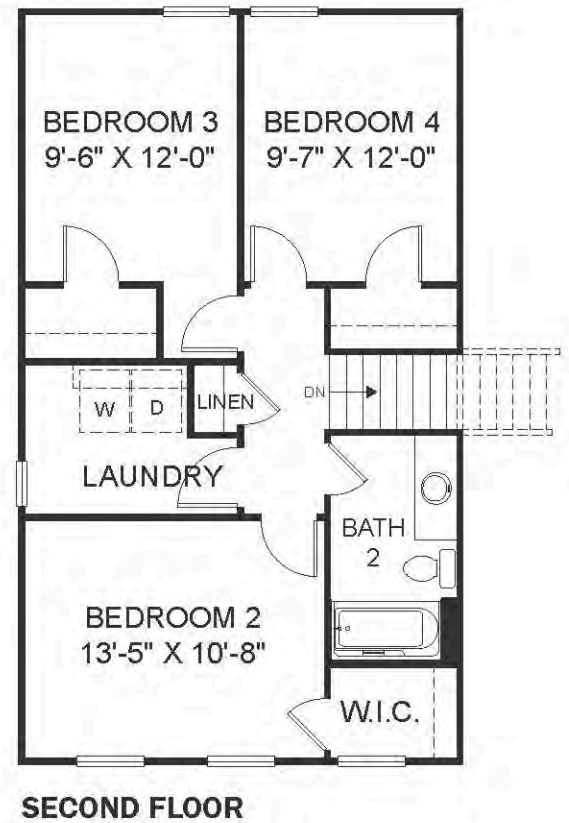
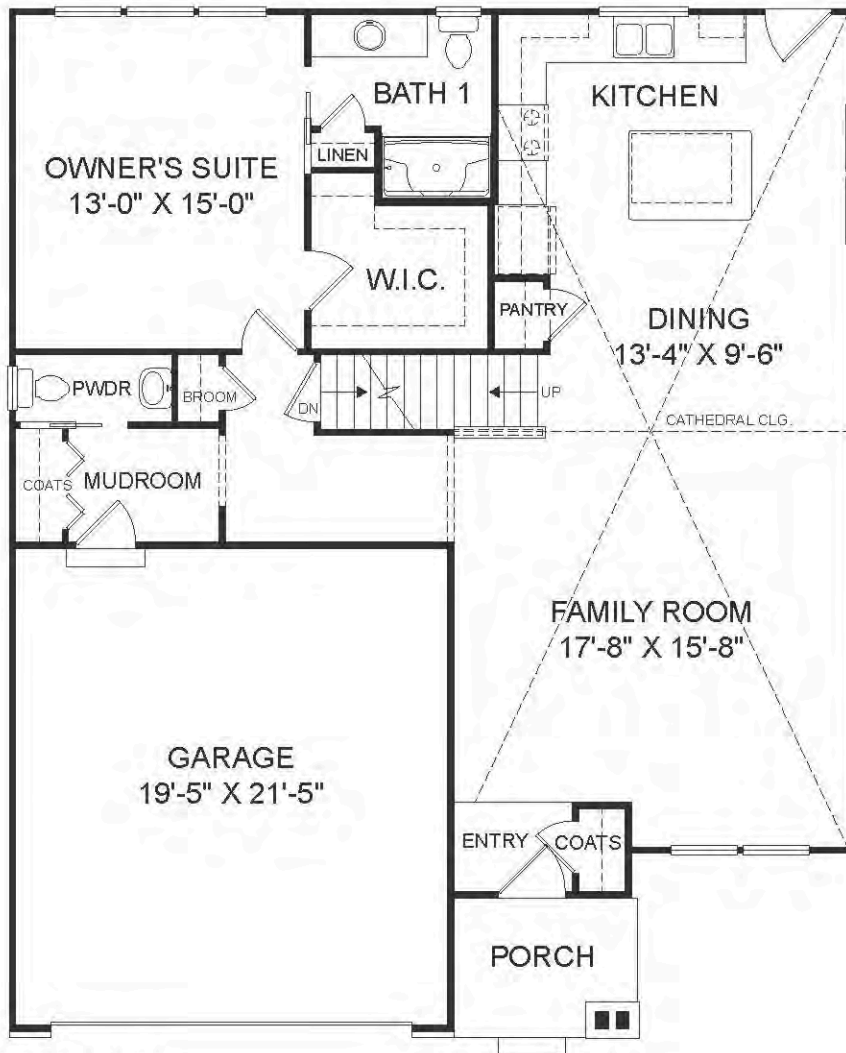
Elevation 'B'



Elevation 'C'



Elevation 'D'





Two-Story Front Loaded Townhomes Featuring Parkside Series







Cass





Elevation Cook's Crossing #2 & #8

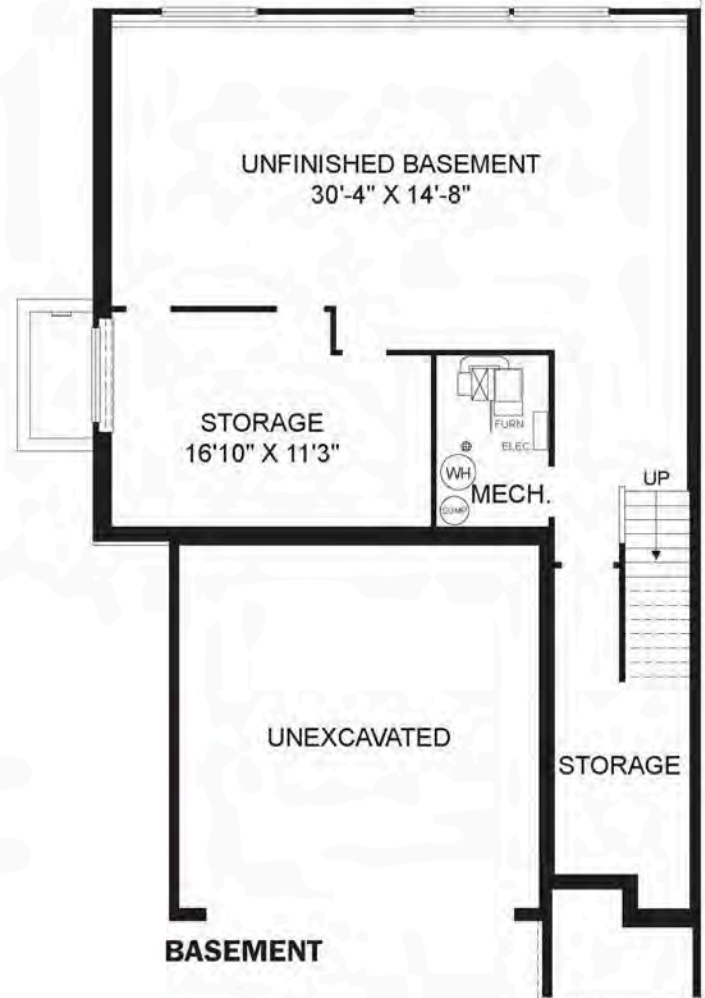


Elevation Cook's Crossing #4



Elevation Cook's Crossing #6

End Condo



Carter



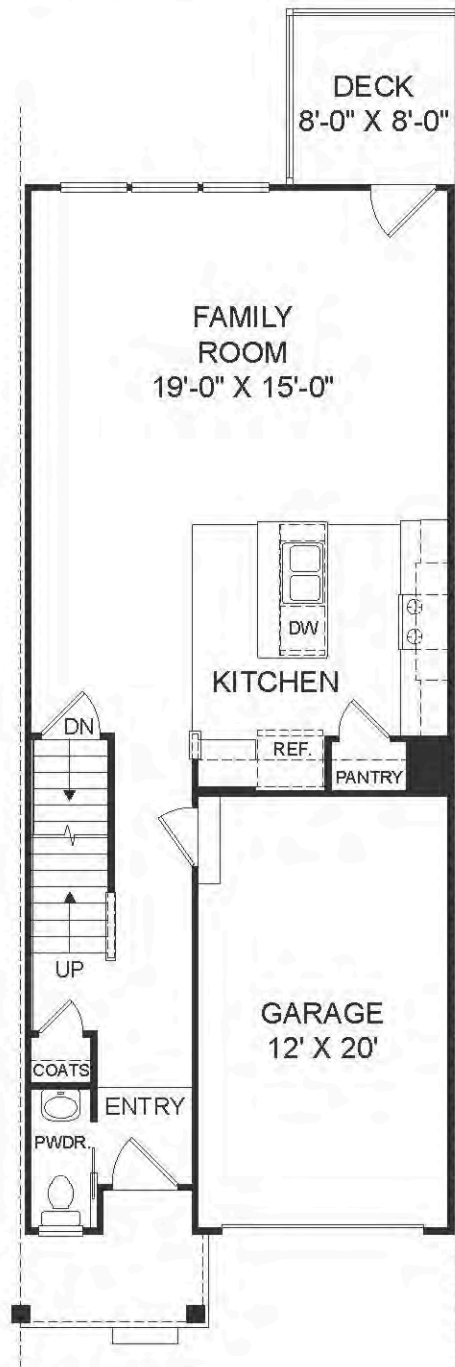


Elevation Cook's Crossing



Elevation Walnut Ridge

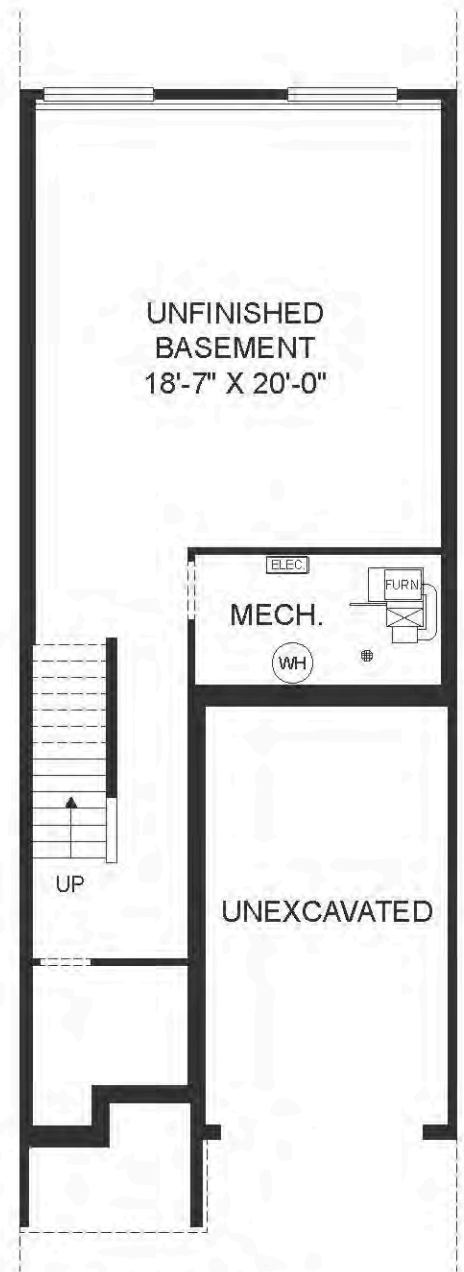
Middle Unit



FIRST FLOOR



SECOND FLOOR



LOWER LEVEL



Lois



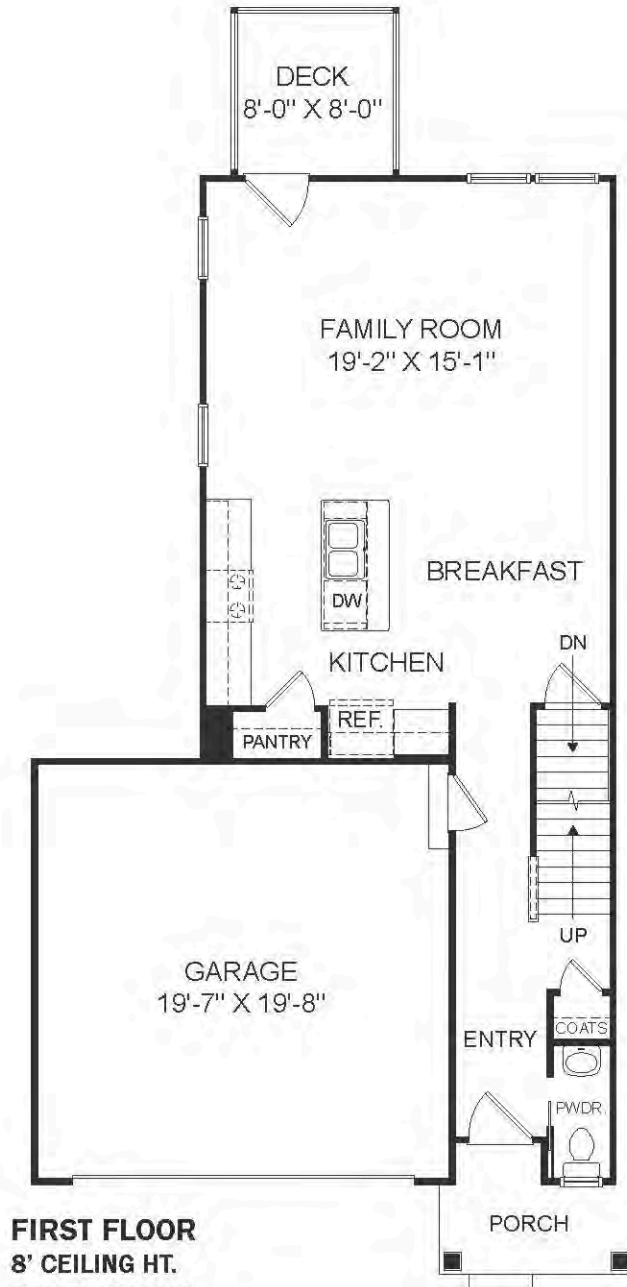


Elevation Lowing Woods



Elevation Walnut Ridge

END UNIT



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR
DIMENSIONS
20'W x 42'D



Lancer



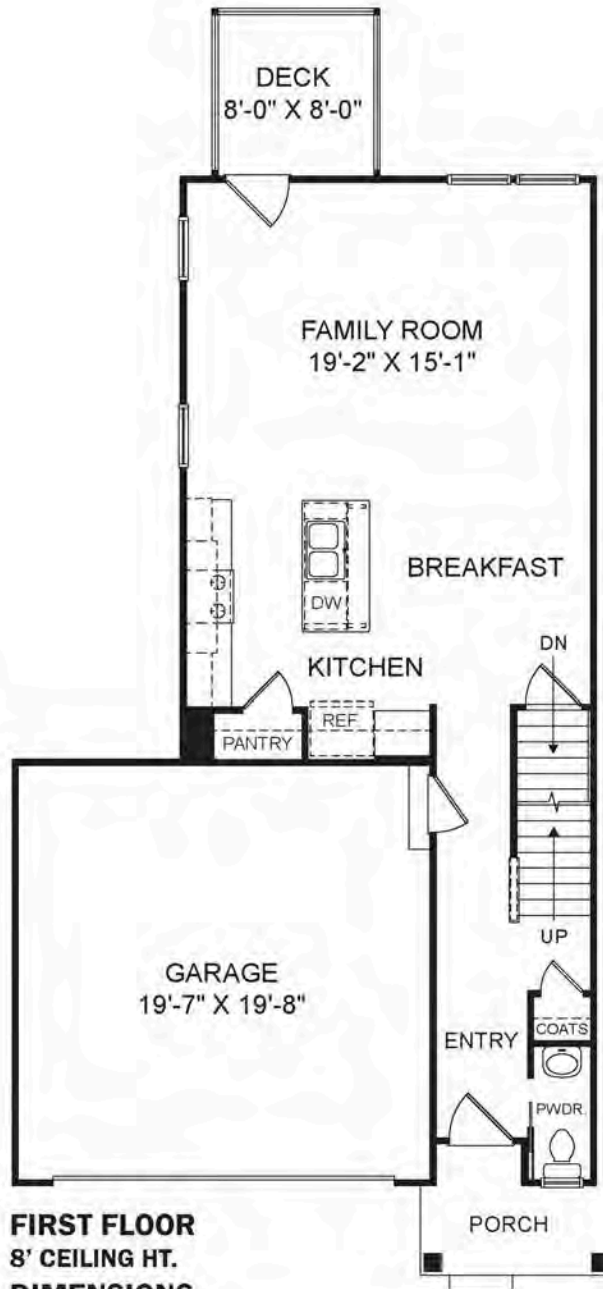


Elevation Lowing Woods



Elevation Walnut Ridge

End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR
DIMENSIONS
20'W x 42'D



EastbrookHOMES

EastbrookHomes.com | concierge@eastbrookhomes.com | 616-455-0200 | 1188 East Paris Ave SE, Ste 100, Grand Rapids, MI 49546

Plans and elevations are artist's renderings only, may contain options which are not standard on all models. We reserve the right to revise plans, designs, specifications, and prices without notice.

All dimensions are approximate. Please contact our Concierge for current base plans and included options. EASTBROOK HOMES © 2023 ALL RIGHTS RESERVED.

02.22.2023

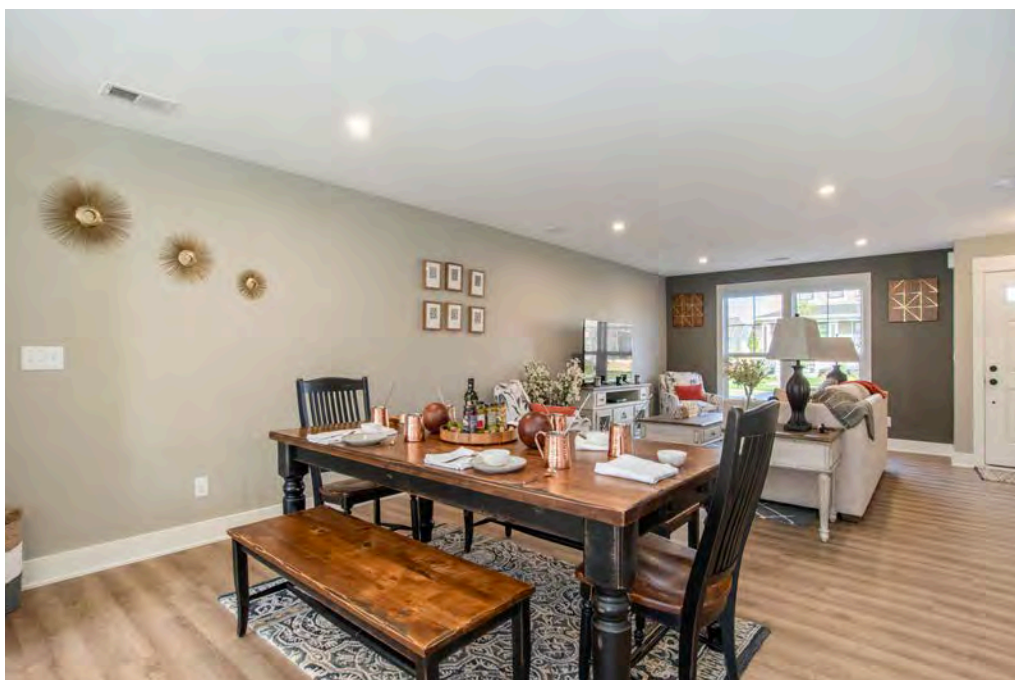


Two-Story Rear Loaded Townhomes Featuring Parkside Series





Thayer



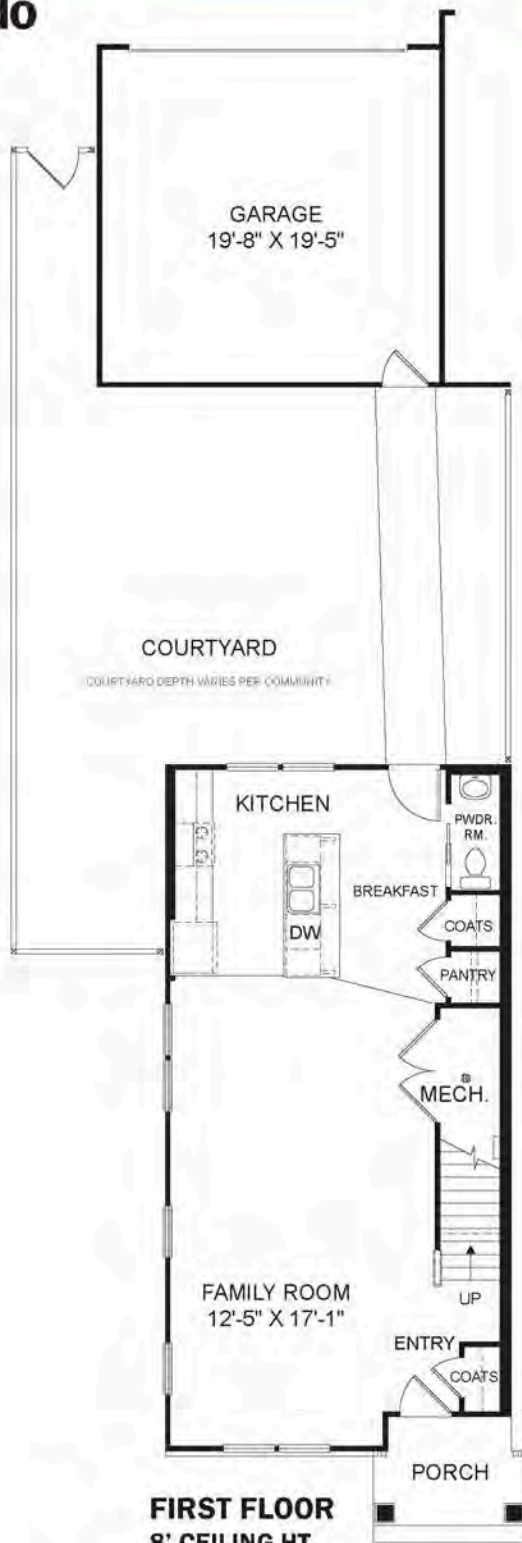


Elevation Town Square



Elevation Cook's Crossing

End Condo



Turk

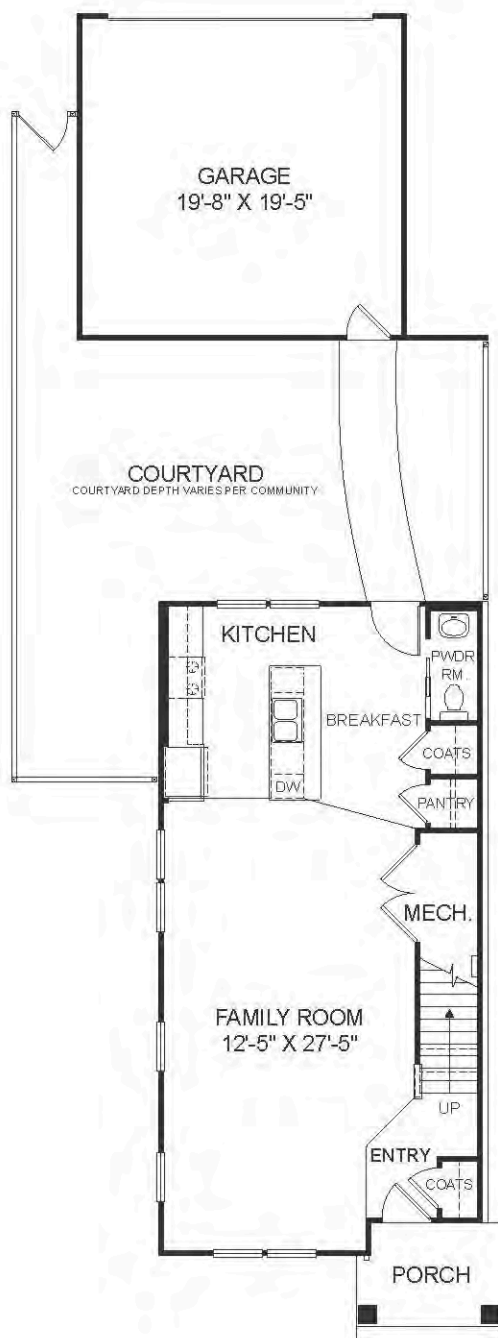




Elevation



End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 40'D
1525 SF TOTAL



SECOND FLOOR



Common Spaces

Common Spaces



Common Spaces



FIRST DRAFT

Salmon Platted Community

DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS

THIS DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the ____ day of _____ 2025 by Paramount Development Corporation, a Michigan domestic limited liability company, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Paramount Development Corporation is developing certain property in the City of Wyoming, Kent County, Michigan, legally described on the attached Exhibit A, to be known as the Salmon Platted Community. The Salmon Platted Community will be platted for single family homes pursuant to the appropriate recorded plat.

WHEREAS, the first plat of the Salmon Platted Community was recorded with the Kent County Register of Deeds on _____, 2025 in Instrument No. _____.

WHEREAS, Developer is developing the Salmon Platted Community plat in platted phases, all plats to be known as the Salmon Platted Community followed by the appropriate plat number (collectively referred to as the Salmon Platted Community), which lot owners will use and benefit from the same entry areas, common areas and amenities at such time as the subsequent plat(s) are recorded with the Kent County Register of Deeds; and

WHEREAS, this area may be expanded or contracted by Developer at any time and without any limitations. Only properties developed by Paramount Development Corporation, its successors or assigns, within the above described boundaries may use the name of the Salmon Platted Community; and

WHEREAS, it is required that each owner or purchaser of a lot in the Salmon Platted Community becomes and remains a member of the Salmon Platted Community Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Salmon Platted Community subdivision, and is required to contribute to the maintenance of the common area property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in the Salmon Platted Community, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the

purchasers of lots the use of the property for attractive residential purposes and to preserve the general character of the neighborhood; and

NOW, THEREFORE, the platted lots in said the Salmon Platted Community shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

A. USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the City of Wyoming Zoning Ordinance concerning home occupations.

2. Common Areas. The Salmon Platted Community includes common areas which shall be maintained by the Association. The common areas shall be used only by the Developer, the lot owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon satisfies the requirements of the Zoning Ordinance of the City of Wyoming, Kent County, Michigan, which is in effect at the time of the contemplated use or the construction of any structure, unless approval thereof is obtained by a variance from the City of Wyoming. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of City of Wyoming or any other governmental entity with jurisdiction.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot or unit in the Salmon Platted Community development.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.

6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

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

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the side walls of the residence constructed on a lot.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the following criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than ten feet from the property line and shall be suitably landscaped.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project.

11. Pools and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment. Pools shall be suitably maintained. Swimming pools shall meet the

requirements of the City of Wyoming. Fencing around pools is permitted to meet city requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within nine (9) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state. Due to the lake and pond located in the project only phosphorous free fertilizers may be used on lawns to protect the water quality.

Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner of the lot. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property.

13. Satellite Dish.

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

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

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front or side yard unless the criteria stated herein cannot be met due to the required line of site with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

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

14. Sidewalks. In accordance with a requirement of the City of Wyoming, lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate governmental authority to seek enforcement measures.

15. Mailboxes. Cluster mailboxes are required by the United States Postal Service. The boxes will be maintained by the Association.

16. Nuisances. No noxious or offensive trade or activities 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.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

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

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business.

No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or common area.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Landscape Area Irrigation. Irrigation for the landscaping may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located

in the landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars (\$150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs. No signs or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or common areas that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Salmon Platted Community development.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Kent County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.

B. THE SALMON PLATTED COMMUNITY PROPERTY OWNERS' ASSOCIATION

1. Organization. The Developer has created the Salmon Platted Community Property Owners' Association, a Michigan non-profit corporation (the "Association"), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots and condominium units in said the Salmon Platted Community are hereby obligated to become and remain members of the Salmon Platted Community Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the common areas, parks, entry areas, private roads and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the parcel owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the parcel affected. The obligation may be enforced by the Developer, any owner of a lot or unit in the Salmon Platted Community or by the Property Owners Association. Paramount Development Corporation, Eastbrook Homes, Inc., or its assigns, shall not be obligated to pay dues on any lots except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

C. RESERVED RIGHTS OF DEVELOPER

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Easements Reserved by Developer. The Developer reserves easements over the project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend and use all roadways, drives,

walkways and bike paths located within the project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways and bike paths that Developer desires to construct at any time in the future, over any property within the project (the "Access Easements").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the project and the public water system and the public sanitary sewer system located within the project, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances.

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

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

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

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

no duty to contribute or to cause others to contribute in any way to the Association or to any lot owner on account of the exercise of the rights reserved under this section. The Developer has no duty to exercise any of the rights it has reserved under this section.

D. DRAINAGE AND DETENTION AREAS

1. Drainage. Some of the lots in the project are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the project. No development, grading or construction is permitted within private easement 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 drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Detention Ponds. The Salmon Platted Community plats include stormwater detention areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Paramount Development Corporation, Eastbrook Homes Inc., their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the detention pond areas.

E. ENFORCEMENT OF RESTRICTIONS

1. Remedies of Association. If the Association determines that any lot owner has failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(c) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

(d) Police enforcement where applicable.

(e) Filing of small claims court action in district court to seek monetary judgments.

(f) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the project. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the project, but not against the Association or the Developer.

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

5. Liability. The Salmon Platted Community Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

F. AMENDMENTS BY DEVELOPER

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in the Salmon Platted Community. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots in all of the Salmon Platted Community plats.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.

PARAMOUNT DEVELOPMENT CORPORATION

By _____
Michael R. McGraw
Its Member

STATE OF MICHIGAN
COUNTY OF KENT

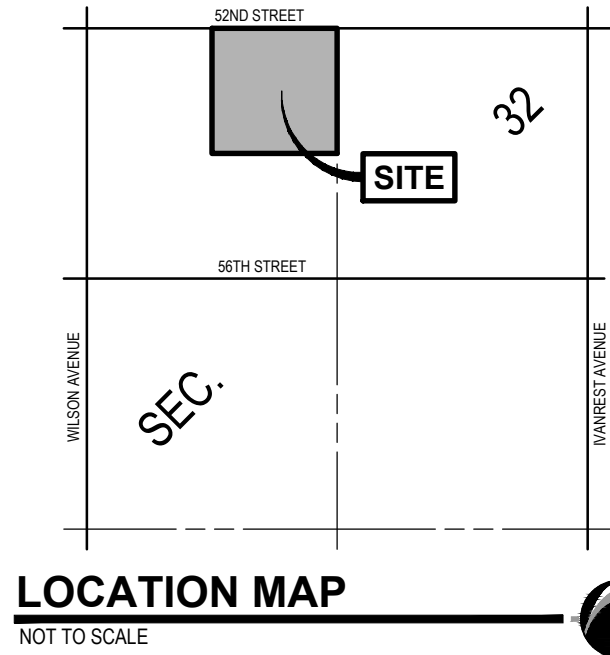
The foregoing instrument was acknowledged before me this _____ day of _____ 2025
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan domestic
profit corporation, on behalf of said company.

Rachel Fox
Notary Public, Ottawa County, Michigan
My Commission Expires: 10/6/2030

Prepared by and return to:
Kelly Kuiper
1188 East Paris Ave Ste 100
Grand Rapids MI 49546

EXHIBIT A

INSERT LEGAL DECRPTION OF ENTIRE AREA FOR THE SALMON PLATTED
COMMUNITY PLATS



TITLE INFORMATION

The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

TITLE DESCRIPTION

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Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

SCHEDULE B - SECTION II NOTES

12. Right of way in favor of Consumers Power Company (now known as Consumers Energy), as recorded in Liber 83 Miscellaneous Records on Page 541. **The easement described in this document is a blanket easement. Route to be taken by lines of poles, wires, cables and conduits is shown on this survey.**
13. Terms, covenants, and conditions of Highway Easement Release, as recorded in Liber 2017 on Page 1017. **The easement described in this document is shown on this survey.**

SURVEYOR'S NOTES

- 1) ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0510D, Map Number 26081C0510D, with an Effective Date of February 23, 2023, shows this parcel to be located in Zone "X" (areas of minimal flood hazard) (subject to map scale uncertainty).
- 2) ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 1,704,919 Square Feet / 39.14 Acres
- 3) ALTA TABLE "A" ITEM NO. 9 - Parking Information
No striped parking spaces
- 4) ALTA TABLE "A" ITEM NO. 16 - Evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 5) ALTA TABLE "A" ITEM NO. 17 - Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 6) ALTA TABLE "A" ITEM NO. 18 - Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor. **No plottable offsite easements to be shown on survey.**
- 7) Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 8) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.
- 9) Basis of Bearing: S00°17'30"W along the North-South 1/4 line of said Section as recorded in The Villas at Rivertown, Kent County Condominium Subdivision Plan No. 804.

ZONING INFORMATION

ALTA TABLE "A" ITEM NO. 6(a) - CURRENT ZONING CLASSIFICATION

ZONING REPORT NOT PROVIDED TO SURVEYOR.

BENCHMARKS

BENCHMARK #15027 ELEV. = 740.39 (NGVD29)
Set benchmark on Northeast flange bolt on hydrant. Located 15'± West of the edge of asphalt for Clarey Drive and 0.6'± North of the extension of the north line of the existing house # 3577 Clarey Drive.

BENCHMARK #80005 ELEV. = 699.67 (NGVD29)
Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.

SURVEYOR'S CERTIFICATION

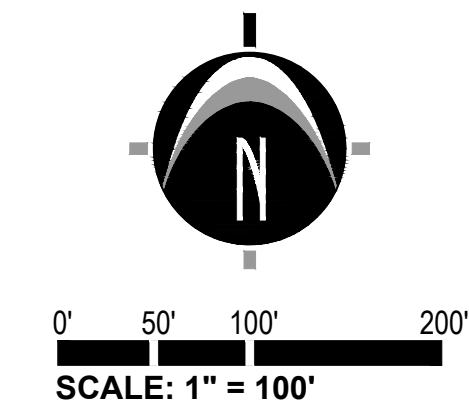
To DOMO Developmwt LLC, a Michigan limited liability company; Sun Title Agency of Michigan, LLC and Old Republic National Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 10, 11(a), 13, 16, 17 & 18 of Table A thereof. The fieldwork was completed on September 30, 2023.

PRELIMINARY

Scott A. Hendges
Professional Surveyor No. 4001047953
Nederveld, Inc.
shendges@nederveld.com

LEGEND

	Catch Basin - Round		Handhole		Stop Box		Gas Line
	Catch Basin - Square		Hydrant		Sign		Overhead Utility
	Control Point/ Benchmark		Iron-Found		Stop Sign		Storm Line
	Cable Riser		Light Pole		Sanitary Manhole		Tree Line
	Culvert		Mailbox		Transformer		Asphalt
	Deciduous Tree		Miss Dig Flag - Gas		Manhole		Existing Building
	Electric Meter		Miss Dig Flag - Water		Underground Fiber Marker		Concrete
	Evergreen Tree		Manhole		Underground Gas Marker		
	Gas Valve		Post		Water Valve		
	Guy Anchor		Utility Pole		Fence		



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANT" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:

Drawn: VB

Date: 08-21-23

REVISIONS:

Rev:

Drawn:

Date:

Avis-3738 52nd Street SW

ALTANSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PRELIMINARY

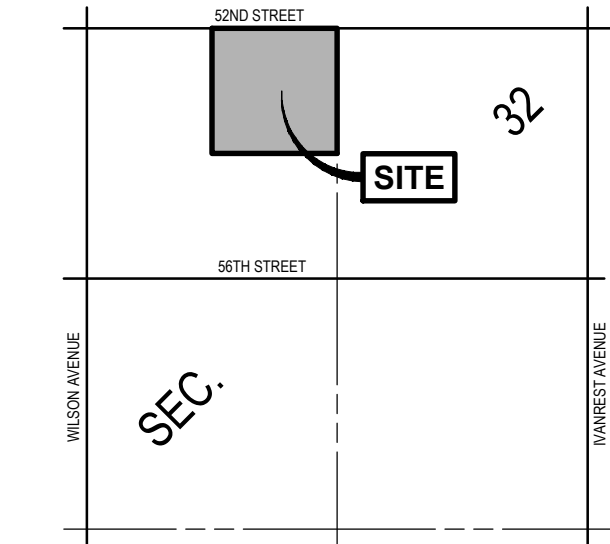
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23400722

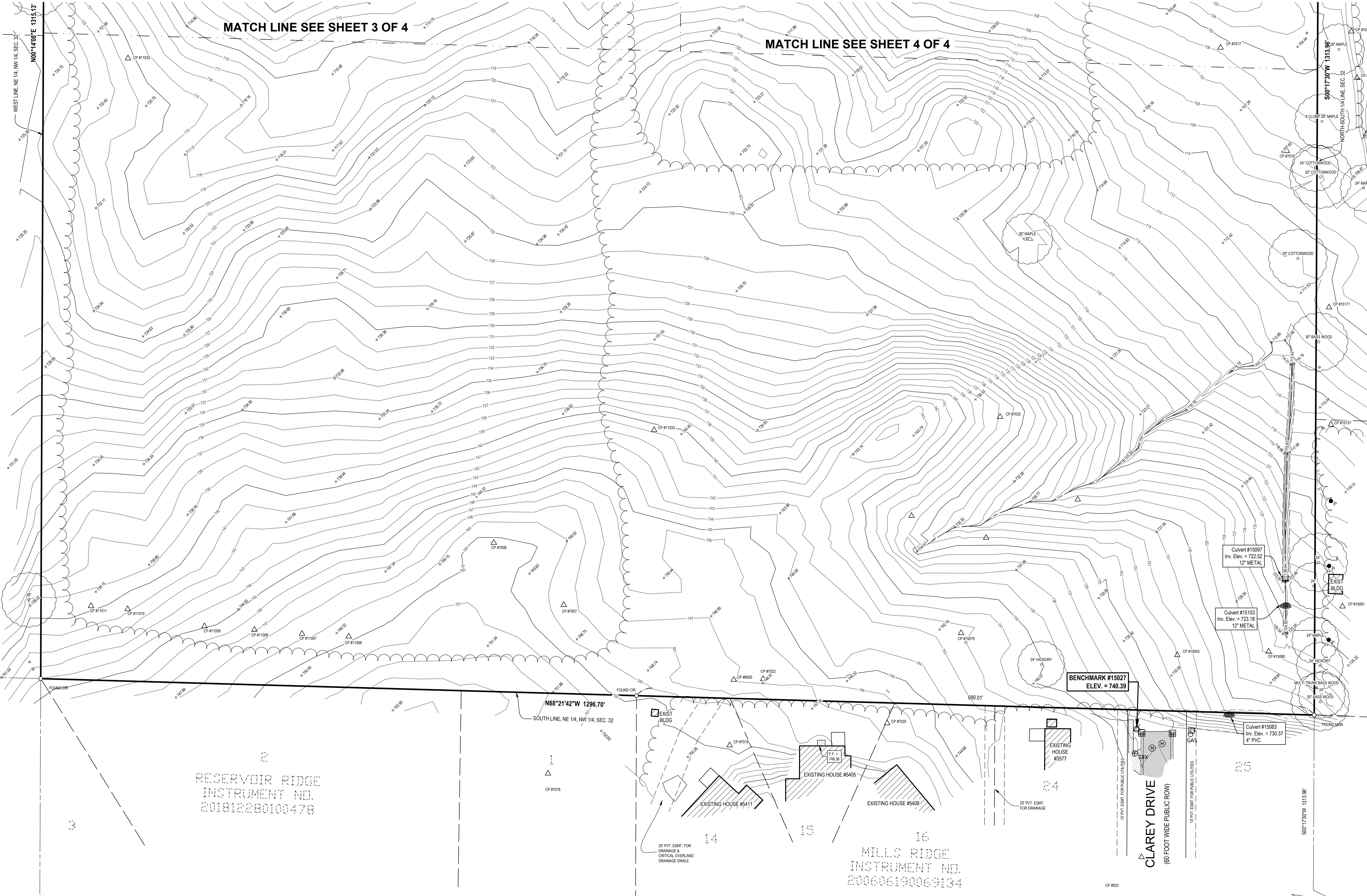
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SHEET: 1 OF 4



LOCATION MAP
NOT TO SCALE



BENCHMARKS

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NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190

ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:

Drawn: VB Date: 08-21-23

REVISIONS:

Rev: Drawn: Date:

Avis-3738 52nd Street SW

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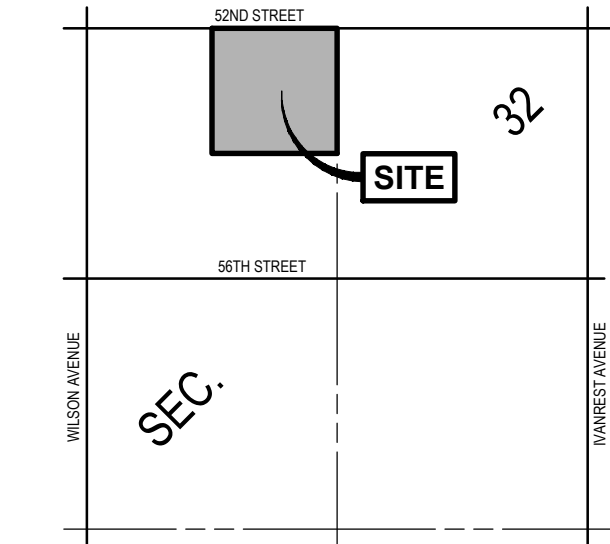
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SHEET: 2 OF 4

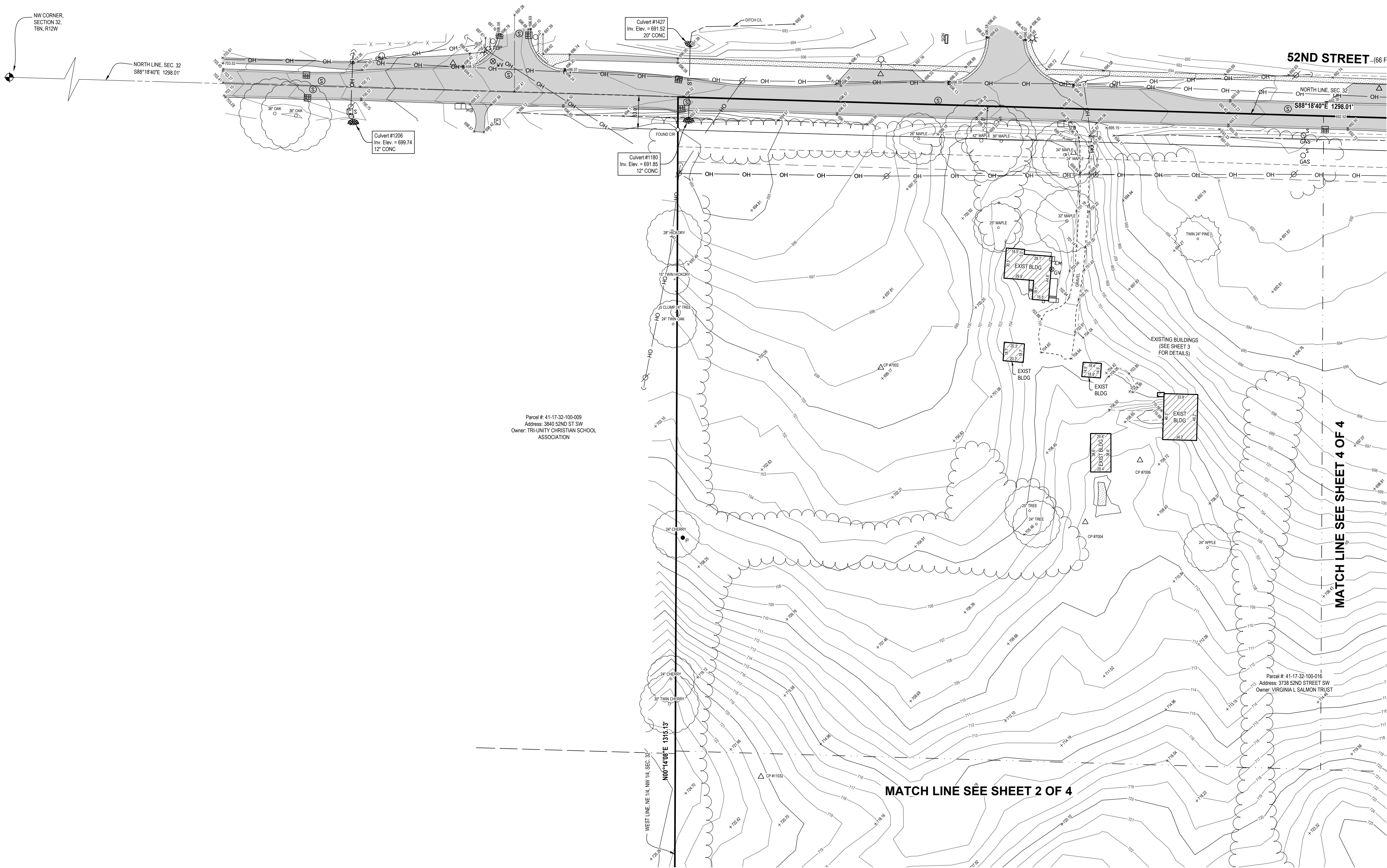


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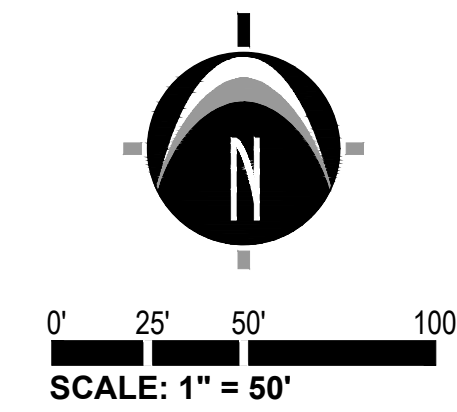
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PROJECT NO:
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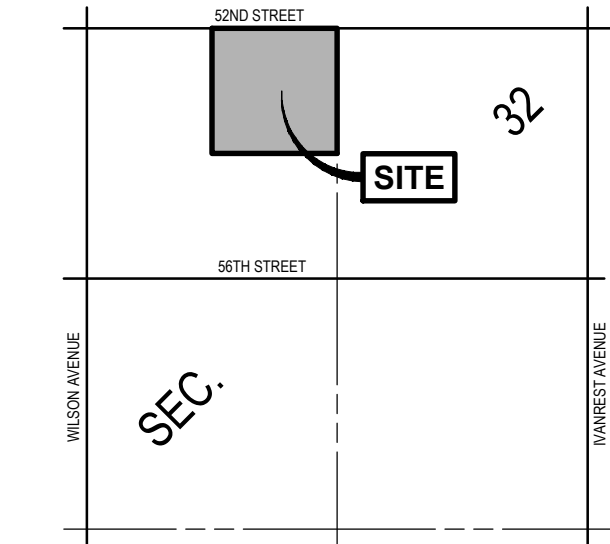
SHEET: 3 OF 4



811 Know what's below.
CALL before you dig.

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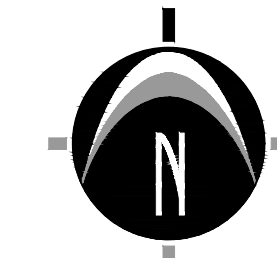
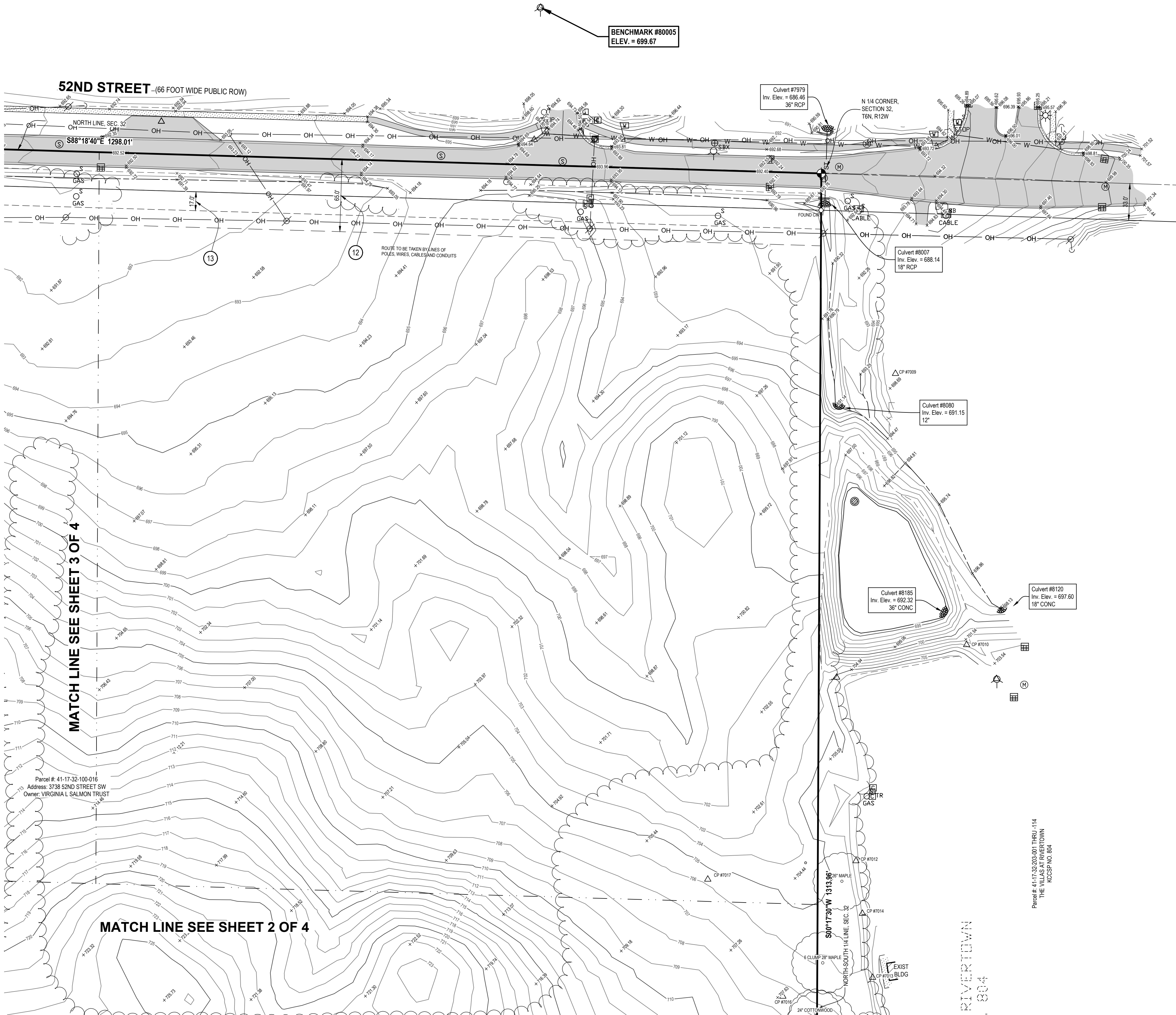
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0' 25' 50' 100'
SCALE: 1" = 50'



Know what's below.
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PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

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STAMP:

PRELIMINARY

PROJECT NO:

23400722

SHEET NO:

AL

SHEET: 4 OF 4

**MASTER DEED
OF
THE TOWNHOMES AT THE SALMON COMMUNITY**
(Pursuant to Act 59, Public Acts of 1978, as amended)

Kent County Condominium Subdivision Plan No. _____ containing:

- (1) Master Deed establishing The Townhomes at the Salmon Community.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

This Document Drafted by:

Kelly Kuiper
Paramount Development Corporation
1188 East Paris Ave., Ste. 100
Grand Rapids, Michigan 49546

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MASTER DEED
of
THE TOWNHOMES AT LOWING WOODS

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

This Master Deed is signed and delivered on the _____ day of _____ 2025, by **PARAMOUNT DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Avenue, Suite 100, Grand Rapids, Michigan 49546, (the "**Developer**") upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a Project to be known as The Townhomes at the Salmon Community (the "**Project**"), in the City of Wyoming, Kent County, Michigan on a parcel of land as described in Article 2.

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

1.3 Project Description. The Project is a residential condominium. The six (6) Condominium units which may be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual used by reason of having its own entrance from and exit to a common element of the Project.

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

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is legally described on the attached Schedule 1.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by and subject to the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Article 3. DEFINITIONS

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

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

(b) **Administrator.** "Administrator" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** "Association" or "Association of Co-owners" means The Townhomes at Lowing Woods Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

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

(e) **Board.** "Board" means the board of directors of the Association.

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

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

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

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

(j) **Condominium Subdivision Plan.** "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

(k) **Condominium Unit.** "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) **Co-owner.** "**Co-owner**" or "**Owner**" means the person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination of such entities who or which own a Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. Co-Owner or Owner may include the Developer.

(m) **Developer.** "**Developer**" means Paramount Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and its successors and assigns.

(n) **Development and Sales Period.** "**Development and Sales Period**", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project which has not been previously conveyed or leased.

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

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

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

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

(s) **Project.** "Project" or "Condominium" means The Townhomes at Lowing Woods, a residential condominium development established under the provisions of the Act.

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

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

Article 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property described in Article 2 of this Master Deed, including easement interests benefiting the Project (including, but not limited to, interests for ingress, egress and utility installation and other purposes, over, across and through properties outside of this Project), but excluding individual Units in the Project and the real estate designated as Limited Common Elements;

(b) **Surface Improvements and Landscaping.** The private roads, walkways, lawns, trees, shrubs, landscaping and other improvements shown as General Common Elements on the Condominium Subdivision Plan attached as Exhibit B;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) **Water.** The underground sprinkling system for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(g) **Storm Drainage.** The storm drainage system throughout the common areas of the Project, including the pond located within the Project;

(h) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(i) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(j) **Building Elements.** The foundations, roofs, perimeter walls, ceilings, floors, and interior walls of all buildings, as shown on Exhibit B;

(k) **Delivery Boxes.** The mail and/or newspaper box located on the General Common Elements to serve the Units;

(l) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project; and

(m) **Ownership of Utility and Telecommunications Systems.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Unit and supplying service to that Unit alone;

(b) **Porches, Decks and Patios.** The front porch and, if applicable, the deck, patio, or sun porch on the rear of each Unit;

(c) **Heating and Cooling Appliances.** The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(d) **Windows, Sliders, Doors and Screens.** The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall or the wall of any garage, and the automatic garage door opening mechanism;

(e) **Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(f) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings and floors located within a Unit;

(g) **Driveways and Walkways.** The portion of any driveway and walkway exclusively serving the residence, located between the Unit and the paved roadway;

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

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

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

(a) **Limited Common Elements; Utilities.** Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair and

replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, however, the Association shall provide snow removal for all front walkways and driveways. Also, the structural repair and replacement of front walkways and driveways servicing each unit shall be the responsibility of the Association, but the Association may assess the costs of repair and maintenance to the affected co-owner.

(b) Unit Improvements and Other Co-owner Responsibilities. If any Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units.

(c) Association Oversight. The appearance and condition of the porches, patios, decks, driveways and other exterior Limited Common Elements shall at all times be subject to the approval of the Association. If the maintenance and cleaning of such Limited Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Co-Owner responsible for cleaning, repair and maintenance.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and landscaping of all Common Elements other than as described above in this Section (including the maintenance of the storm water pond described in Section 2.2 of this Master Deed) shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent, invitee, family member or pet. In that case, the negligent Co-owner shall be responsible for the cost of completing the repair or replacement.

(e) Utilities. To the extent that any utilities are not separately metered to each Unit, such as water and sanitary sewer, the Association shall have those utilities metered in the name of the Association, and the expenses of the utilities will be an expense of administration to be included within the monthly assessments to each Co-owner.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned with the prior written approval of the Board. Any affected Co-owners may seek the consent of the Board by written application to the Board and notice to any affected mortgagee. If the request is approved, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of

the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

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

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

Article 5. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Detailed architectural plans and specifications for the Project have been filed with the City of Wyoming Building Department. Each Unit includes all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such Units was made after reviewing the comparative characteristics of each Unit. Notwithstanding the foregoing, the Developer (and the Board following the expiration of the Development and Sales Period) may assess a reasonable uniform surcharge to units that require a higher level of maintenance due to size or style of buildings, in levying assessments, in accordance with Section 5.3 of the Condominium Bylaws, to account for the greater maintenance expenses.

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

5.4 Convertible Areas. All General Common Elements and all unsold Units and appurtenant Limited Common Elements are deemed convertible areas. Any convertible area may be converted into a Unit or a Common Element in accordance with the provisions of the Act.

Article 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of one hundred and twenty four (124) Units. Additional Units, if any, will be established upon all or some portion of the land described on the attached Schedule 2 (the "Future Development Area"):

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time-to-time within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed,

which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project. The precise determination of the adjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such adjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Article 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1 and 6.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, adjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Article 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate project (or projects) or as any other form of development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer to contract the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Article 8. EASEMENTS

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

8.2 Easements for Support, Maintenance and Repair. Every portion of a Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Utility Easements. The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways and/or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utility and/or similar services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, preparing, replacing, maintaining and removing any type of line, pipe or main, with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such time as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services.

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

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives and walkways located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways and walkways that

Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "**Access Easements**").

(b) **Utility Easements.** Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "**Utility Easements**"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable statutes, ordinances, rules and regulations.

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

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

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

(f) **Assignment.** The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The

Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

8.5 Telecommunications Agreements. The Developer or the Association, subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "**Telecommunications**") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Developer or the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with any agreement made by the Developer shall remain the property of the Developer; any sums paid by any Telecommunications or other company in connection with any agreements made by the Association shall remain the property of the Association.

Article 9. AMENDMENT AND TERMINATION

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

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

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners and mortgagees, with the consent of not less than two-thirds of the Co-owners and, to the extent required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

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

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

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

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

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

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

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

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

9.4 Withdrawal of Property. If the development and construction of all improvements to the Project has not been completed within a period ending ten (10) years after the date on which construction was commenced, or six (6) years after the date on which rights of expansion, contraction or convertibility were exercised, whichever right was last exercised, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project identified as "need not be built" without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as General Common Elements of the Project, and all rights to construct Units on such lands shall cease.

9.5 Access and Use of Withdrawn Property. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across and through the remaining Project.

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

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

Article 11. LIMITATION OF LIABILITY

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

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

PARAMOUNT DEVELOPMENT CORPORATION,
a Michigan corporation

By: _____
Michael R. McGraw
Title: Member

STATE OF MICHIGAN
COUNTY OF KENT

This document was acknowledged before me the _____ day of _____ 2025,
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan
corporation, on behalf of the corporation.

Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent

**SCHEDULE 1
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Phase 1

**SCHEDULE 2
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Future Development Area

EXHIBIT C
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY

AFFIDAVIT OF MAILING
NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN
COUNTY OF KENT

Taylor Youngs, being duly sworn, states that on _____, 2025, she served copies of a Notice of Intent with regard to The Townhomes at the Salmon Community Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

The City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Kent County Road Commission
1900 4 Mile Rd NW
Grand Rapids, MI 49544

Kent County Drain Commission
775 Ball Ave NE
Grand Rapids, MI 49503

On-Site Wastewater Unit
EGLE
P O Box 30473
Lansing, MI 48909-7973

Michigan State Dept of Transportation
425 W. Kent Street
P O Box 30050
Lansing, MI 48909

Taylor Youngs

Subscribed and sworn to before me on _____, 2025.

Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent

ORDINANCE NO. 10-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (147) TO REZONE 3738 52nd STREET SW
FROM ER TO PUD-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (147) to read as follows:

(147) “Salmon Community”:

(a) To rezone the following described property at 3738 52nd Street SW (Parcel No. 41-17-32-100-016) from the ER Estate Residential to PUD-4 General Planned Zoning District:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

(b) This rezoning is conditional upon all development being consistent with the overall development plan for the Salmon Community project as presented at the City Planning Commission meeting of June 17, 2025, consisting of 8-page project narrative booklet prepared by Eastbrook Homes and a conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed.

(c) The following modifications to minimum requirements are approved:

- (1) Public road width of 30 feet with 25 feet of blacktop.
- (2) Private road width of 25 feet with 24 feet of blacktop.
- (3) Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
- (4) Architectural features allowed in the front yard setback up to 6 feet.
- (5) 30 feet required front yard along 52nd Street SW.
- (6) Common Open Space of 7.9 acres. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.
- (7) Single Family Attached Home Type:
 - i. Minimum Side Yard: 16 feet
 - ii. Greenbelt Requirement: 0 feet
 - iii. Rear Loaded Minimum Front Yard: 24 feet
 - iv. Rear Loaded Minimum Secondary Front Yard: 10 feet
 - v. Front Loaded Minimum Front Yard: 25 feet
 - vi. Front Loaded Minimum Secondary Front Yard: 5 feet
- (8) Single Family Detached Home Type:
 - i. Minimum Front Yard: 25 feet
 - ii. Detached Garages: Permitted
 - iii. 50' Lot Minimum Lot Area: 5,400 square feet
 - iv. 50' Lot Minimum Lot Width: 50 feet
 - v. 50' Lot Minimum Secondary Front Yard: 6 feet
 - vi. 50' Lot Minimum Combined Side Yard: 12 feet
 - vii. 50' Lot Minimum Side Yard: 6 feet
 - viii. 50' Lot Minimum Rear Yard: 25 feet
 - ix. 70' Lot Minimum Lot Area: 8,000 square feet

- x. 70' Lot Minimum Secondary Front Yard: 9 feet
- xi. 70' Lot Minimum Combined Side Yard: 14 feet
- xii. 70' Lot Minimum Rear Yard: 30 feet

Section 2. That this ordinance shall take effect on _____, 2025.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 10-25

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

July 1, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to rezone from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust).

Recommendation: To approve the PUD-4 rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 17, 2025. A motion was made by Hall, supported by Gilreath-Watts, to recommend to the City Council approval of the request for a rezone to PUD-4 and to recommend support of the requested deviations. The motion passed 7 – 1.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposes to rezone 38 acres from ER to PUD-4 to build a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of for-sale single family detached units and single family attached units. Single family detached homes will be parceled out to 50-foot-wide and 70-foot-wide lots. The single family attached homes will include garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Planning Commissioners stated that they believed that the proposed PUD was in alignment with the Wyoming [re]imagined master plan and future land use plan and the City's housing plans. They commended the developer on proposing a new neighborhood that will offer a variety of housing options at different price points, allowing for greater access to first time home buyers.

Additionally, Planning Commissioners complimented the developer's creative use of green space and commitment to the character of the surrounding area. They noted that the developer has previously won the Arbor Day Award for their efforts to preserve tree canopies in their developments. The proposed neighborhood will provide a variety of housing options as desired in the master plan, while also providing shared gathering spaces with recreational amenities.

The proposed PUD included a request from the developer to modify the minimum requirements as outlined in *Section 90-419C*. The following modifications have been requested and can be granted by City Council:

- Single Family Attached Home Type Deviations

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- Single Family Detached Home Type Deviations

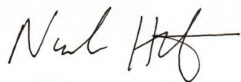
Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

- The developer is also requesting the following deviations from applicable zoning codes for the entire project:
 - Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - Private road width of 25 feet with 24 feet of blacktop.
 - Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
 - Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
 - A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Planning Commission was supportive of the requested deviations and recommended they be granted by Council.

During public comment at the Planning Commission meeting six residents spoke in opposition to the proposed PUD. The majority of the concerns raised by residents were related to traffic on 52nd Street and specifically traffic generated by Grandville Schools during pick up and drop off times. The school sits across from the proposed neighborhood. City Staff will work with Grandville Schools to address this concern. Please refer to the Planning Commission minutes for a detailed summary of the comments received.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a large initial "N" and a stylized "H".

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

A motion was made by VanDuren, supported by Randall to grant special use approval for a Drive-Through at 211 36th St SW.

A vote on the motion passed unanimously.

A motion was made by Lamer, supported by Randall to approve the site plan for 211 36th St SW, subject to conditions 1-3.

Hall wanted to know how the traffic would flow for the drive-throughs and whether all drive-throughs would flow in the same direction.

Blair said traffic would move in the same direction.

Hall asked about fencing between this lot and the residential properties.

Hofert said the City is looking into putting up bollards to prevent any flow of vehicular traffic.

Weller asked if a gate could be placed at the end of each cul-de-sac.

Hoffert responded and said that the gate issues were not pertinent to the site plan request because the cul-de-sacs give access to the Mercado site and not the site being discussed. She told Weller she would be willing to discuss it further with him after the meeting.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for a rezoning from ER Estate Residential to PUD-4 General Planned District at 3738 52nd St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust)

Hofert explained that the site is zoned ER Estate Residential and outlined the various uses of the surrounding land.

Hofert said that the applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

Hofert explained the review and approval process below:

- **Pre-Meeting:** Discuss proposed project and provide relevant information to the

- applicant
- **Preliminary PUD:** Consists of an application, conceptual plan, and project narrative. Review and recommendation by Planning Commission to City Council.
- **Final PUD:** Is substantially consistent with approved conceptual plan.
Reviewed and approved by Planning Commission.
- **Site Plan:** Phased site plan review is allowed as long as plans are consistent with conceptual site approval.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) Consistency with the adopted master plan;

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.

(b) Compatibility of the allowed uses with existing and future land uses;

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

(d) Appropriateness of all uses allowed within the proposed district at the property location.

The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) Location

The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) PUD Purpose

The proposed PUD meets three purposes as outlined in section 90-416C:

- i. *Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.*

This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.

- ii. *Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.*

The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.

- iii. *Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.*

The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) Size

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) Residential Density

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied

between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities

Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

- i. The following are deviations from applicable zoning codes for the entire project:
 - a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - b. Private road width of 25 feet with 24 feet of blacktop.
 - c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.

- e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
- f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.

Hofert explained that this development features single family lots with required setbacks that are not factored into the open space calculation. If this greenspace was accounted for, open space would account for 42% of the total land area. Hofert also clarified that a development on this property that meets the code-defined open space requirement would necessitate multi-family structures. The proposed plan keeps in character with the adjacent neighborhoods.

- ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.

	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The City's 2020 AI and HNA identified a need for 7,876 additional units in Wyoming. This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location

The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process

The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

Hofert said The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1 below:

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

Micele opened the public hearing at 7:53PM.

Ted Braciak, 5308 Mapleside Ln, spoke against the development citing traffic problems on 52nd St. that already exist due to the school across the street from this development site.

Lori Horne, 5187 Salmon River Ct SW, spoke against the development, citing the traffic issues on 52nd St SW because of the school. She also wondered if more residential units in their area meant higher taxes.

Pam McLenithan, 3566 Evan Brooke Dr SW, spoke against the development saying there are too many units for the property size and traffic concerns as well. McLenithan also stated her disappointment in the developer for lack of communication.

Corey Palmer, 5411 Mills Ridge Dr, said the plan should not be approved and listed the destruction of the tree canopy and privacy as concerns.

Scott Anderle, 5087 Vistula Ct SW, spoke to commissioners and said the development looks nice, but has a couple concerns and one is that there is a flood plain on the east side of the property and another is the school traffic. Anderle also asked staff and commissioners to consider the entrances to the development on 52nd Street.

Laureen Robinson, 5030 Amanda Dr SW, spoke to commissioners and said she's concerned about the destruction of greenspace. Robinson stated she would like to see fewer and higher-quality houses. Robinson told of how she knew the previous owner.

The public hearing was closed at 8:11PM.

Mike McGraw, Paramount Development at 1188 E Paris SE, shared about the business's history and its mission. McGraw also told commissioners about the company's vision for this property, the factors that went into it, and the important aspects of their development style.

Kelly Kuiper spoke to commissioners and shared how the developer met with the Salmon family to learn about the property's history. Kuiper talked about their approach to land use and housing types, stating the developer will continue to work with the family to incorporate their history into the project.

A motion was made by Hall, supported by Gilreath-Watts to approve the PUD-4 rezoning request at 3738 52nd St SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

Randall asked Staff regarding a redevelopment plan for 52nd Street and what the type of road it is intended to be currently.

Hofert responded and said that the City received a grant from the state to improve the non-motorized trail that runs along 52nd Street and with that the Engineering/Public Works department is looking into the possibilities of curbing or widening the street. Hofert shared that the City is aware of the traffic counts on the road and that is why a traffic study was not required for the developer.

Randall asked for the planned timeframe for the trail project.

Hofert said the grant needs to be spent by 2030.

Smart asked staff if there are plans for a traffic study to be required.

Hofert said the City already has data for this road, but if as staff works through the development and something were to change, the city would be in communication with the developer. The City has looked into the option of adding a traffic light, but traffic volumes currently do not support that option.

Smart asked if the master plan was considered while looking at this development.

Hofert said staff did look at the Master Plan and if the developer was to follow the 100' of tree canopy recommendation, the site would not be able to be developed in a way that made it viable and the developer is offsetting the lost trees with landscaping.

Smart asked about the price point for these homes.

McGraw said they have three different options: townhomes will start in the \$300,000s, smaller single-family homes in the \$400,000s and the bigger homes in the \$500,000s.

Gilreath-Watts wanted to know how the green area would be developed.

McGraw explained that they have options and gave examples of gazebos and fire pit areas. He said the green areas shown on the site plan are very large. Each entrance will have significant landscape efforts, and they would like to leave the edges untouched.

Randall said the east and middle of the property show a tree canopy and wondered about keeping that natural space.

McGraw said engineering such as stormwater and detention that has to be considered but they will try to keep as much of the natural tree canopy as they can.

Randall mentioned community gardens as an option for the development.

McGraw thanked Randall for the idea and mentioned that although he really liked the idea, it can also be an eyesore if no one maintains it.

Hall mentioned that the developer had earned the Arbor Day Award.

McGraw confirmed and reiterated how important it is to them to keep as much of the natural tree canopy as possible.

Hall asked staff if Public Safety, Engineering, and Traffic are part of the development team and, if so, have they all looked at the development and had any concerns for the traffic in the area.

Hofert confirmed that the development team consists of Engineering, representatives from Public Safety—both fire and police—and other departments within the City and they are recommending Planning Commission and City Council approve the development.

Weller said the development is too dense. He thinks they should have 70' lots, rather than the 50' proposed lots. Weller also says with traffic concerns and no traffic study, 200 units is too many. Weller also recommended pine trees planted between the development and the properties on Mills Ridge.

Micele asked about the concerns from the residents saying there is no school zone sign.

Hofert responded she will follow-up with the Engineering and Public Works staff.

Commissioners Gilreath-Watts, Hall, Lamer, Randall, Smart, VanDuren and Micele voted yes on the motion.

Commissioner Weller voted no on the motion saying the 50' to 65' lots made the development too dense and traffic volume concerns.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Joe Blair provided a second presentation to commissioners about combining R-2 and R-3 zoning districts to have a higher percentage of conforming properties, focusing on dwelling unit size, accessory buildings, lot coverage, and land uses.

PUBLIC COMMENT

Micele opened the public hearing at 9:10PM.

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 3

DATE DISTRIBUTED: June 10, 2025

PLANNING COMMISSION DATE: June 17, 2025

ACTION REQUESTED: Request for Rezoning from ER Estate Residential to PUD-4 General Planned District

REQUESTED BY: Paramount Development Corporation, Virginia L Salmon Trust

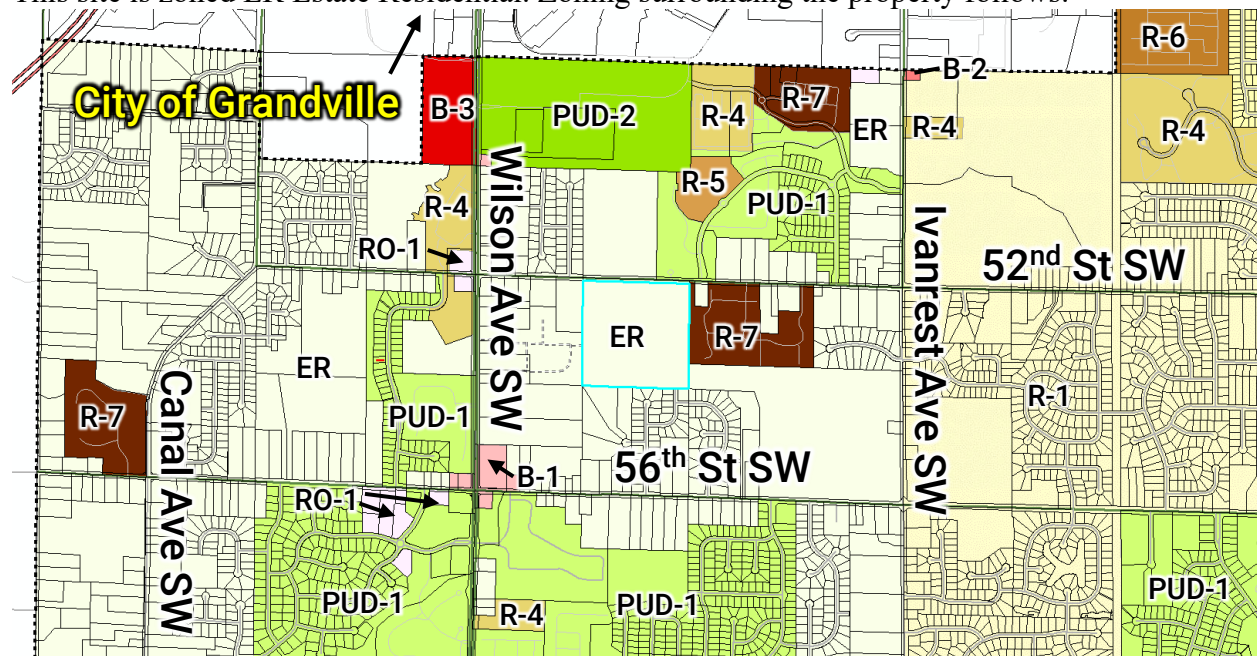
REPORT PREPARED BY: Nicole Hofert, Director of Community and Economic Development
Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 3738 52nd Street SW. The property is approximately 38.1 acres and is located along 52nd Street SW, southeast of the intersection of 52nd Street SW and Wilson Avenue SW.

EXISTING ZONING CHARACTERISTICS:

This site is zoned ER Estate Residential. Zoning surrounding the property follows:



North: ER Estate Residential, PUD-1 Low Density Planned Unit Development, PUD-2 Commercial Unit Development, R-5 Residential District, R-4 Residential District, B-3 Planned Shopping Business District, R-7 Residential District, *City of Grandville*

South: ER Estate Residential, PUD-1 Low Density Planned Unit Development, B-1 Local Business District, R-4 Residential District

East: R-7 Residential District, ER Estate Residential, R-1 Residential District

West: ER Estate Residential, RO-1 Restricted Office District, R-4 Residential District, PUD-1 Low Density Planned Unit Development, R-7 Residential District

EXISTING LAND USE:

The site currently has a vacant, single family residence within the 38.1 acre parcel. Uses surrounding the site are the following:



North: Residential - Education, Single Family, Multi-Family, Retirement Community, Place of Worship, Commercial - Retail, Business Recreation, Restaurant

South: Residential – Single Family, Multi-Family, Commercial – Restaurant, Automobile Repair, Contractor

East: Residential – Single Family, Multi-Family, Place of Worship, Commercial – Business Recreation

West: Residential – Single Family, Multi-Family, Assisted Living Facility, Education, Place of Worship, Commercial – Financial Institution, Medical Office

PROJECT INFORMATION:

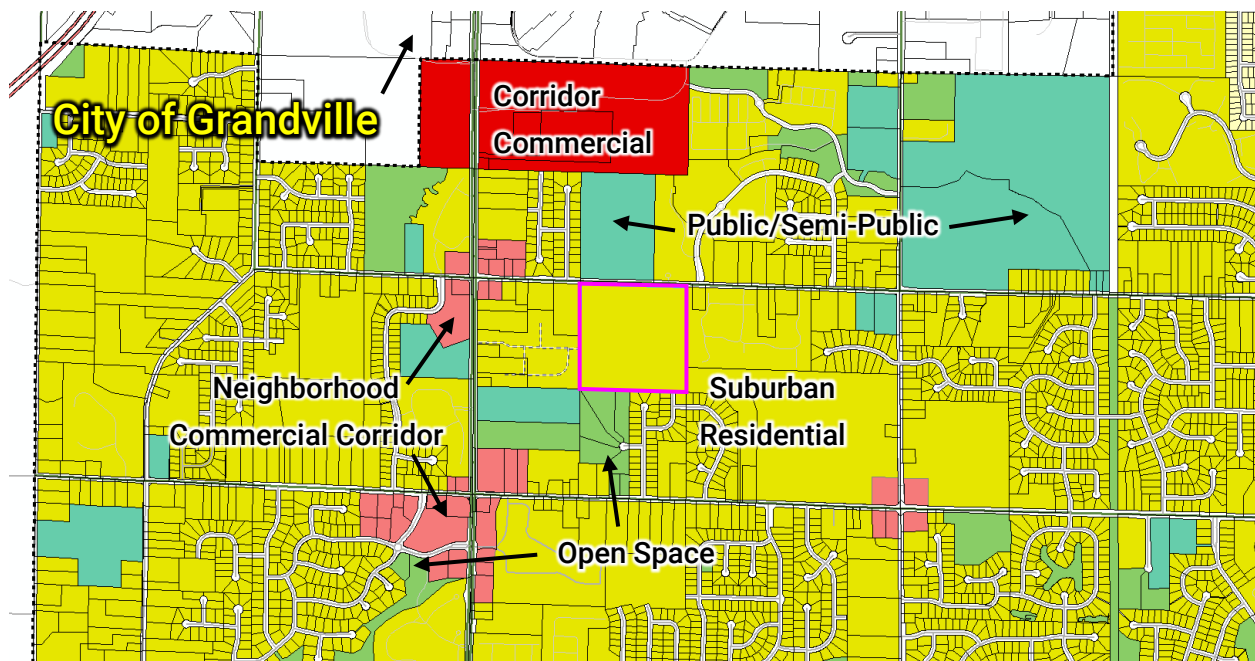
The applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52nd Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) Consistency with the adopted master plan;

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.



(b) Compatibility of the allowed uses with existing and future land uses;

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

(c) Ability of the property to be used as currently zoned; and

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.

- (d) *Appropriateness of all uses allowed within the proposed district at the property location.*
The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) *Location*

The site at 3738 52nd Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) *PUD Purpose*

The proposed PUD meets three purposes as outlined in section 90-416C:

- i. *Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.*
This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.
- ii. *Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.*
The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.
- iii. *Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.*
The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) *Size*

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

(d) Residential Density

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

(e) Housing Variety

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

(f) Utilities

Existing public water and sanitary sewer facilities will serve the proposed PUD.

(g) Ownership and Control

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

(h) Recognizable Public Benefit

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

i. A complementary mix of land uses or housing types within the PUD.

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52nd Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

STAFF COMMENTS:

(a) Modifications to minimum requirements

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

- i. The following are deviations from applicable zoning codes for the entire project:
 - a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
 - b. Private road width of 25 feet with 24 feet of blacktop.
 - c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
 - d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
 - e. Along 52nd Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
 - f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.
- ii. The following are requested deviations for the single family attached housing types proposed:

Single Family Attached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Side Yard	20 ft.	4 ft.	16 ft.
	Greenbelt Requirement	25 ft.	25 ft.	0 ft.
Rear Loaded				
	Minimum Front Yard	35 ft.	11 ft.	24 ft.
	Minimum Secondary Front Yard	35 ft.	25 ft.	10 ft.
Front Loaded				
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Minimum Secondary Front Yard	35 ft.	30 ft.	5 ft.

- iii. The following are requested deviations for the single family detached housing types proposed:

Single Family Detached	Zoning Type	Requirement	Deviation	PUD Standard
	Minimum Front Yard	35 ft.	10 ft.	25 ft.
	Detached Garages	Not Allowed	-	Allowed
50' Lots				
	Minimum Lot Area	8,400 sq. ft.	3,000 sq. ft.	5,400 sq. ft.
	Minimum Lot Width	65 ft.	15 ft.	50 ft.
	Minimum Secondary Front Yard	20 ft.	14 ft.	6 ft.
	Minimum Combined Side Yard	18 ft.	6 ft.	12 ft.
	Minimum Side Yard	7 ft.	1 ft.	6 ft.
	Minimum Rear Yard	35 ft.	10 ft.	25 ft.
70' Lots				
	Minimum Lot Area	8,400 sq. ft.	400 sq. ft.	8,000 sq. ft.
	Minimum Secondary Front Yard	20 ft.	11 ft.	9 ft.
	Minimum Combined Side Yard	18 ft.	4 ft.	14 ft.
	Minimum Rear Yard	35 ft.	5 ft.	30 ft.

(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The City's 2020 AI and HNA identified a need for 7,876 additional units in Wyoming.

This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

(c) Location

The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52nd Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

(d) Process

The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed development offers differing housing types that can meet various needs and price points, which is necessary in a diverse community such as Wyoming. Social equity and economic strength are both gained when providing necessary housing and the opportunity for homeownership in an area that sees high demand from residents of varying income levels.

RECOMMENDED CONDITIONS TO APPROVAL

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52nd Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

Project Narrative

i. Qualifying conditions.

a. Location

3738 52nd Street SW
Wyoming, MI 49418

b. PUD Purpose.

- The proposed PUD provides for flexibility in development by allowing a variety of housing styles in a cohesive development. The variety of styles and price points will foster community for every generation.
- The proposed PUD achieves a more desirable layout with more flexible setbacks than allowed in the underlying ER zoning district.
- The proposed PUD, specifically, the complementary mix of housing types, will offer a variety of price points and will be sold as owner occupied housing. This furthers the goals and needs of the City and its residents.
- The proposed PUD includes large, centrally located green spaces that will provide a fantastic amenity for all residents as it is within walking distance of all living units.

c. Size.

38.1 acres

d. Residential density.

Gross density = 5.43 du/ac

e. Housing variety.

The proposed development will contain a variety of housing types including:

- 70-foot-wide single family detached lots
- 50-foot-wide single family detached lots
- Front loaded garage townhomes (two, four, and six unit buildings)
- Rear load garage townhomes (six and eight unit buildings)

f. Utilities.

The PUD will be served by both public watermain and public sanitary sewer.

g. Ownership and control.

The property is currently under a purchase agreement with EB Real Holdings LLC and Paramount Development Corporation is the applicant and developer. Both entities have the same ownership. In addition, the application was signed by the current property owner and seller, Gary Salmon, Trustee of the Virginia L Salmon Trust.

h. Recognizable public benefit.

- The proposed PUD will include a complementary mix of housing types that will offer a variety of styles and price points and will foster community for every generation.
- The proposed PUD will connect the preserved open space through a looped sidewalk/trail system that will connect each home to the central gathering spaces within the townhome area.

ii. Identification of present owners of all land within the proposed project:

Virginia L Salmon Trust - Gary Salmon (Trustee)

iii. Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common space, minimum lot sizes by type of use.

The proposed PUD will be characterized by a close-knit community atmosphere. By providing a variety of housing styles we invite diversity of product and price points and therefore create a community that can span generations. The community will invoke charm with intentionally designed details including added curvature in the streets, great landscaping, and a focus on the large community green spaces that will act as a central gathering feature for all residents and loosen up the overall feel.

The project will include:

TYPE	ACREAGE	TOTAL
70-Foot Single-Family Lots	9.8 acres	35 Lots
50-Foot Single-Family Lots	10.6 acres	48 Lots
Front Loaded Townhomes	5.6 acres	1 2-Unit Building 6 4-Unit Buildings <u>8 6-Unit Buildings</u> Total: 74 Units

Rear Loaded Townhomes	4.0 acres	7 6-Unit Buildings <u>1 8-Unit Building</u> Total: 50 Units
Roadways/Parking/Sidewalks	<i>*Included in individual area calculations where abutting</i>	3,820 LF Public Road 1,250 LF Private Road 9,770 LF 5' Sidewalk 45 additional parking spaces
Green Space	7.9 acres	20.8%

TOTAL: 207 UNITS

GROSS RESIDENTIAL DENSITY: 5.43 DU/AC

MINIMUM LOT REQUIREMENTS:

70-Foot Single-Family Lots

MIN. LOT AREA	8,000 SF
MIN. LOT WIDTH	70 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 35 FT (*9 FT SECONDARY FRONT YARD SETBACK) SIDE: 7 FT (14 FT TOTAL) REAR: 30 FT

50 Foot Single-Family Lots

MIN. LOT AREA	5,400 SF
MIN. LOT WIDTH	50 FT
ROAD STYLE	60 FT ROW, 30 FT B-B CURB (PUBLIC)
MIN. SETBACKS	FRONT: 25 FT (*6 FT SECONDARY FRONT YARD SETBACK) SIDE: 6 FT (12 FT TOTAL) REAR: 25 FT

Front Loaded Townhomes

GARAGE TO PVMT (NO WALK)	28 FT
GARAGE TO 6' WALK	20 FT
BLDG TO PUB. ROW OR 6' WALK	5 FT (*SECONDARY FRONT YARD)
BLDG TO 52 ND ST ROW AND PUD BNDRY	30 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT PUBLIC: 60 FT ROW, 33 FT B-B CURB

Rear Loaded Townhomes

BLDG TO PUBLIC ROW (SIDE)	10 FT (*SECONDARY FRONT YARD)
GARAGE TO PAVEMENT	24 FT
BLDG TO BLDG	16 FT
ROAD STYLE	PRIVATE: 52 FT ESMT, 24 FT PVMT

iv. A complete description of any requested deviations from the minimum spatial or other requirements applying to the property.

*Per Sec. 90-419C. Detached Single Family Residential must abide by R-2 standards, while Attached Single Family Residential must abide by R-4 standards, therefore, the deviations listed below are from the R-2 and R-4 standards by product type.

1. Detached garages shall be allowable for single-family dwellings. A deviation from section 90-409A(6) that requires attached garages for Single Family Detached homes.
2. 8,000 SF minimum lot area for the 70-foot-wide lots. A reduction of 400 SF from the 8,400 SF required per section 90-408A.
3. 5,400 SF minimum for the 50-foot-wide lots. A reduction of 3,000 SF from the 8,400 SF required per section 90-408A.
4. 50' lot width for the 50-foot-wide lots. A reduction of 15 feet from the 65 feet required.
5. 25-foot minimum front yard setback for Single Family Detached homes. A reduction of 10 feet from the 35 feet required per section 90-408A.
6. 24-foot minimum front yard setback (garage to edge of pavement) for the rear loaded townhomes. A reduction of 11 feet from the 35 feet required.
7. 25-foot minimum front yard setback (garage to sidewalk) for the front loaded townhomes. A reduction of 10 feet from the 35 feet required. **Note that non-sidewalk fronting front-loaded townhomes will maintain 28-foot setback.*
8. 52nd Street front yard allowed to be 30 feet for the front loaded townhomes (specific to NE corner of site). A reduction of 5 feet from the 35 feet required.
9. Secondary front yard (side yard) allowed to be 5 feet for the front loaded townhomes, despite abutting a street having residences fronting. A reduction of 30 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
10. Secondary front yard (side yard) allowed to be 10 feet for the rear loaded townhomes, despite abutting a street having residences fronting. A reduction of 25 feet from the 35 feet required. **Secondary front yard is no different than front yard in R-4 district.*
11. Side yard (secondary front) allowed to be 9 feet for 70-foot-wide lots, despite abutting a street having residences fronting. A reduction of 11 feet from the 20 feet required per section 90-409A.4.

12. Side yard (secondary front) allowed to be 6 feet for the 50-foot-wide lots, despite abutting a street having residences fronting. A reduction of 14 feet from the 20 feet required per section 90-409A.4.
13. 30-foot minimum rear yard setback for the 70-foot-wide lots. A reduction of 5 feet from the 35 feet required section 90-408A.
14. 25-foot minimum rear yard setback for the 50-foot-wide lots. A reduction of 10 feet from the 35 feet required section 90-408A.
15. 14-foot total side yard setback for the 70-foot-wide lots. A reduction of 4 feet from the 18 total combined feet required by section 90-408A.
16. 6-foot single side yard setback for the 50-foot-wide lots. A reduction of 1 foot from the 7 feet required by section 90-408A.
17. 12-foot total side yard setback for the 50-foot-wide lots. A reduction of 6 feet from the 18 total combined feet required by section 90-408A.
18. 16-foot total side yard setback between all townhome units. A reduction of 4 feet from the 20 total combined feet required by section 90-419A.
19. A deviation from section 90-420A.5. to remove the requirement for a 25 foot wide front yard and secondary front yard greenbelt.
20. 30 feet back of curb to back of curb dimension for public road width (25 feet of blacktop). A reduction of 3 feet from both the blacktop width and the back of curb to back of curb width dimensions.
21. Private road allowable and proposed to be 25 feet back of curb to back of curb dimension with 24 feet of blacktop.
22. Michigan rooms and decks shall not be subject to rear yard setbacks and may project into required rear yard up to 6 feet, a deviation of 6 feet from section 90-306 that does not allow any projection into the required rear yard.
23. Other architectural features shall not be subject to front yard setbacks and may project into required front yard up to 6 feet, a deviation of 3 feet from section 90-306.

v. An explanation of why the proposed development should be given a density bonus, if applicable.

Not applicable

vi. A general description of the proposed development schedule and anticipated phases.

May 2025 – Oct 2025	Entitlement, construction plan review, permitting
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November 2025	Bid Project
Mar-Sep 2026	Construction
September 2026	Paving

While the exact phasing of the project has not been determined, the public cul-de-sac that connects to Clarey Drive will likely be one of the first phases as well as the westernmost entrance on 52nd Street. The exact length of the road and utility installation is to be determined, but this entrance provides an opportunity for a greater variety of housing types in an early phase. Subsequent phasing will be based on market demand.

vii. *Intended agreement, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.*

Eastbrook communities are all governed by Homeowners Associations whether the development is a condominium, site condominium, or plat (or a combination of those development types). Covenants and Restrictions, Master Deeds, and/or Bylaws (respectively) will be drafted for review and approval by the City Attorney. In addition, Eastbrook communities are also governed by Architectural Control Committees that review and approve all decisions related to the exterior of the home and/or lot. Eastbrook Homes maintains a high standard for varying floorplans, elevations, and exterior colors to prevent homogeneity and encourage compatible yet differentiated design. The Architectural Control Committee's authority to review and approve exterior modifications remains even after the project is sold out.

viii. *Traffic impact analysis*

Per pre-application meeting, no traffic impact analysis is required at this time.

ix. *Sewer impact study*

Per pre-application meeting, no sewer impact study is required at this time.

General Notes:

- Subject parcel address: 3738 52nd Street SW
PPN: 41-17-32-100-016
- Parcel size:
Gross acreage: 38.1 acres
Net acreage: 32.5 acres (excluding existing and proposed public ROW's)
- Description per tax records: NE 1/4 NW 1/4, SEC 32 T6N R12W, CITY OF WYOMING, MICHIGAN.
- Mapping:
 - Boundaries are based on available records.
 - 2' interval existing ground contours and topographic features based on available county GIS data.
 - Existing utilities are based on available as-built records.
 - This site is not within a F.E.M.A. Flood Hazard Zone.
- Existing Zoning: ER - Estate Residential
- Proposed Zoning: PUD-4
- Proposed Housing Mix:

Single Family Lots:	
- 50' wide lots	48
- 70' wide lots	35
Townhouses:	
- Rear-load Townhomes:	
(7) 5-unit buildings	
(1) 8-unit building	50 units
- Front-load Townhomes:	
(1) 2-unit building	
(6) 4-unit buildings	
(8) 6-unit buildings	74 units
Total Dwelling Units:	207 units
Overall Density:	207 units/38.1 acres = 5.43 units/acre
- Proposed Regulations:

50' wide Single Family Lot Regulations:

- Lot Area	5400 sqft
- Lot Width	50' measured at setback
- Front Setback	30' to front of garage* (Lots 5-8, 19-22 & 41-45)
	25' to front of garage* (all other lots)
	(6' secondary front for corner lot)
- Side Setback	6' (12' total)
- Rear Setback	25' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

70' wide Single Family Lot Regulations:

- Lot Area	8000 sqft
- Lot Width	70' measured at setback
- Front Setback	35' to front of garage*
	(9' secondary front for corner lot)
- Side Setback	7' (14' total)
- Rear Setback	30' **

* Other architectural features may encroach into front setback by up to 6'

** Decks, Patios, and Michigan Rooms may encroach into rear setback.

Rear-load Townhouse:

- Building to public ROW	10'
- Garage to edge of pavement	24'
- Building to building	16'

Front-load Townhouse:

- Side of building to public ROW or 5' sidewalk	5'
- Building to 52nd Street ROW/PUD Boundary	30' *
- Garage to edge of pavement (no sidewalk)	28'
- Garage to edge of 5' sidewalk	25'
- Building to building	16'

* Decks, Patios, and Michigan Rooms may encroach into setback.
- Proposed Improvements
 - Public Streets - City of Wyoming standards with width exception. (3820' total)
 - Private Street - per detail provided. (1250' total)
 - Sidewalk shall be installed as shown on plan. (9770' total)
 - Utilities - municipal water and sanitary sewer, buried power, communications, and natural gas.
 - Drainage - Detention and storm sewer design will conform to City of Wyoming standards. Detention will be provided in an existing regional pond.
 - Maintenance of private streets and open areas in perpetuity by mandatory association of benefiting properties.
 - Construction will conform to all state and local codes, including but not limited to: Soil Erosion and Sedimentation Control, National Pollutant Discharge Elimination Systems, EGLE protection of regulated areas.
 - Final lighting, signage, and landscaping plans to be designed by others and shall conform to City of Wyoming ordinances.
 - Existing house and buildings will be demolished prior to construction.
- Parking:

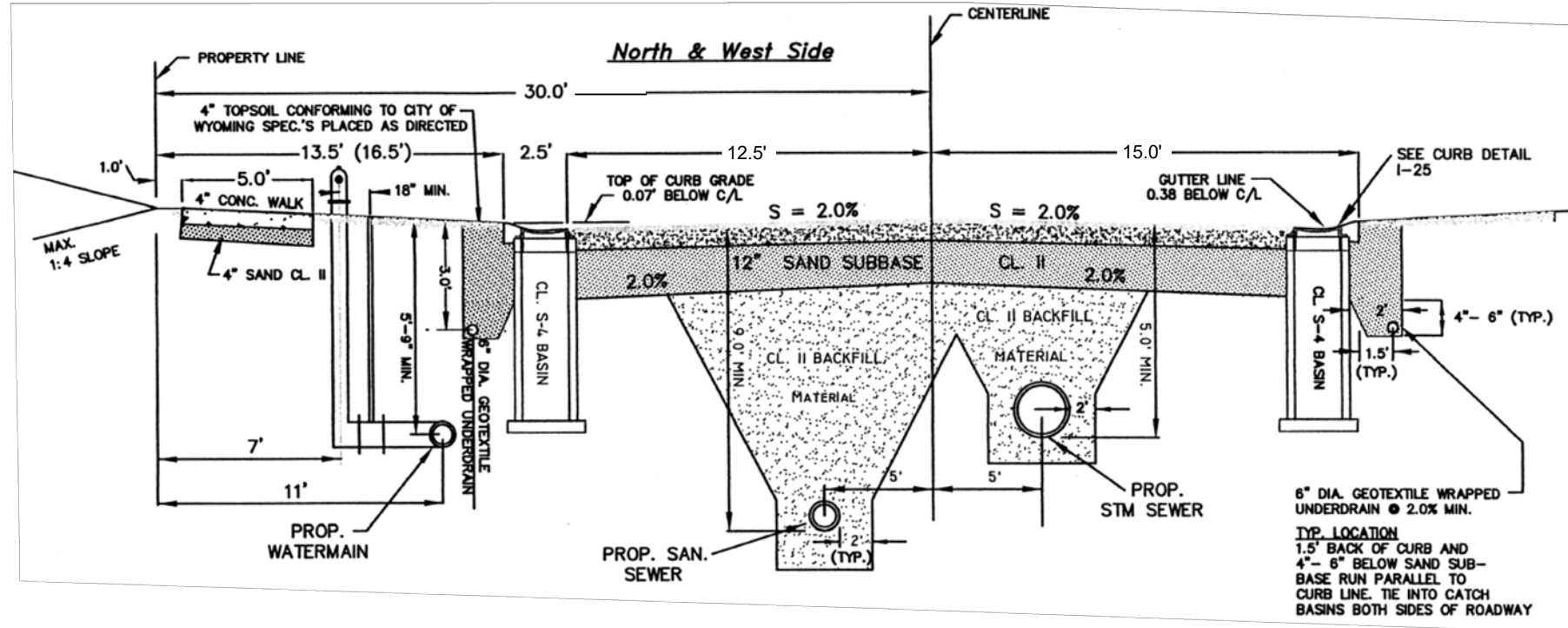
Proposed additional guest parking spaces: 45 (9' x 18' spaces)
- Landscaping:

Street trees to be planted along 52nd Street per Sec. 90-328.
- Open Space Calculation:

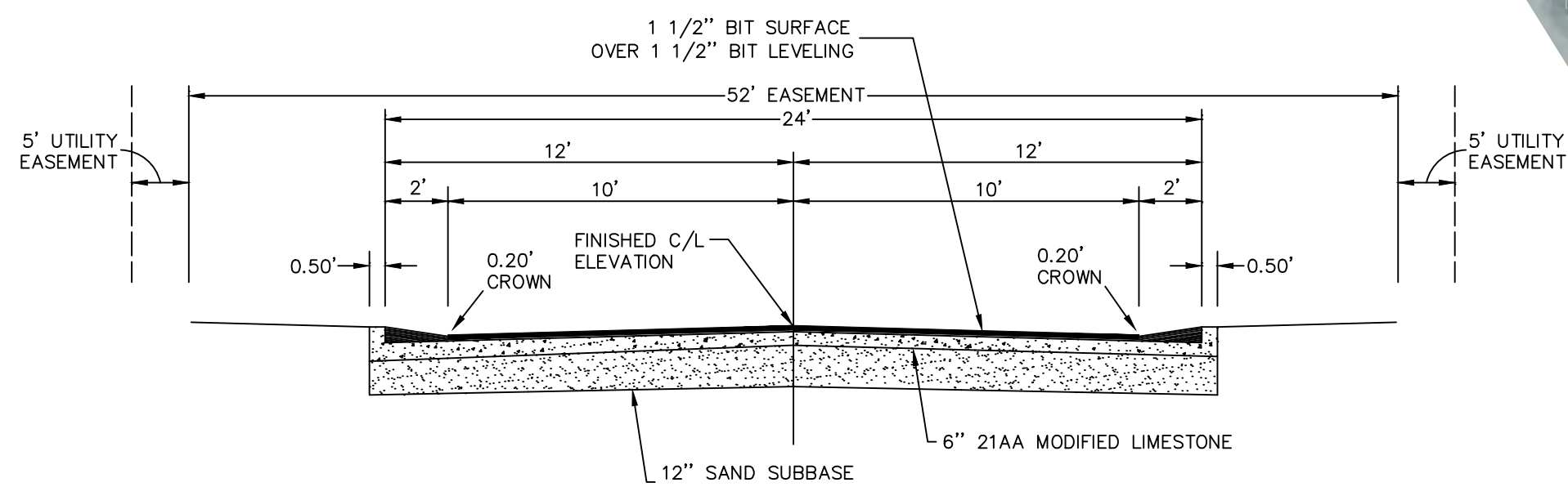
Total area = 37.9 acres (excluding proposed 52nd Street ROW)
50' Wide Single Family Lots: 10.6 acres
70' Wide Single Family Lots: 9.8 acres
Rear-load Townhomes: 4.0 acres
Front-load Townhomes: 5.6 acres
Open Space: 7.9 acres (20.8% of total)

LEGEND

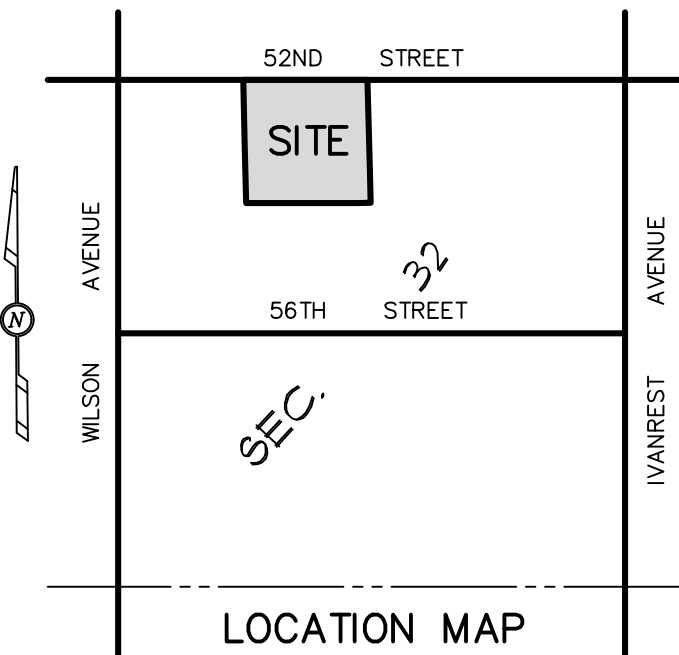
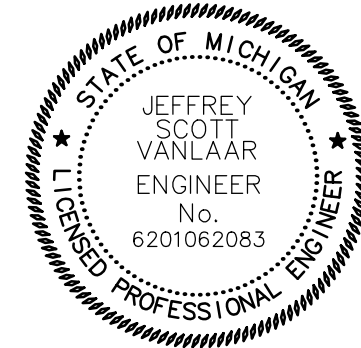
- = PROPOSED GREENSPACE
- = PROPOSED R.O.W. GREENSPACE
- = PROPOSED 50' WIDE SINGLE FAMILY LOTS
- = PROPOSED 70' WIDE SINGLE FAMILY LOTS
- R# = PROPOSED REAR-LOAD TOWNHOME
- F# = PROPOSED FRONT-LOAD TOWNHOME



PUBLIC STREET CROSS SECTION



PRIVATE STREET CROSS SECTION




CONCEPT SITE PLAN

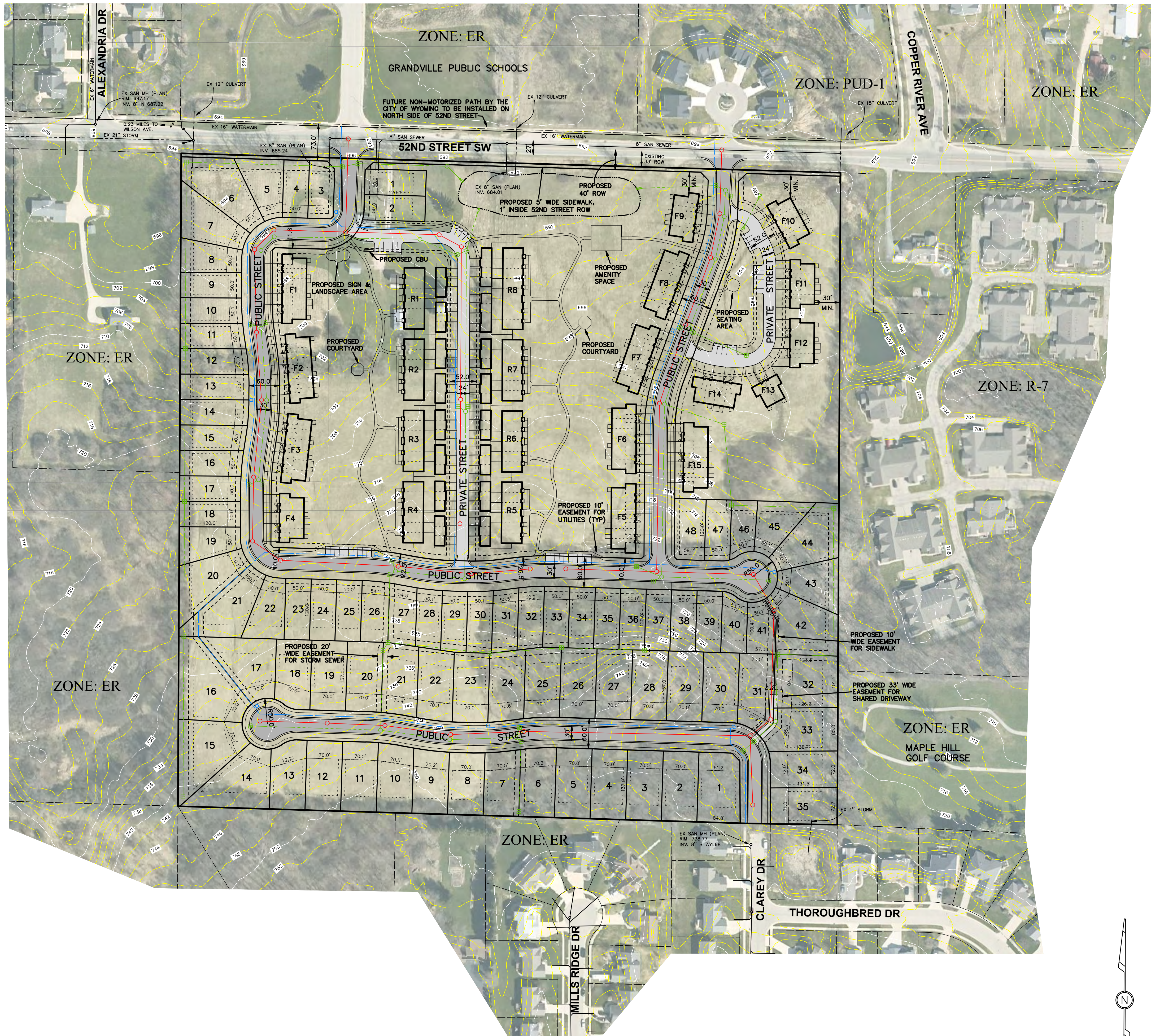
3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE MCGRAW
1188 EAST PARIS AVENUE SE, SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

				excel engineering, inc.		
				planners · engineers · surveyors		
				5252 Clyde Park, S.W. • Grand Rapids, MI 49509		
				Phone: (616) 531-3660 www.excelengineering.com		
				DRAWN BY: JDR	PROJ. ENG.: JSV	SHEET
				APPROVED BY: JSV	PROJ. SURV.: JSV	
DATE	REVISION	BY	FILE NO.	251185E	DATE:	05/14/25
						1 of 2

2' CONTOUR INTERVAL
SCALE: 1" = 100'



ALL UTILITIES ARE
SHOWN CONCEPTUALLY

LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED 8" SANITARY SEWER
- PROPOSED WATERMAIN

CONCEPT LAYOUT AND UTILITY PLAN

3738 52ND STREET SW PUD

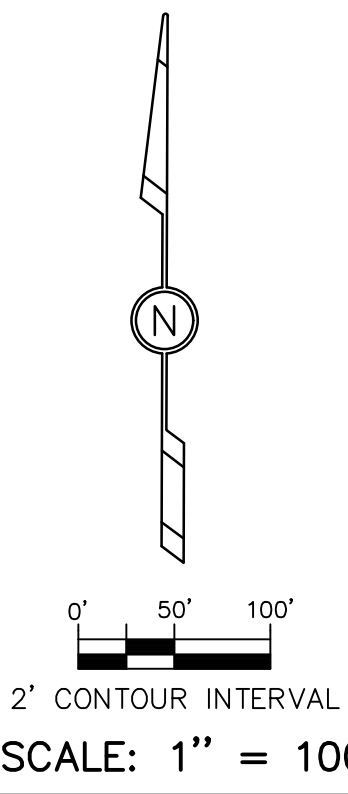
FOR: PARAMOUNT DEVELOPMENT CORPORATION
ATTN: MIKE MCGRAW
1188 EAST PARIS AVENUE SE, SUITE 100
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN



DRAWN BY: JDR
APPROVED BY: JSV
FILE NO.: 251185E
DATE: 05/14/25

SHEET
2 of 2





Eastbrook**HOMES**

3738 52nd Street SW

Preliminary PUD-4

_____ 616-226-3891 | EastbrookHomes.com _____



Eastbrook**HOMES**

Architectural Pattern Book

3738 52nd Street SW

616-226-3891 | EastbrookHomes.com



70-Foot Lots Featuring Americana and Designer Series





Balsam





Elevation 'A'



Elevation 'B'



Elevation 'C'



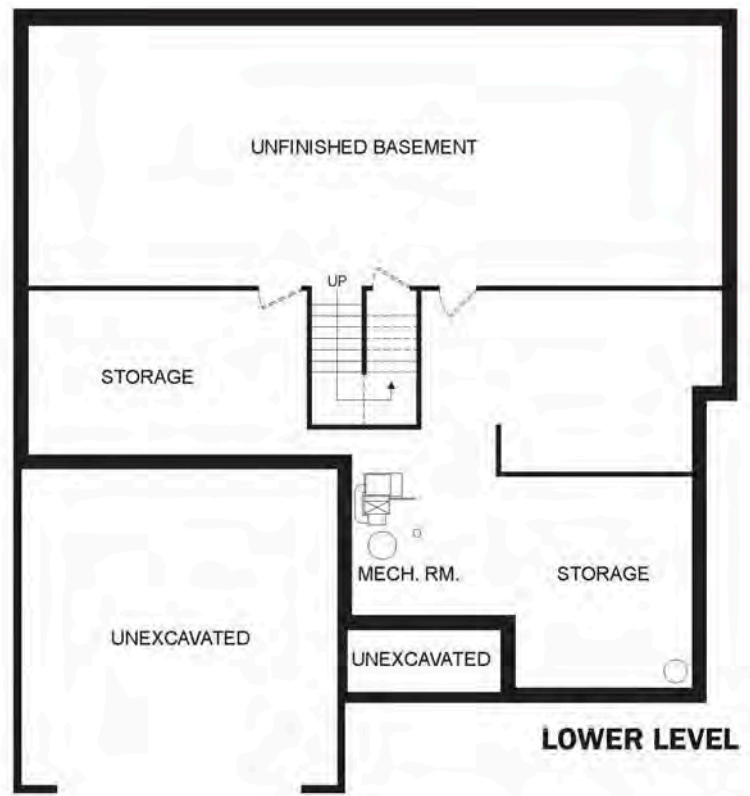
Elevation 'D'



Elevation 'E'



FIRST FLOOR
9' CEILING HT.
DIMENSIONS
48'W x 52'D
1773 SF TOTAL



Grayson





Elevation 'A'



Elevation 'B'



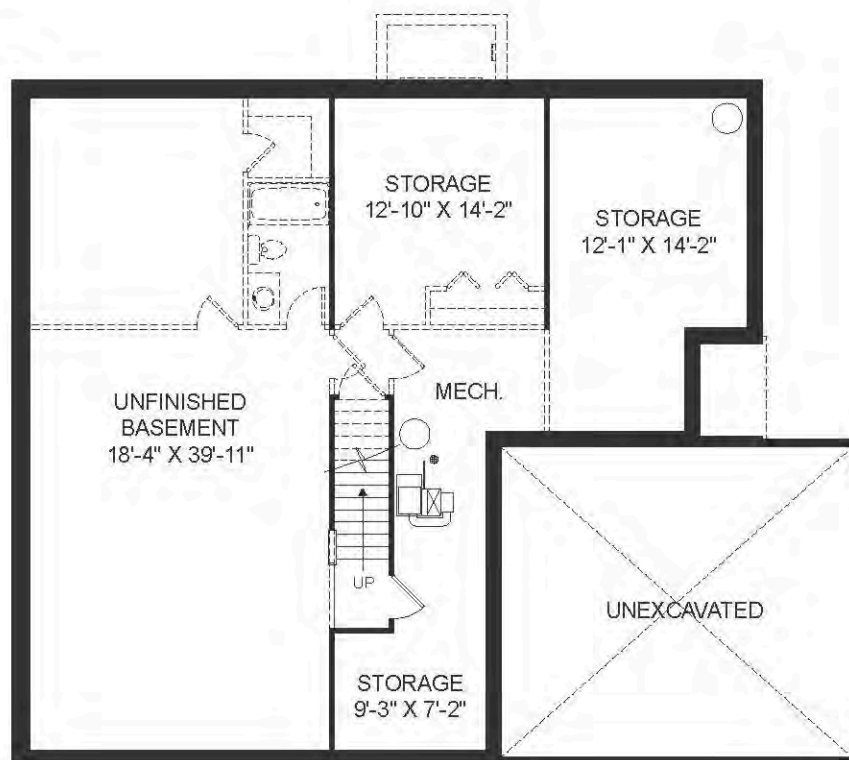
Elevation 'C'



Elevation 'D'



FIRST FLOOR
9' CEILING HT.
DIMENSIONS
42' X 52'
1592 SF TOTAL



LOWER LEVEL

Marley





Elevation 'A'



Elevation 'B'



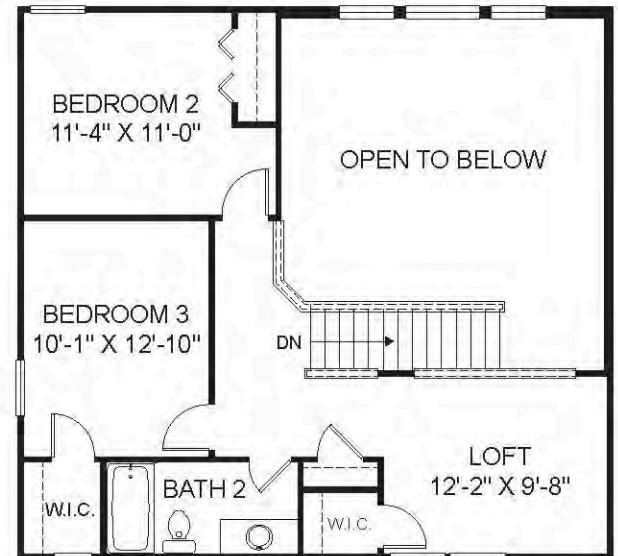
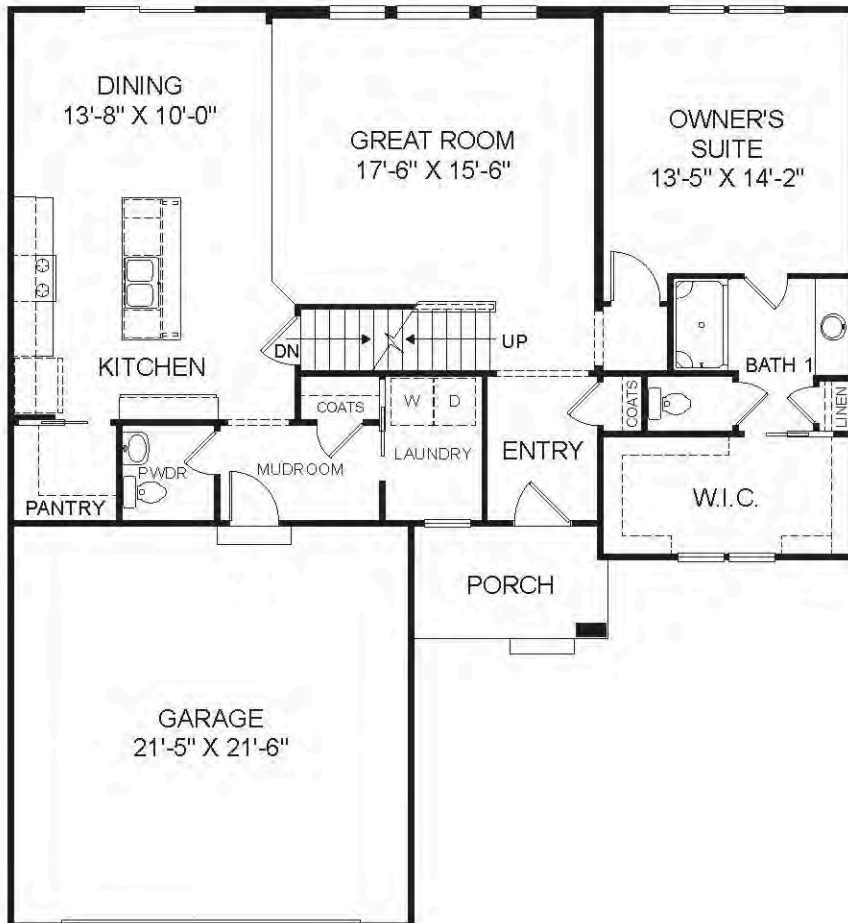
Elevation 'C'



Elevation 'D'



Elevation 'E'



SECOND FLOOR

FLOOR PLAN
8' CEILING HT.
DIMENSIONS
46'W x 50'D
1943 SF TOTAL

Newport





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'



Elevation 'G'



Elevation 'J'



Preston





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'





50-Foot Lots Featuring Hometown Series







Rowen





Elevation 'A'



Elevation 'B'



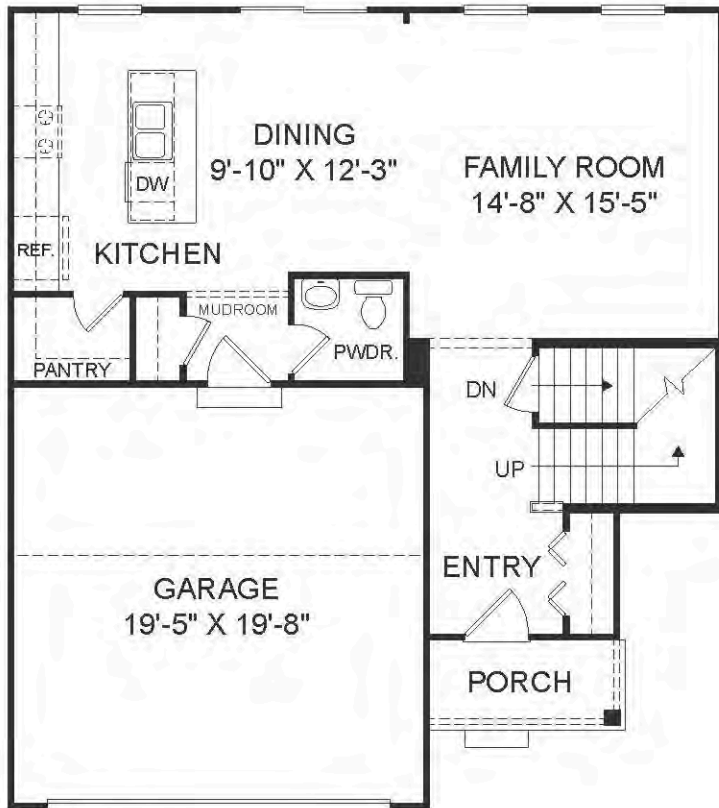
Elevation 'C'



Elevation 'D'



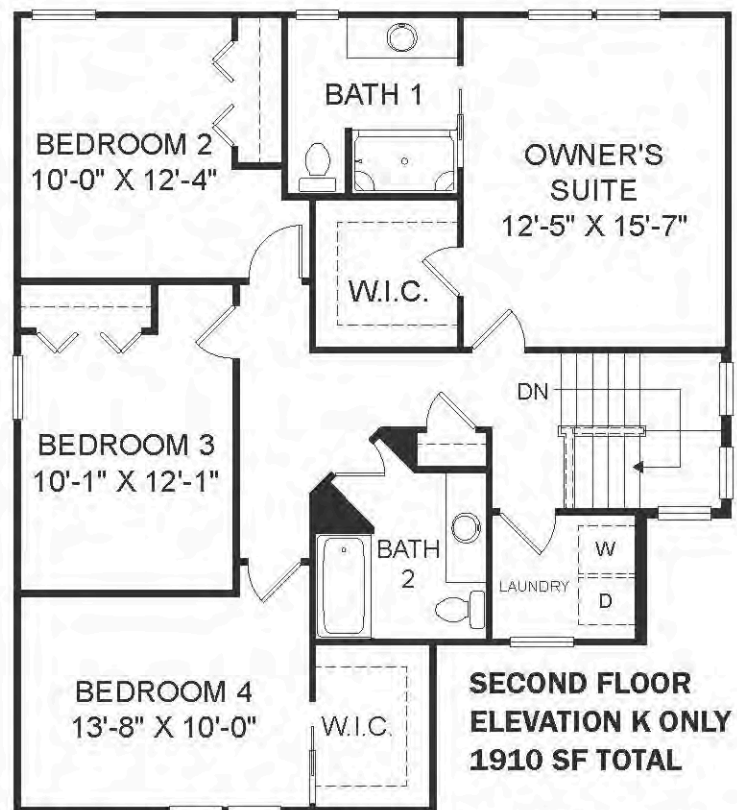
Elevation 'K'
(4 Bedroom Option)



FLOOR PLAN
8' CEILING HT.
DIMENSIONS
34'W x 38'D
1665 SF TOTAL



SECOND FLOOR ELEVATIONS A-D



SECOND FLOOR ELEVATION K ONLY
1910 SF TOTAL

MAY NOT BE COMBINED WITH 9' MAIN FLOOR OPTION



Taylor





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



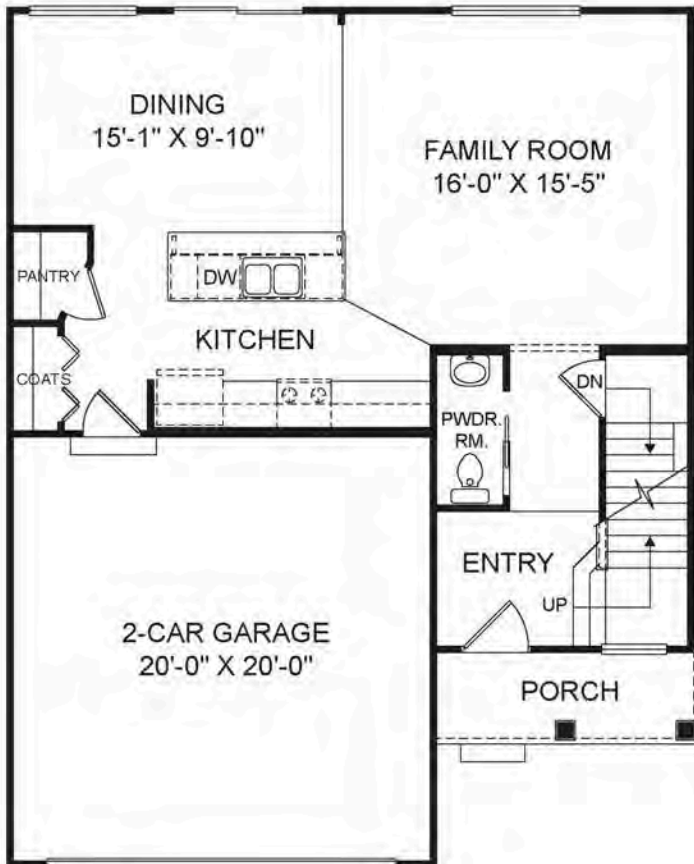
Elevation 'E'



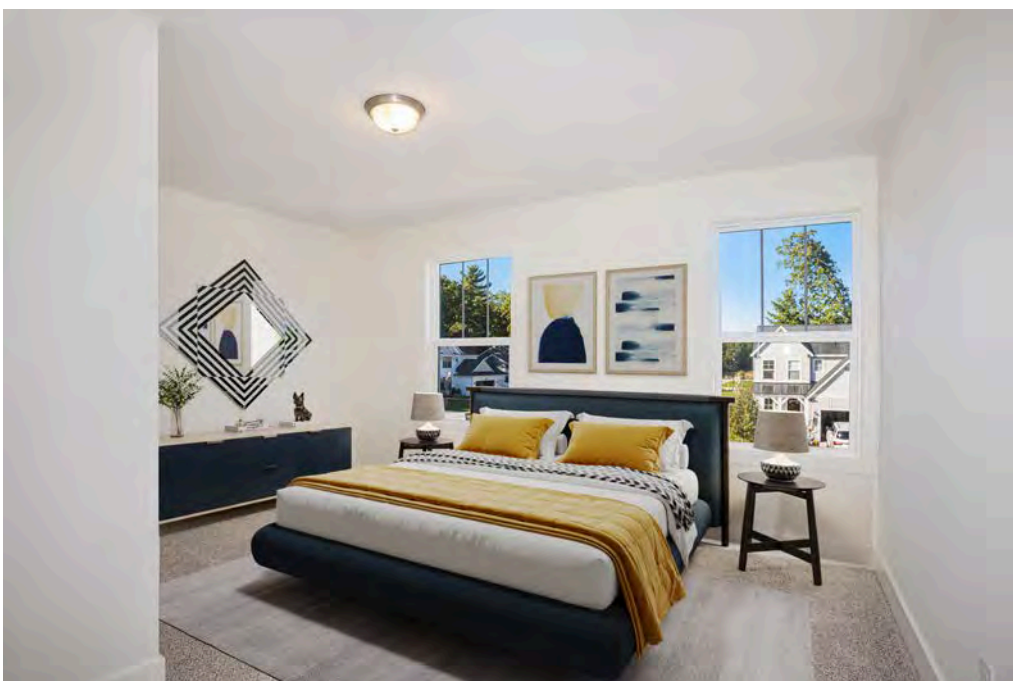
Elevation 'F'



Elevation 'G'



Stockton





Elevation 'A'



Elevation 'B'



Elevation 'C'



Elevation 'D'



Elevation 'E'



Elevation 'F'



Elevation 'G'



Elevation 'H'



Elevation 'J'



Elevation 'K'



SECOND FLOOR



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
38'W x 40'D
2008 SF TOTAL



Elevation 'A'



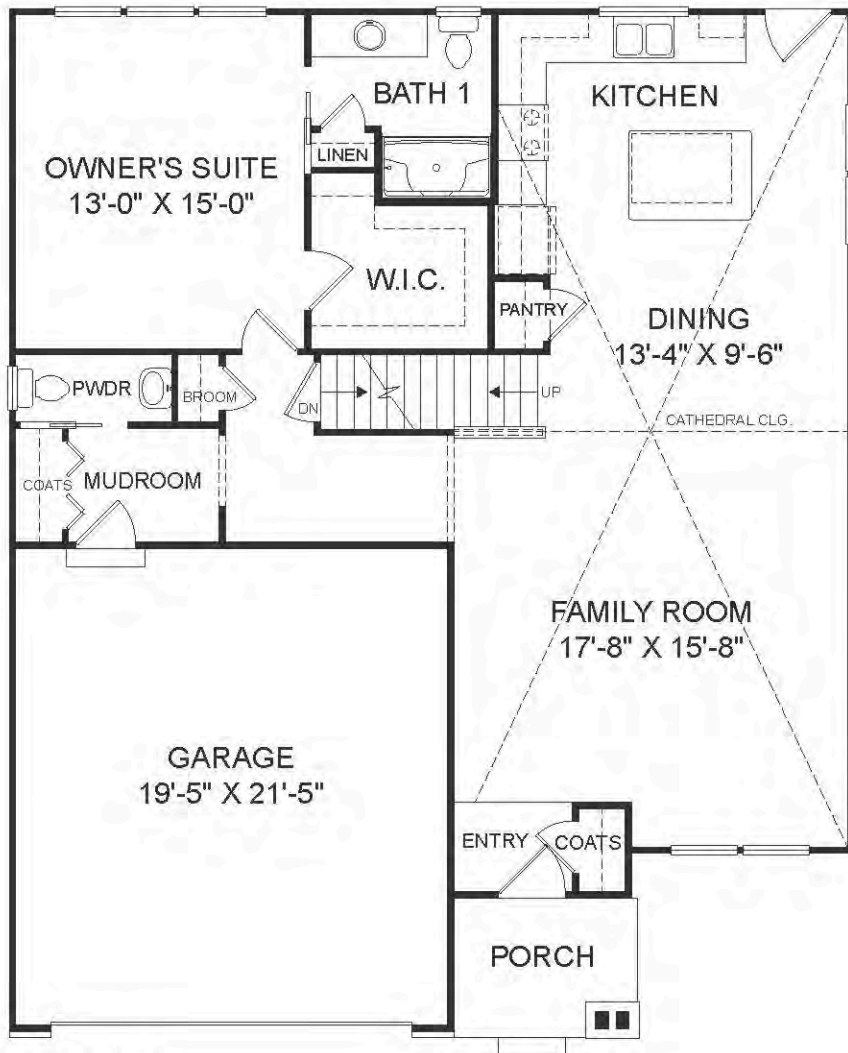
Elevation 'B'



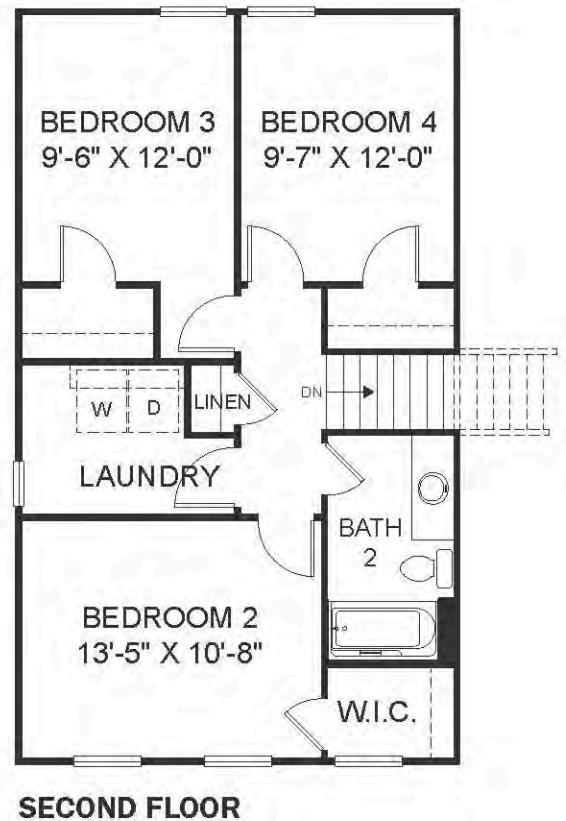
Elevation 'C'



Elevation 'D'



FIRST FLOOR
9' CEILING HT.
DIMENSIONS
38'W x 46'D
1860 SF TOTAL





Two-Story Front Loaded Townhomes Featuring Parkside Series







Cass





Elevation Cook's Crossing #2 & #8

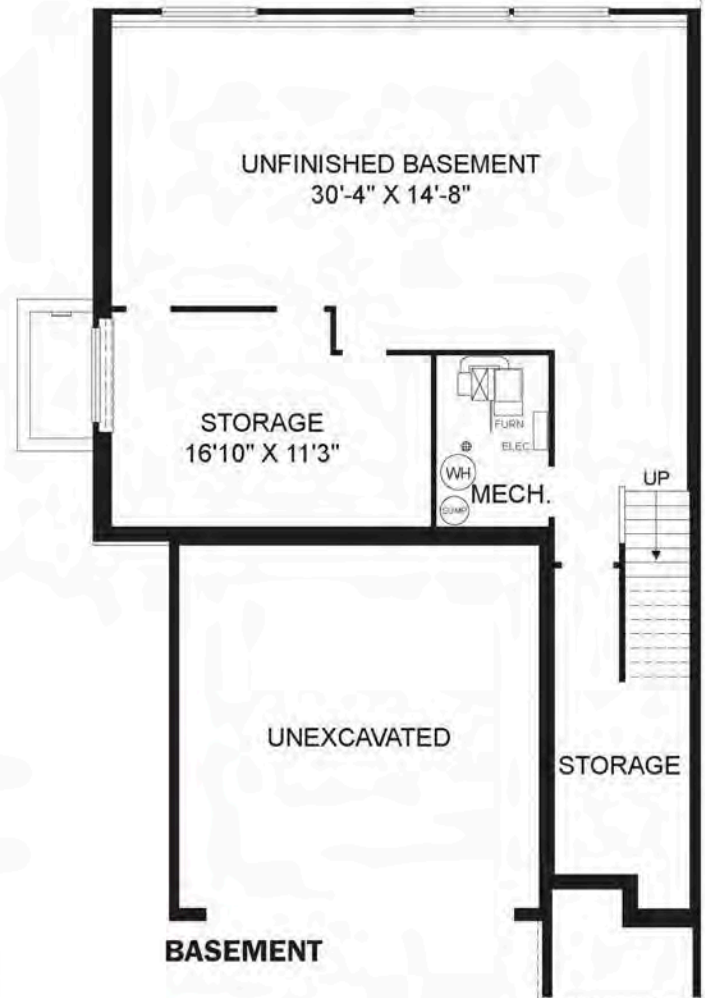


Elevation Cook's Crossing #4



Elevation Cook's Crossing #6

End Condo



Carter



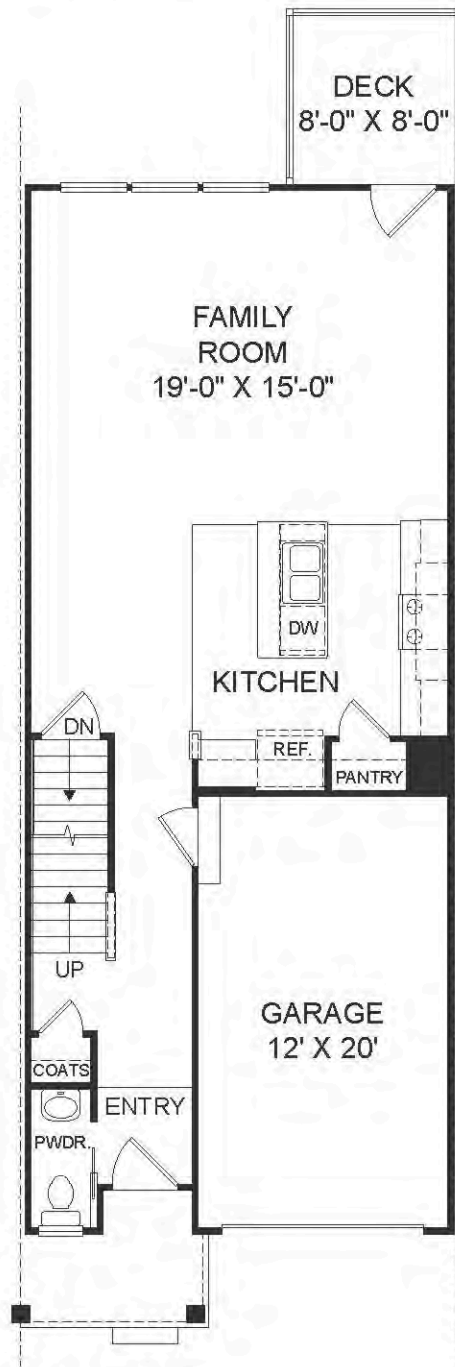


Elevation Cook's Crossing



Elevation Walnut Ridge

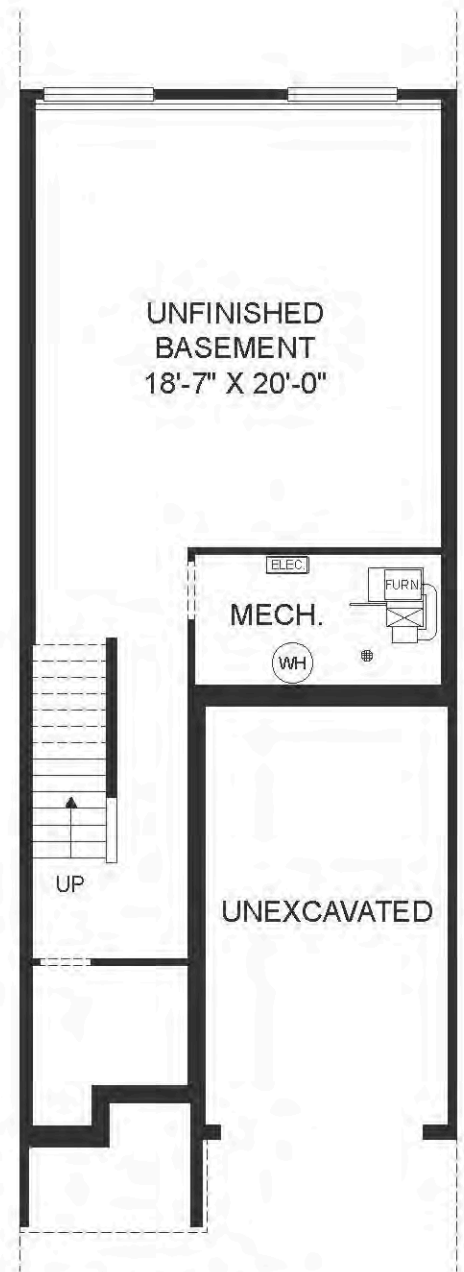
Middle Unit



FIRST FLOOR



SECOND FLOOR



LOWER LEVEL



Lois



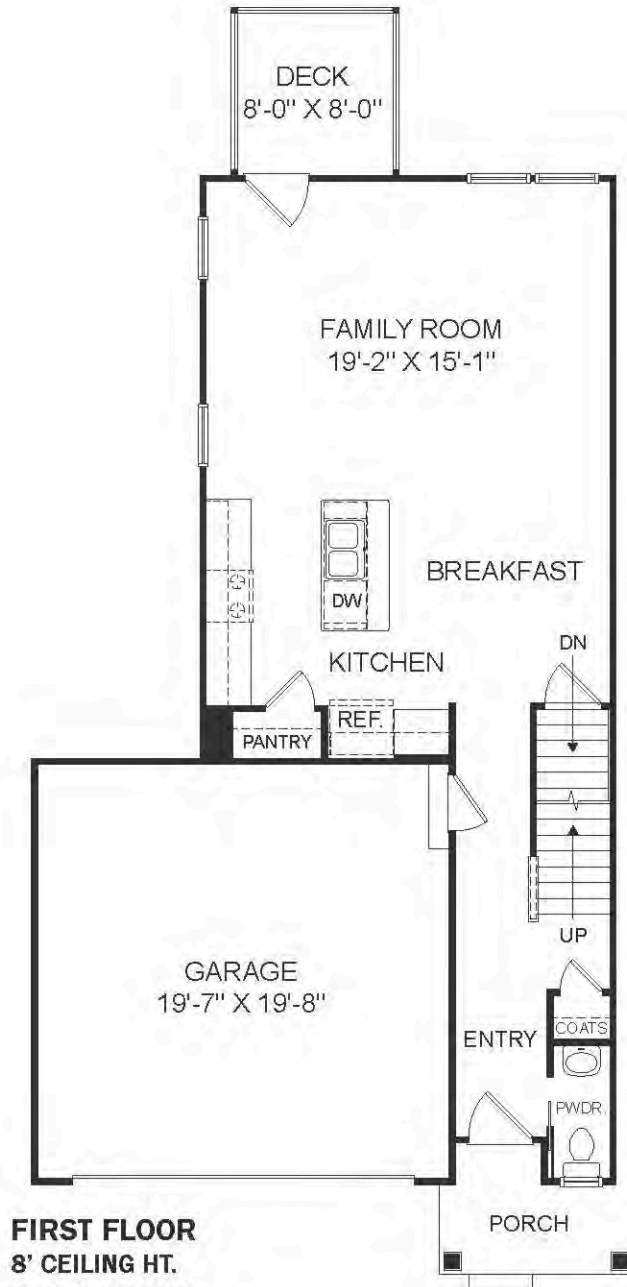


Elevation Lowing Woods



Elevation Walnut Ridge

END UNIT



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR
DIMENSIONS
20'W x 42'D



Lancer



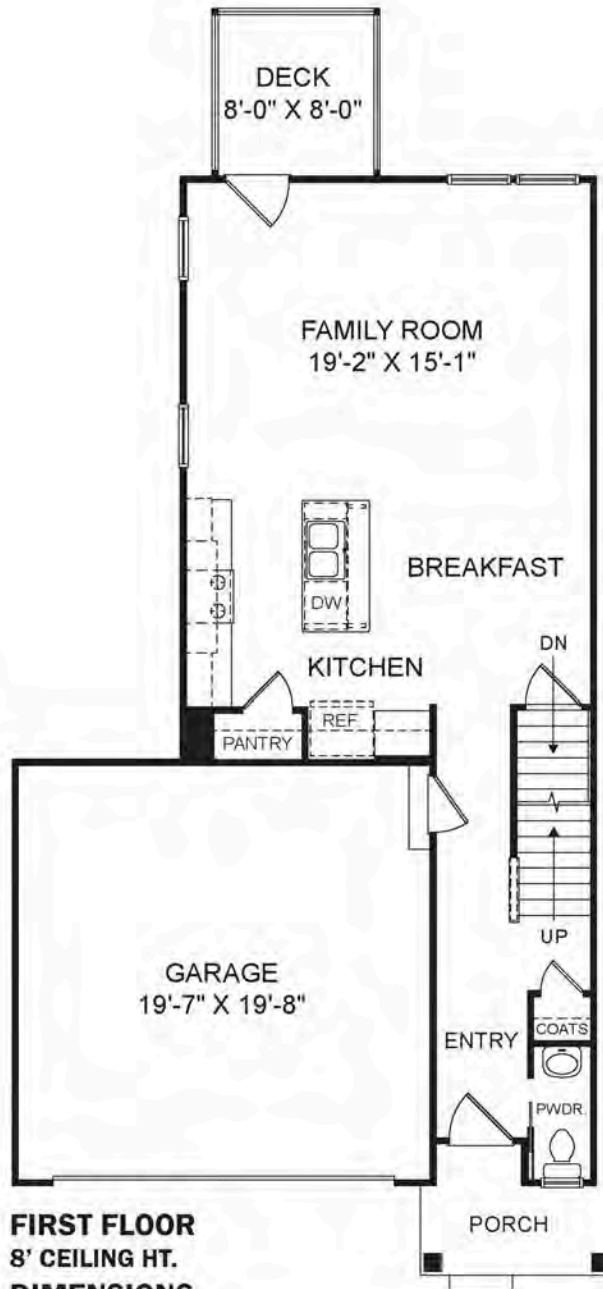


Elevation Lowing Woods



Elevation Walnut Ridge

End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 48'D
1,553 SF TOTAL



SECOND FLOOR
DIMENSIONS
20'W x 42'D



EastbrookHOMES

EastbrookHomes.com | concierge@eastbrookhomes.com | 616-455-0200 | 1188 East Paris Ave SE, Ste 100, Grand Rapids, MI 49546

Plans and elevations are artist's renderings only, may contain options which are not standard on all models. We reserve the right to revise plans, designs, specifications, and prices without notice.

All dimensions are approximate. Please contact our Concierge for current base plans and included options. EASTBROOK HOMES © 2023 ALL RIGHTS RESERVED.

02.22.2023



Two-Story Rear Loaded Townhomes Featuring Parkside Series





Thayer



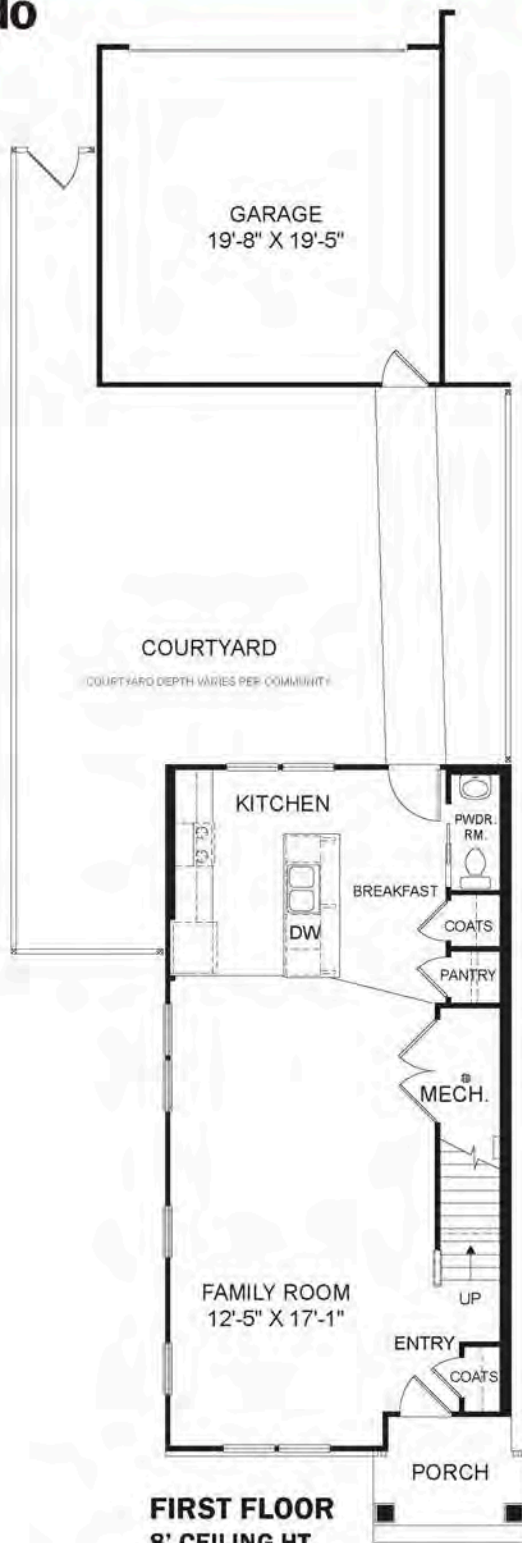


Elevation Town Square



Elevation Cook's Crossing

End Condo



Turk

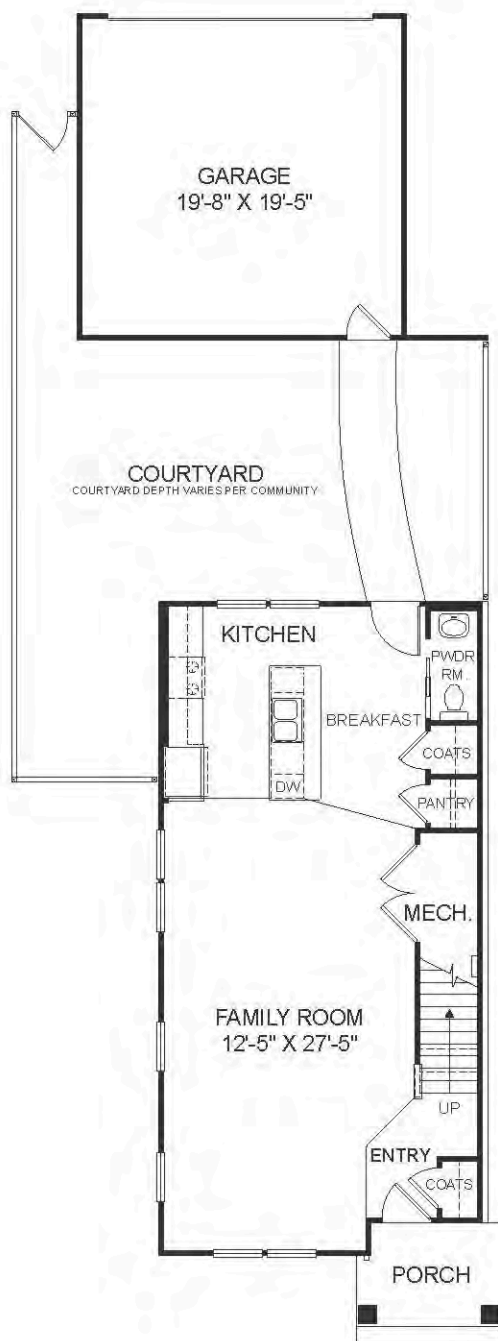




Elevation



End Condo



FIRST FLOOR
8' CEILING HT.
DIMENSIONS
20'W x 40'D
1525 SF TOTAL



SECOND FLOOR



EastbrookHOMES

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Common Spaces

Common Spaces



Common Spaces



FIRST DRAFT

Salmon Platted Community

DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS

THIS DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the ____ day of _____ 2025 by Paramount Development Corporation, a Michigan domestic limited liability company, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Paramount Development Corporation is developing certain property in the City of Wyoming, Kent County, Michigan, legally described on the attached Exhibit A, to be known as the Salmon Platted Community. The Salmon Platted Community will be platted for single family homes pursuant to the appropriate recorded plat.

WHEREAS, the first plat of the Salmon Platted Community was recorded with the Kent County Register of Deeds on _____, 2025 in Instrument No. _____.

WHEREAS, Developer is developing the Salmon Platted Community plat in platted phases, all plats to be known as the Salmon Platted Community followed by the appropriate plat number (collectively referred to as the Salmon Platted Community), which lot owners will use and benefit from the same entry areas, common areas and amenities at such time as the subsequent plat(s) are recorded with the Kent County Register of Deeds; and

WHEREAS, this area may be expanded or contracted by Developer at any time and without any limitations. Only properties developed by Paramount Development Corporation, its successors or assigns, within the above described boundaries may use the name of the Salmon Platted Community; and

WHEREAS, it is required that each owner or purchaser of a lot in the Salmon Platted Community becomes and remains a member of the Salmon Platted Community Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Salmon Platted Community subdivision, and is required to contribute to the maintenance of the common area property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in the Salmon Platted Community, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the

purchasers of lots the use of the property for attractive residential purposes and to preserve the general character of the neighborhood; and

NOW, THEREFORE, the platted lots in said the Salmon Platted Community shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

A. USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the City of Wyoming Zoning Ordinance concerning home occupations.

2. Common Areas. The Salmon Platted Community includes common areas which shall be maintained by the Association. The common areas shall be used only by the Developer, the lot owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon satisfies the requirements of the Zoning Ordinance of the City of Wyoming, Kent County, Michigan, which is in effect at the time of the contemplated use or the construction of any structure, unless approval thereof is obtained by a variance from the City of Wyoming. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of City of Wyoming or any other governmental entity with jurisdiction.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot or unit in the Salmon Platted Community development.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.

6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

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

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the side walls of the residence constructed on a lot.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the following criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than ten feet from the property line and shall be suitably landscaped.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project.

11. Pools and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment. Pools shall be suitably maintained. Swimming pools shall meet the

requirements of the City of Wyoming. Fencing around pools is permitted to meet city requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within nine (9) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state. Due to the lake and pond located in the project only phosphorous free fertilizers may be used on lawns to protect the water quality.

Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner of the lot. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property.

13. Satellite Dish.

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

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

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front or side yard unless the criteria stated herein cannot be met due to the required line of site with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

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

14. Sidewalks. In accordance with a requirement of the City of Wyoming, lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate governmental authority to seek enforcement measures.

15. Mailboxes. Cluster mailboxes are required by the United States Postal Service. The boxes will be maintained by the Association.

16. Nuisances. No noxious or offensive trade or activities 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.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

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

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business.

No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or common area.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Landscape Area Irrigation. Irrigation for the landscaping may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located

in the landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars (\$150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs. No signs or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or common areas that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Salmon Platted Community development.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Kent County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.

B. THE SALMON PLATTED COMMUNITY PROPERTY OWNERS' ASSOCIATION

1. Organization. The Developer has created the Salmon Platted Community Property Owners' Association, a Michigan non-profit corporation (the "Association"), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots and condominium units in said the Salmon Platted Community are hereby obligated to become and remain members of the Salmon Platted Community Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the common areas, parks, entry areas, private roads and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the parcel owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the parcel affected. The obligation may be enforced by the Developer, any owner of a lot or unit in the Salmon Platted Community or by the Property Owners Association. Paramount Development Corporation, Eastbrook Homes, Inc., or its assigns, shall not be obligated to pay dues on any lots except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

C. RESERVED RIGHTS OF DEVELOPER

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Easements Reserved by Developer. The Developer reserves easements over the project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend and use all roadways, drives,

walkways and bike paths located within the project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways and bike paths that Developer desires to construct at any time in the future, over any property within the project (the "Access Easements").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the project and the public water system and the public sanitary sewer system located within the project, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances.

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

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

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

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

no duty to contribute or to cause others to contribute in any way to the Association or to any lot owner on account of the exercise of the rights reserved under this section. The Developer has no duty to exercise any of the rights it has reserved under this section.

D. DRAINAGE AND DETENTION AREAS

1. Drainage. Some of the lots in the project are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the project. No development, grading or construction is permitted within private easement 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 drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Detention Ponds. The Salmon Platted Community plats include stormwater detention areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Paramount Development Corporation, Eastbrook Homes Inc., their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the detention pond areas.

E. ENFORCEMENT OF RESTRICTIONS

1. Remedies of Association. If the Association determines that any lot owner has failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(c) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

(d) Police enforcement where applicable.

(e) Filing of small claims court action in district court to seek monetary judgments.

(f) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the project. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the project, but not against the Association or the Developer.

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

5. Liability. The Salmon Platted Community Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

F. AMENDMENTS BY DEVELOPER

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in the Salmon Platted Community. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots in all of the Salmon Platted Community plats.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.

PARAMOUNT DEVELOPMENT CORPORATION

By _____
Michael R. McGraw
Its Member

STATE OF MICHIGAN
COUNTY OF KENT

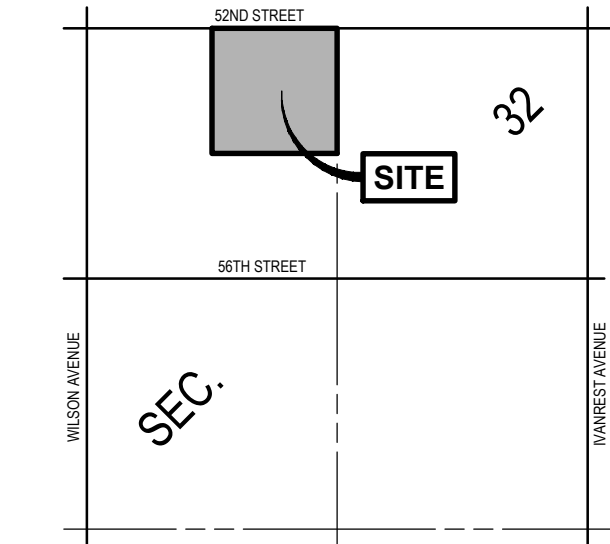
The foregoing instrument was acknowledged before me this _____ day of _____ 2025
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan domestic
profit corporation, on behalf of said company.

Rachel Fox
Notary Public, Ottawa County, Michigan
My Commission Expires: 10/6/2030

Prepared by and return to:
Kelly Kuiper
1188 East Paris Ave Ste 100
Grand Rapids MI 49546

EXHIBIT A

INSERT LEGAL DECRIPTION OF ENTIRE AREA FOR THE SALMON PLATTED
COMMUNITY PLATS



LOCATION MAP

NOT TO SCALE

TITLE INFORMATION

The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

TITLE DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

SCHEDULE B - SECTION II NOTES

12. Right of way in favor of Consumers Power Company (now known as Consumers Energy), as recorded in Liber 83 Miscellaneous Records on Page 541. **The easement described in this document is a blanket easement. Route to be taken by lines of poles, wires, cables and conduits is shown on this survey.**
13. Terms, covenants, and conditions of Highway Easement Release, as recorded in Liber 2017 on Page 1017. **The easement described in this document is shown on this survey.**

SURVEYOR'S NOTES

- 1) ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0510D, Map Number 26081C0510D, with an Effective Date of February 23, 2023, shows this parcel to be located in Zone "X" (areas of minimal flood hazard) (subject to map scale uncertainty).
- 2) ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 1,704,919 Square Feet / 39.14 Acres
- 3) ALTA TABLE "A" ITEM NO. 9 - Parking Information
No striped parking spaces
- 4) ALTA TABLE "A" ITEM NO. 16 - Evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 5) ALTA TABLE "A" ITEM NO. 17 - Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 6) ALTA TABLE "A" ITEM NO. 18 - Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor. **No plottable offsite easements to be shown on survey.**
- 7) Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 8) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.
- 9) Basis of Bearing: S00°17'30"W along the North-South 1/4 line of said Section as recorded in The Villas at Rivertown, Kent County Condominium Subdivision Plan No. 804.

ZONING INFORMATION

ALTA TABLE "A" ITEM NO. 6(a) - CURRENT ZONING CLASSIFICATION

ZONING REPORT NOT PROVIDED TO SURVEYOR.

BENCHMARKS

BENCHMARK #15027 ELEV. = 740.39 (NGVD29)
Set benchmark on Northeast flange bolt on hydrant. Located 15'± West of the edge of asphalt for Clarey Drive and 0.6'± North of the extension of the north line of the existing house # 3577 Clarey Drive.

BENCHMARK #80005 ELEV. = 699.67 (NGVD29)
Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.

SURVEYOR'S CERTIFICATION

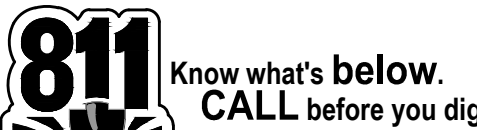
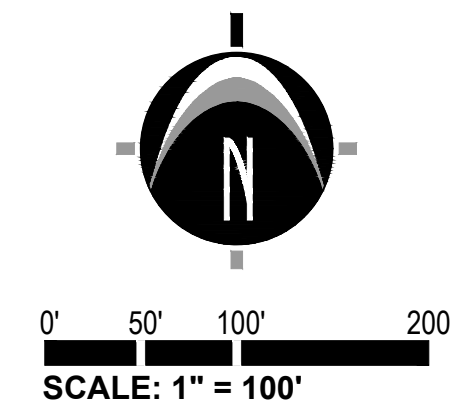
To DOMO Developmwt LLC, a Michigan limited liability company; Sun Title Agency of Michigan, LLC and Old Republic National Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 10, 11(a), 13, 16, 17 & 18 of Table A thereof. The fieldwork was completed on September 30, 2023.

PRELIMINARY

Scott A. Hendges
Professional Surveyor No. 4001047953
Nederveld, Inc.
shendges@nederveld.com

LEGEND

	Catch Basin - Round		Handhole		Stop Box		Gas Line
	Catch Basin - Square		Hydrant		Sign		Overhead Utility
	Control Point/ Benchmark		Iron-Found		Stop Sign		Storm Line
	Cable Riser		Light Pole		Sanitary Manhole		Tree Line
	Culvert		Mailbox		Transformer		Asphalt
	Deciduous Tree		Miss Dig Flag - Gas		Manhole		Existing Building
	Electric Meter		Miss Dig Flag - Water		Underground Fiber Marker		Concrete
	Evergreen Tree		Manhole		Underground Gas Marker		
	Gas Valve		Post		Water Valve		
	Guy Anchor		Utility Pole		Fence		



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANT" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:

Drawn: VB

Date: 08-21-23

REVISIONS:

Rev:

Drawn:

Date:

Avis-3738 52nd Street SW

ALTANSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PRELIMINARY

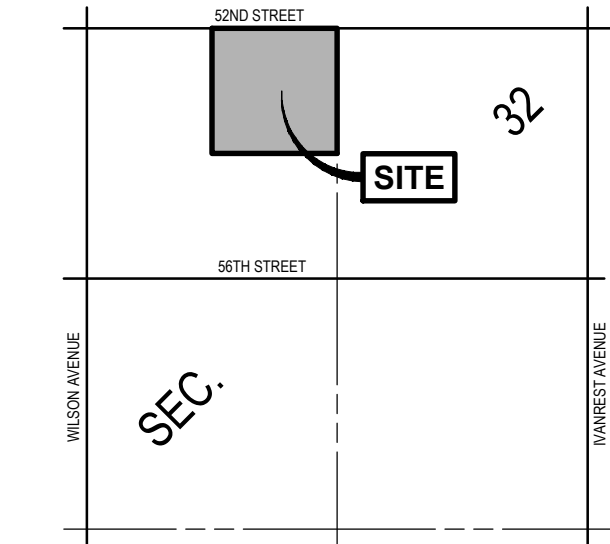
PROJECT NO:

23400722

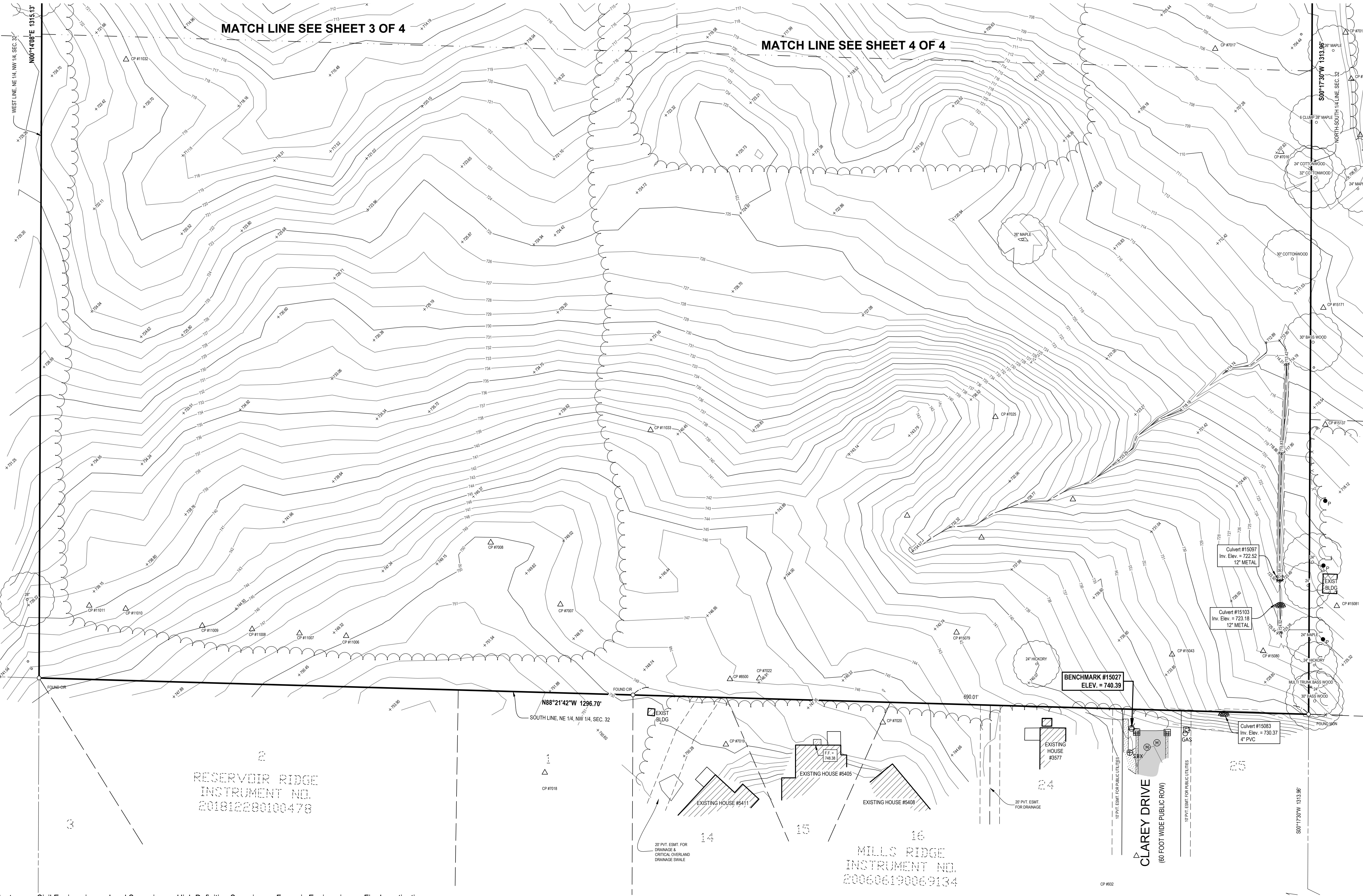
SHEET NO:

AL

SHEET: 1 OF 4



LOCATION MAP
NOT TO SCALE



BENCHMARKS

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Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.

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TITLE DESCRIPTION

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The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:

Drawn: VB

Date: 08-21-23

REVISIONS:

Rev:

Drawn:

Date:

Avis-3738 52nd Street SW

ALTANSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PRELIMINARY

PROJECT NO:

23400722

SHEET NO:

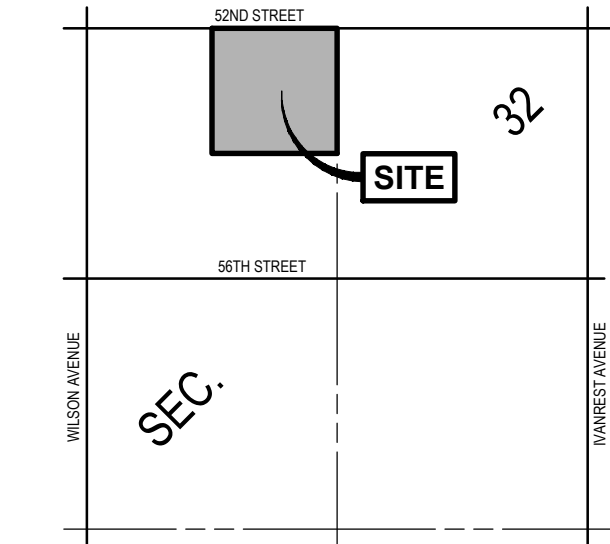
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SHEET: 2 OF 4

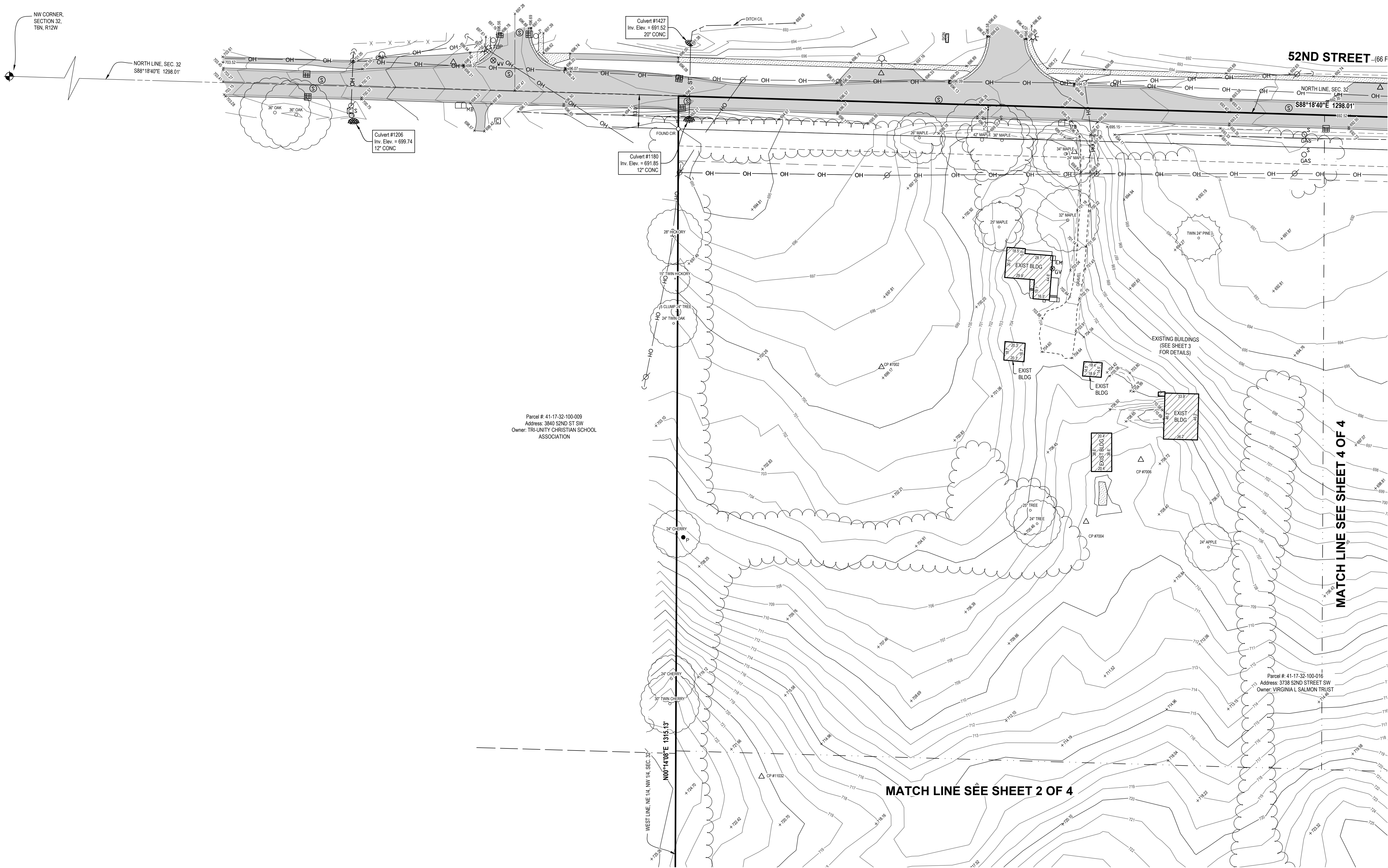


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LOCATION MAP
NOT TO SCALE



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TITLE DESCRIPTION

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Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:

Redhawk MultiFamily
Mark Avis

315 Weatherford Court
Lake Bluff, IL 60044

CREATED:

Drawn: VB

Date: 08-21-23

REVISIONS:

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Avis-3738 52nd Street SW

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PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,
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STAMP:

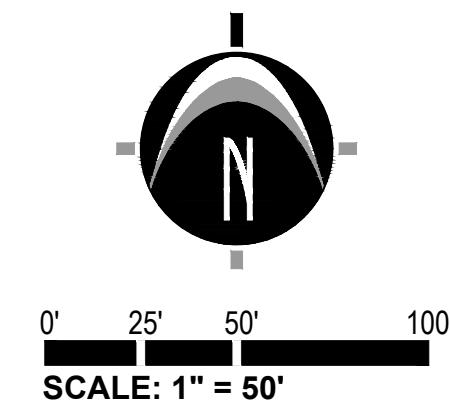
PRELIMINARY

PROJECT NO:
23400722

SHEET NO:

AL

SHEET: 3 OF 4



811 Know what's below.
CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

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**MASTER DEED
OF
THE TOWNHOMES AT THE SALMON COMMUNITY**
(Pursuant to Act 59, Public Acts of 1978, as amended)

Kent County Condominium Subdivision Plan No. _____ containing:

- (1) Master Deed establishing The Townhomes at the Salmon Community.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

This Document Drafted by:

Kelly Kuiper
Paramount Development Corporation
1188 East Paris Ave., Ste. 100
Grand Rapids, Michigan 49546

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Exhibit C – Affidavit of Mailing, Notice of Intent to Establish Condominium Project		

MASTER DEED
of
THE TOWNHOMES AT LOWING WOODS

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

This Master Deed is signed and delivered on the _____ day of _____ 2025, by **PARAMOUNT DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Avenue, Suite 100, Grand Rapids, Michigan 49546, (the "**Developer**") upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a Project to be known as The Townhomes at the Salmon Community (the "**Project**"), in the City of Wyoming, Kent County, Michigan on a parcel of land as described in Article 2.

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

1.3 Project Description. The Project is a residential condominium. The six (6) Condominium units which may be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual used by reason of having its own entrance from and exit to a common element of the Project.

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

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is legally described on the attached Schedule 1.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by and subject to the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Article 3. DEFINITIONS

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

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

(b) **Administrator.** "Administrator" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** "Association" or "Association of Co-owners" means The Townhomes at Lowing Woods Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

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

(e) **Board.** "Board" means the board of directors of the Association.

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

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

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

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

(j) **Condominium Subdivision Plan.** "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

(k) **Condominium Unit.** "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) **Co-owner.** "**Co-owner**" or "**Owner**" means the person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination of such entities who or which own a Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. Co-Owner or Owner may include the Developer.

(m) **Developer.** "**Developer**" means Paramount Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and its successors and assigns.

(n) **Development and Sales Period.** "**Development and Sales Period**", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project which has not been previously conveyed or leased.

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

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

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

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

(s) **Project.** "Project" or "Condominium" means The Townhomes at Lowing Woods, a residential condominium development established under the provisions of the Act.

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

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

Article 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property described in Article 2 of this Master Deed, including easement interests benefiting the Project (including, but not limited to, interests for ingress, egress and utility installation and other purposes, over, across and through properties outside of this Project), but excluding individual Units in the Project and the real estate designated as Limited Common Elements;

(b) **Surface Improvements and Landscaping.** The private roads, walkways, lawns, trees, shrubs, landscaping and other improvements shown as General Common Elements on the Condominium Subdivision Plan attached as Exhibit B;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) **Water.** The underground sprinkling system for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(g) **Storm Drainage.** The storm drainage system throughout the common areas of the Project, including the pond located within the Project;

(h) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(i) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(j) **Building Elements.** The foundations, roofs, perimeter walls, ceilings, floors, and interior walls of all buildings, as shown on Exhibit B;

(k) **Delivery Boxes.** The mail and/or newspaper box located on the General Common Elements to serve the Units;

(l) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project; and

(m) **Ownership of Utility and Telecommunications Systems.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Unit and supplying service to that Unit alone;

(b) **Porches, Decks and Patios.** The front porch and, if applicable, the deck, patio, or sun porch on the rear of each Unit;

(c) **Heating and Cooling Appliances.** The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(d) **Windows, Sliders, Doors and Screens.** The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall or the wall of any garage, and the automatic garage door opening mechanism;

(e) **Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(f) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings and floors located within a Unit;

(g) **Driveways and Walkways.** The portion of any driveway and walkway exclusively serving the residence, located between the Unit and the paved roadway;

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

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

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

(a) **Limited Common Elements; Utilities.** Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair and

replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, however, the Association shall provide snow removal for all front walkways and driveways. Also, the structural repair and replacement of front walkways and driveways servicing each unit shall be the responsibility of the Association, but the Association may assess the costs of repair and maintenance to the affected co-owner.

(b) Unit Improvements and Other Co-owner Responsibilities. If any Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units.

(c) Association Oversight. The appearance and condition of the porches, patios, decks, driveways and other exterior Limited Common Elements shall at all times be subject to the approval of the Association. If the maintenance and cleaning of such Limited Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Co-Owner responsible for cleaning, repair and maintenance.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and landscaping of all Common Elements other than as described above in this Section (including the maintenance of the storm water pond described in Section 2.2 of this Master Deed) shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent, invitee, family member or pet. In that case, the negligent Co-owner shall be responsible for the cost of completing the repair or replacement.

(e) Utilities. To the extent that any utilities are not separately metered to each Unit, such as water and sanitary sewer, the Association shall have those utilities metered in the name of the Association, and the expenses of the utilities will be an expense of administration to be included within the monthly assessments to each Co-owner.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned with the prior written approval of the Board. Any affected Co-owners may seek the consent of the Board by written application to the Board and notice to any affected mortgagee. If the request is approved, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of

the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

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

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

Article 5. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Detailed architectural plans and specifications for the Project have been filed with the City of Wyoming Building Department. Each Unit includes all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such Units was made after reviewing the comparative characteristics of each Unit. Notwithstanding the foregoing, the Developer (and the Board following the expiration of the Development and Sales Period) may assess a reasonable uniform surcharge to units that require a higher level of maintenance due to size or style of buildings, in levying assessments, in accordance with Section 5.3 of the Condominium Bylaws, to account for the greater maintenance expenses.

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

5.4 Convertible Areas. All General Common Elements and all unsold Units and appurtenant Limited Common Elements are deemed convertible areas. Any convertible area may be converted into a Unit or a Common Element in accordance with the provisions of the Act.

Article 6. EXPANDABILITY OF CONDOMINIUM

6.1 Future Development Area. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of one hundred and twenty four (124) Units. Additional Units, if any, will be established upon all or some portion of the land described on the attached Schedule 2 (the "Future Development Area"):

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer from time-to-time within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed,

which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project. The precise determination of the adjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such adjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Article 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The first phase of the Project established by this Master Deed consists of thirty eight (38) Units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1 and 6.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, adjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Article 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate project (or projects) or as any other form of development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer to contract the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Article 8. EASEMENTS

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

8.2 Easements for Support, Maintenance and Repair. Every portion of a Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Utility Easements. The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways and/or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utility and/or similar services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, preparing, replacing, maintaining and removing any type of line, pipe or main, with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such time as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services.

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

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives and walkways located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways and walkways that

Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "**Access Easements**").

(b) **Utility Easements.** Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "**Utility Easements**"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable statutes, ordinances, rules and regulations.

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

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

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

(f) **Assignment.** The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The

Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

8.5 Telecommunications Agreements. The Developer or the Association, subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "**Telecommunications**") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Developer or the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with any agreement made by the Developer shall remain the property of the Developer; any sums paid by any Telecommunications or other company in connection with any agreements made by the Association shall remain the property of the Association.

Article 9. AMENDMENT AND TERMINATION

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

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

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners and mortgagees, with the consent of not less than two-thirds of the Co-owners and, to the extent required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

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

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

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

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

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

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

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

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

9.4 Withdrawal of Property. If the development and construction of all improvements to the Project has not been completed within a period ending ten (10) years after the date on which construction was commenced, or six (6) years after the date on which rights of expansion, contraction or convertibility were exercised, whichever right was last exercised, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project identified as "need not be built" without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as General Common Elements of the Project, and all rights to construct Units on such lands shall cease.

9.5 Access and Use of Withdrawn Property. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across and through the remaining Project.

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

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

Article 11. LIMITATION OF LIABILITY

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

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

PARAMOUNT DEVELOPMENT CORPORATION,
a Michigan corporation

By: _____
Michael R. McGraw
Title: Member

STATE OF MICHIGAN
COUNTY OF KENT

This document was acknowledged before me the _____ day of _____ 2025,
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan
corporation, on behalf of the corporation.

Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent

**SCHEDULE 1
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Phase 1

**SCHEDULE 2
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Future Development Area

EXHIBIT C
TO MASTER DEED OF
THE TOWNHOMES AT THE SALMON COMMUNITY

AFFIDAVIT OF MAILING
NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN
COUNTY OF KENT

Taylor Youngs, being duly sworn, states that on _____, 2025, she served copies of a Notice of Intent with regard to The Townhomes at the Salmon Community Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

The City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Kent County Road Commission
1900 4 Mile Rd NW
Grand Rapids, MI 49544

Kent County Drain Commission
775 Ball Ave NE
Grand Rapids, MI 49503

On-Site Wastewater Unit
EGLE
P O Box 30473
Lansing, MI 48909-7973

Michigan State Dept of Transportation
425 W. Kent Street
P O Box 30050
Lansing, MI 48909

Taylor Youngs

Subscribed and sworn to before me on _____, 2025.

Rachel Fox
Notary Public, Ottawa County, Michigan
My commission expires: 10/6/2030
Acting in the County of Kent

PARAMOUNT DEVELOPMENT CORPORATION

3738 52nd Street Traffic Impact Study

CITY OF WYOMING

KENT COUNTY, MICHIGAN

July 2025

1511

Submitted to:

Michael McGraw
Paramount Development Corporation
1188 East Paris Ave SW, Suite 100
Grand Rapids, MI 49546

Submitted By:

Aaron Van Proyen, P.E., PTOE
VK Civil
7885 Byron Center Ave SW, STE A
Byron Center, MI 49315



Vriesman
& Korhorn

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1. Introduction

1.1. Background

Paramount Development Corporation is proposing eighty-three (83) single family homes and twenty-three (23) townhome buildings totaling 207 units on the parcel at 3738 52nd Street SW in the City of Wyoming, Kent County, Michigan.

Of the 83 single family homes, 35 lots on the south portion of the property will be accessed only by a proposed public street extension connected to Clarey Drive SW to the south. There is no internal connecting road and therefore these lots are not part of this study. The trips generated by these lots would not warrant a study on their own and will be considered background traffic accessed by 56th Street.

The Developer is planning to complete the project by 2030. The 38.1-acre site is currently zoned Estate Residential District (ER) and has one existing access point along 52nd Street by residential driveway.

The City of Wyoming has requested that a traffic impact study be performed as part of the proposed development to determine any effects the proposed development may have on the surrounding road network.

1.2. Study Area

Figure 1 shows a map of the development and surrounding area, including the study area and intersection locations to be studied. The following four (4) intersections were analyzed as part of the study area:

- 52nd Street and Wilson Avenue SW
- 52nd Street and Grand View Elementary Driveway
- 52nd Street and Copper River Avenue SW
- 52nd Street and Ivanrest Avenue SW

Figure 2 shows the concept layout of the development.

1.3. Existing Roadways

52nd Street is a 2-lane east-west local road within the study area. According to MDOT, the 2024 (most recent available) Average Daily Traffic (ADT) of 52nd Street is 6,673 vehicles per day between Wilson Avenue SW and Ivanrest Avenue SW. The speed limit along 52nd Street is 45 mph within the study area.

Wilson Avenue SW is a 4-lane local road. According to MDOT, the 2023 (most recent available) Average Annual Daily Traffic (AADT) volume was 16,053 vehicles per day south of 52nd Street,

and 16,324 vehicles per day north of 52nd Street. The speed limit on Wilson Avenue SW is 45 mph within the study area.

Grand View Elementary Driveway is a private 3-lane north-south school driveway off the north side of 52nd Street within the study area. No ADT or speed limit information is available, but speeds and volumes appear to be both low.

Copper River Avenue SW is a 3-lane north-south residential road off the north side of 52nd Street. No ADT or speed limit information is available, but speeds and volumes appear to be both low.

Ivanrest Avenue SW is 2-lane north-south local road. According to MDOT, the 2023 (most recent available) Average Annual Daily Traffic (AADT) volume was 8,961 vehicles per day south of 52nd Street, and 12,631 vehicles per day north of 52nd Street. The speed limit on Ivanrest Avenue SW is 45 mph within the study area.

1.4. Existing Intersections

The study area contains a total of two (2) existing signalized intersections and two (2) unsignalized T-intersections. 52nd Street at Wilson Avenue SW and Ivanrest Avenue SW are both signalized. The intersections are shown in Figure 3 and cycle lengths are provided in Table 1.

Table 1: Existing Intersections Details

Intersection	Type of Traffic Control	Cycle Length (sec)	
		Weekday AM Peak	Weekday PM Peak
Signalized Intersections			
52 nd Street & Wilson Avenue SW	Signal (8-phase)	90	90
52 nd Street & Ivanrest Avenue SW	Signal (2-phase)*	90	90
Unsignalized Intersections			
52 nd Street & Grand View Elementary Driveway	1-way Stop T Int.	-	-
52 nd Street & Copper Rich Avenue SW	1-way Stop T Int.	-	-

*No dedicated Left-turn phase.

1.5. Site Access

The access for the proposed development is via two proposed driveways along 52nd Street. The west access point on 52nd Street will be directly across from the Grand View Elementary Driveway. The east access point on 52nd Street will be directly across from Salmon River Court SW. The 35 single family homes will be accessed from Clarey Dr SW via 56th Street from the south.

2. Existing (2025) Conditions

VK Civil obtained new turning movement counts at the study area intersections. Counts were collected on Tuesday, February 4, 2025, during the peak periods: 7:00 to 9:00 AM and 4:00 to 6:00 PM. Counts were extended in the afternoon to capture elementary school pick-up traffic for additional review. The existing peak-hour volumes are depicted in Figure 4 and peak-hour count reports are included in the Technical Appendix.

2.1. Existing (2025) Capacity Analysis

The existing levels-of-service were determined using the industry-standard method presented in the Highway Capacity Manual (6th Edition), published by the Transportation Research Board (TRB). *Synchro*® was used to perform the LOS analysis.

The level-of-service (LOS) of a roadway gives a measure of how well or poorly traffic movements operate under predetermined traffic characteristics like traffic demands, lane configurations, and traffic controls. The different levels of service are determined by the average amount of control delay per vehicle. Control delay is the delay associated with stopping for a traffic light, stop sign, or opposing traffic and is comprised of four “times”: deceleration delay, queue move-up time, stopped delay, and final acceleration delay.

As seen in Table 2, LOS A is indicative of minimal control delay while LOS F is indicative of failure of an intersection and results in long vehicle queues and delays. Typically, LOS D or better is considered adequate intersection performance, and lower levels may be acceptable for short time periods or around peak hours of the day when high traffic volumes normally occur.

Table 2: Intersection Level of Service Criteria

Level-of-Service	Control Delay per Vehicle (sec)	
	Signalized Intersections	Unsignalized Intersections
A	< 10	< 10
B	10 - 20	10 - 15
C	20 - 35	15 - 25
D	35 - 55	25 - 35
E	55 - 80	35 - 50
F	>80	>50

The existing (2025) peak-hour capacity analysis determined there are currently no concerns with failing levels of service at any of the study intersections.

Table 3 shows the existing conditions at the study-area intersections for the two peak-hour analysis periods. The results from a *Synchro*® capacity analysis report can be found in the Technical Appendix.

Table 3: Existing (2025) Peak-Hour LOS Data

Intersection		Weekday AM Peak-Hour		Weekday PM Peak-Hour	
		Level of Service	Delay (sec/veh)	Level of Service	Delay (sec/veh)
Signalized Intersections – Overall					
52 nd Street & Wilson Avenue SW		C	24.8	C	28.0
52 nd Street & Ivanrest Avenue SW		B	17.8	C	22.3
Unsignalized Intersections					
52 nd Street & Grand View Elementary Driveway	SB-R	B	11.1	B	10.5
	SB-L	-	-	C	15.4
	EB-L	A	8.5	A	8.2
52 nd Street & Copper River Avenue SW	SB-R	B	11.1	B	10.7
	SB-L	B	15.7	C	15.5
	EB-L	A	8.2	A	8.1

A more detailed breakdown of the volumes and LOS values for each movement at the intersections within the study area can be seen in Figure 4. All movements operate at a passing level of service (LOS D or better) in the AM and PM peak hour.

2.2. Existing (2025) Traffic Crash Analysis.

Table 4: Wilson Avenue SW & 52nd Street Intersection Crash Type Summary

Description	Total Crashes	Percentages
Angle	1	3.7%
Rear-end	20	74.1%
Sideswipe same Direction	2	7.4%
Single Motor Vehicle	1	3.7%
Backing	2	7.4%
Other	1	3.7%
Total	27	100%

Review of traffic crashes at the Wilson Ave and 52nd Street intersection show there is not an overwhelming number of crashes for the review period of 2019-2023. The high number of rear-end crashes is typical for intersections along Wilson Avenue SW. The crashes typically result in no to minimal injury and the worst-case crash was a class C crash reported at this intersection in the last five years.

Table 5: Ivanrest Avenue SW & 52nd Street Intersection Crash Type Summary

Description	Total Crashes	Percentages
Angle	5	12.8%
Rear-end	19	48.8%
Sideswipe same Direction	2	5.1%
Single Motor Vehicle	4	10.3%
Backing	2	5.1%
Head-on - left turn	5	12.8%
Sideswipe – Opposite Direction	2	5.1%
Total	39	100%

Again, the number of crashes at Ivanrest Ave and 52nd Street is still fairly low for the review period. The high amount of rear-end crashes is typical for intersections along Ivanrest Avenue SW. The crashes at this intersection are typically none to minimal injury and there was only one class B crash reported at this intersection in the last five years.

Table 6: 52nd Street Crash Type Summary

Description	Total Crashes	Percentages
Angle	1	4.8%
Rear-end	6	28.5%
Sideswipe same Direction	2	9.5%
Single Motor Vehicle	8	38%
Head-on - left turn	1	4.8%
Head-on	1	4.8%
Sideswipe – Opposite Direction	1	4.8%
Other	1	4.8%
Total	21	100%

Per the table above there is not an overwhelming number of crashes that happen between Wilson Avenue SW and Ivanrest Avenue SW within the five-year period. The single motor vehicle crashes along 52nd Street were all car-deer incidents except for one new motorists that lost control. Crashes through this area are typically no- to minimal injury and there were only two class B crashes reported. There does not appear to be a consistent pattern of crashes that could be solved by engineering design.

3. Base Year (2030) Conditions

This section outlines an analysis of the base year (2030) peak traffic conditions. These conditions are meant to be representative of the traffic conditions in the projected year of

opening of the proposed development but do not include the traffic generated by it. These conditions serve as a baseline against which any impacts of the development can be measured.

Base year (2030) traffic volumes were estimated with a 1% growth rate per year over the existing (2025) volumes.

3.1. Base Year (2030) Capacity Analysis

The base year (2030) overall intersection LOS for both the signalized and unsignalized intersections can be seen in Table 7. Similar to existing (2025) conditions, there are no concerns regarding any movements at the study intersections. Capacity reports from the Synchro® software for all intersections are included in the Technical Appendix. Figure 5 shows the LOS of all movements at the intersections within the study area.

Table 7: Base Year (2030) Peak-Hour LOS Data

Intersection		Weekday AM Peak-Hour		Weekday PM Peak-Hour	
		Level of Service	Delay (sec/veh)	Level of Service	Delay (sec/veh)
Signalized Intersections – Overall					
52 nd Street & Wilson Avenue SW		C	25.1	C	29.1
52 nd Street & Ivanrest Avenue SW		B	18.2	C	23.1
Unsignalized Intersections					
52 nd Street & Grand View Elementary Driveway	SB-R	B	11.3	B	10.7
	SB-L	-	-	C	16.0
	EB-L	B	8.6	A	8.3
52 nd Street & Copper River Avenue SW	SB-R	B	11.3	B	10.8
	SB-L	C	16.4	C	16.1
	EB-L	A	8.3	A	8.2

Similar to the existing (2025) analysis, all movements operate at a passing level of service (LOS D or better) in the AM and PM peak hour. Four movements drop down one level of service from the existing (2025) analysis to the base (2030) analysis in the PM.

4. Opening Year (2030) Conditions

This section outlines an analysis of the opening year (2030) peak traffic conditions. These are the traffic conditions in the projected year of opening of the proposed development with traffic generated by the proposed development included.

The proposed development traffic layout is shown in Figure 6.

4.1 Trip Generation

The ITE Trip Generation in this analysis was performed using the methods laid out in the ITE Trip Generation Manual, 11th Edition, published by the Institute of Transportation Engineers (ITE). This manual outlines information for modeling traffic generation based on nationwide studies for different land uses.

Table 8 summarizes the trip generation estimate for the proposed site. No pass-by trips are attributable to the 210 or 215 land use code.

Table 8: Projected Trip Generation

Land Use	ITE Land Use Code	Size	Weekday AM Peak-Hour Trips			Weekday PM Peak-Hour Trips		
			Enter	Exit	Total	Enter	Exit	Total
Single Family Detached	210	48 Units	10	28	38	31	19	50
Single Family Attached	215	124 Units	15	44	59	42	28	70
Total:			25	72	97	73	47	120

4.2 Trip Distribution and Traffic Assignment

The directional trip distribution and new trip assignment are based on the current traffic patterns in the study area, engineering judgment, and the development's intended audience. Figure 7 shows a diagram of the traffic distribution.

Traffic Distribution

- 15% from the north on Wilson Avenue SW
- 10% from the west on Wilson Avenue SW
- 25% from the south on Wilson Avenue SW
- 5% from the south on Ivanrest Avenue SW
- 35% from the east on Ivanrest Avenue SW
- 10% from the north on Ivanrest Avenue SW

These percentages were used in the process of distributing the new trips generated by the development throughout the study area.

4.3 Opening Year (2030) Capacity Analysis

The opening year (2030) overall intersection LOS for both the signalized and unsignalized intersections can be seen in Table 9.

Table 9: Opening Year (2030) Peak-Hour LOS

Intersection		Weekday AM Peak-Hour		Weekday PM Peak-Hour	
		Level of Service	Delay (sec/veh)	Level of Service	Delay (sec/veh)
Signalized Intersections – Overall					
52 nd Street & Wilson Avenue SW		C	26.0	C	29.5
52 nd Street & Ivanrest Avenue SW		B	18.1	C	23.3
Unsignalized Intersections					
52 nd Street & Grand View Elementary Driveway	SB-R	B	11.4	B	10.7
	SB-L	-	-	C	21.3
	NB	C	16.9	C	15.8
	EB-L	A	8.6	A	8.3
	WB-L	A	8.0	A	8.3
52 nd Street & Proposed East Driveway	NB	B	12.4	B	13.3
	WB-L	A	7.9	A	8.0
52 nd Street & Copper River Avenue SW	SB-R	B	11.4	B	11.1
	SB-L	C	17.4	C	17.3
	EB-L	A	8.4	A	8.3

More detailed movement and approach LOS values can be found in Figure 8. The existing intersections and movements all operate at passing levels of service as does the Base Year (2030) levels of service during the AM and PM peak periods. The movements at the new driveways of the Paramount Development Corporation development operate at LOS B and C during the AM and PM peak hour, both acceptable for this type of intersection. Due to the large number of trips generated by the development two driveways serving this development from 52nd Street appears reasonable.

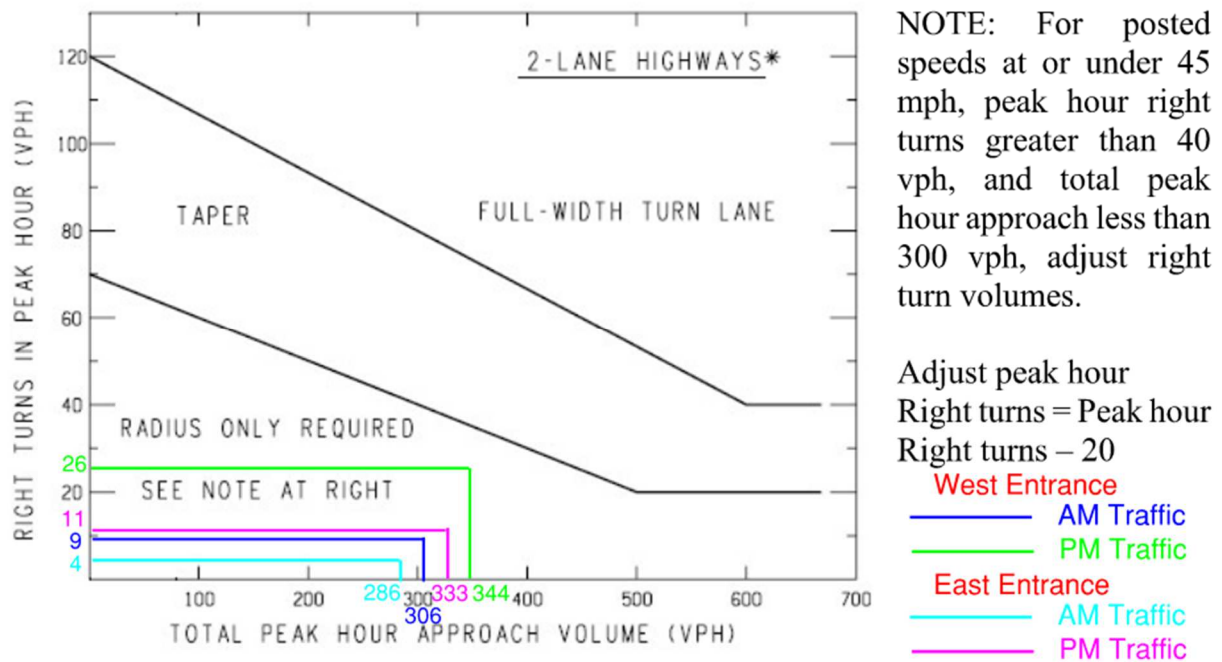
4.4 Opening Year (2030) Turn Lane Warrant Analysis

An analysis was performed for right- and left-turn lanes from 52nd Street into the proposed development. The Michigan Department of Transportation (MDOT) provides guidance on volume warrants at unsignalized intersections for right- and left-turn lanes.

Section 1.1.4 of MDOT's Geometric Design Guidance document provides guidance for the addition of right-turn tapers at intersections. The right turn volume at the West Entrance in the AM peak hour right turn is 9 and the total approach volume is 306. The volume in the PM peak hour right turn volume is 26 and the total approach volume is 344. As shown in Graphic A below, only a radius is required per MDOT.

The East Entrance in the AM peak hour right turn volume is 4 and the total approach volume is 286. The East Driveway in the PM peak hour right turn volume is 11 and the total approach volume is 333. As shown in Graphic A below, only a radius is required.

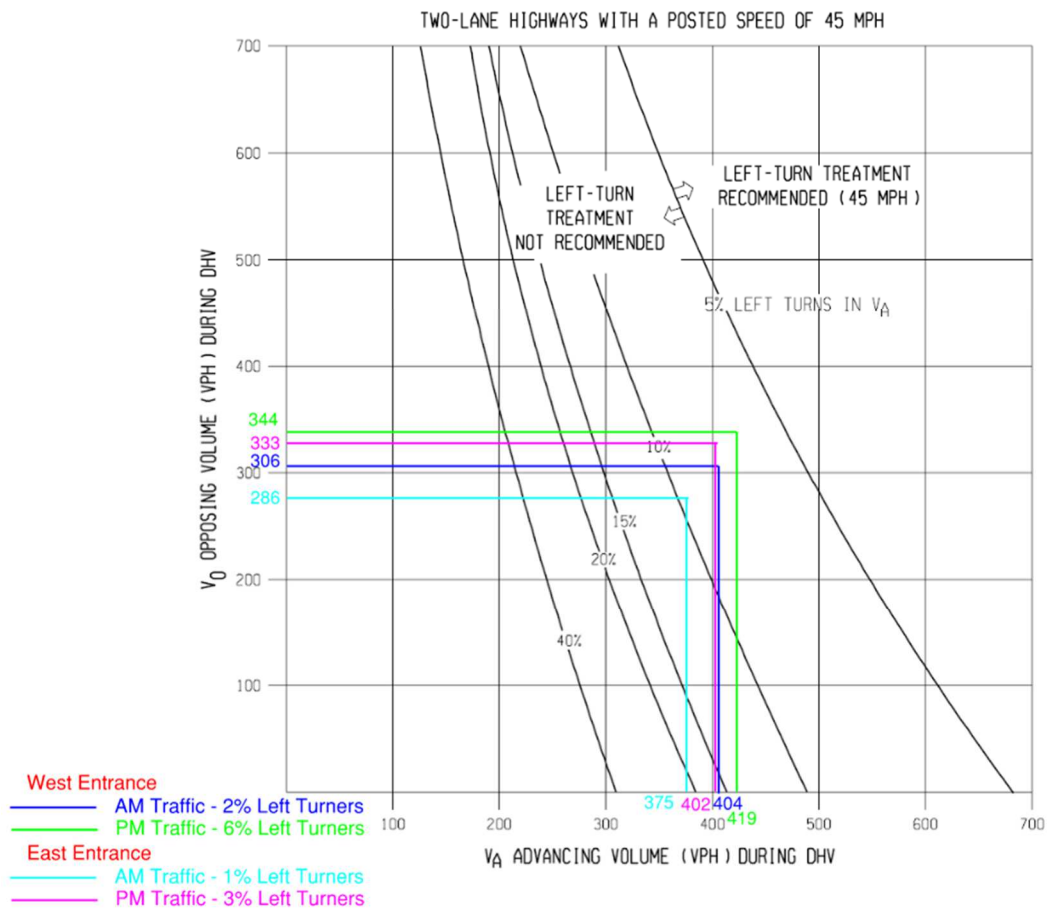
Graphic A: Opening Year (2030) Right-Turn Lane Guidance



Section 1.1.5 of MDOT's Geometric Design Guidance document provides guidance for the addition of left-turn lanes at intersections. The West Entrance in the AM peak hour has an opposing volume of 306 and an advancing volume of 404 with a left turn percentage of 2%. The West Entrance in the PM peak hour has an opposing volume of 344 and an advancing volume of 419 with a left turn percentage of 6%. As shown in Graphic B below, a left-turn treatment is not recommended.

The East Entrance in the AM peak hour has an opposing volume of 286 and an advancing volume of 375 with a left turn percentage of 1%. The East Entrance in the PM peak hour has an opposing volume of 333 and an advancing volume of 402 with a left turn percentage of 3%. As shown in Graphic B below, a left-turn treatment is not recommended.

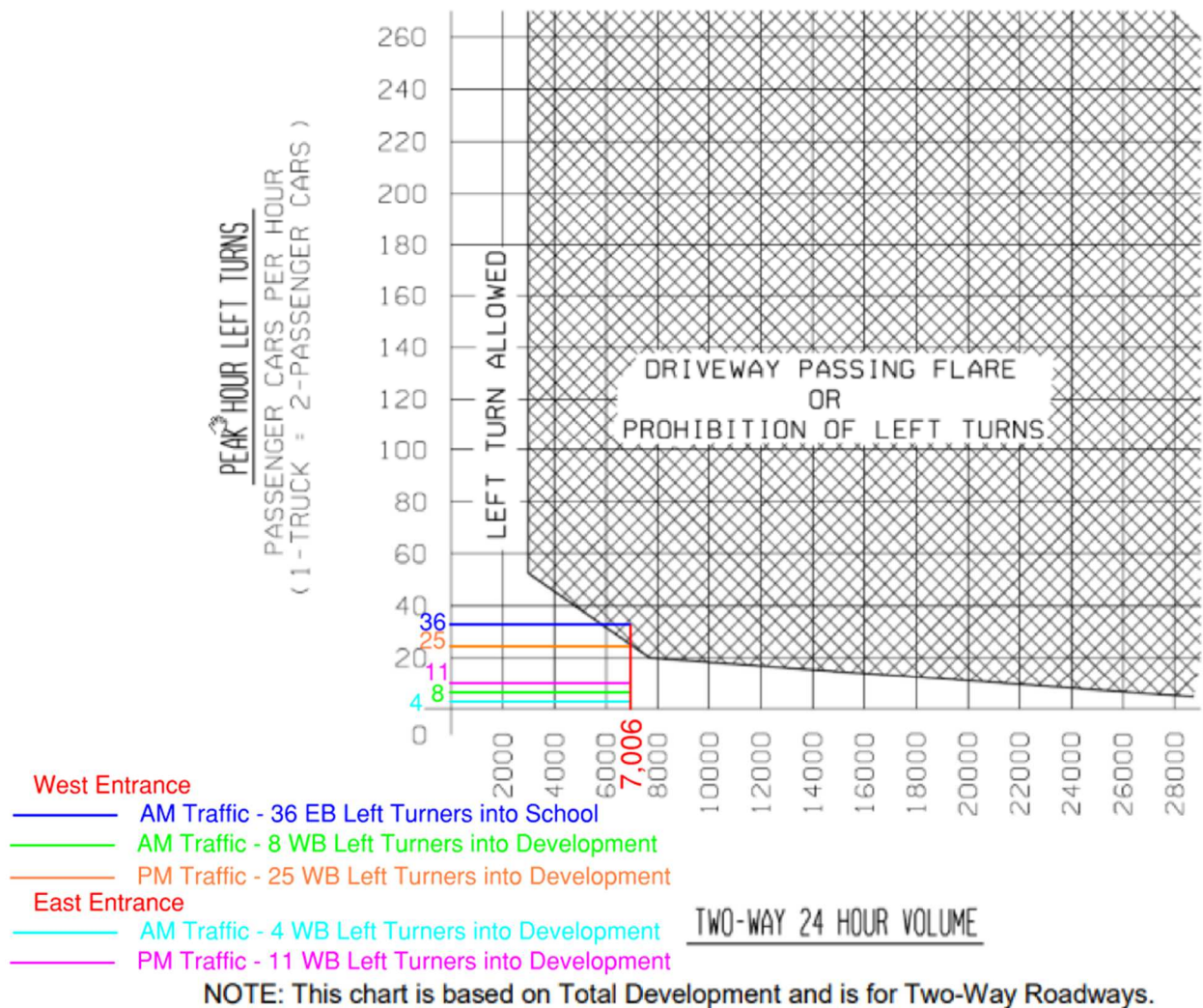
Graphic B: Opening Year (2030) Left-Turn Lane Guidance



Section 1.2.3 of MDOT's Geometric Design Guidance document provides guidance for the addition of a passing flare at intersections. The total two lane volume of 52nd Street between Wilson Avenue and Ivanrest Avenue is 7,006. The West Entrance in the AM peak hour turning left into the school has a volume of 36. As shown in Graphic C below, a passing flare is recommended for eastbound traffic. The West Entrance peak hour turning left into the development has a volume of 8 in the AM and 25 in the PM. As shown in Graphic C below, a passing flare is not recommended for westbound traffic.

The East Entrance peak hour turning left into the development has a volume of 4 in the AM and 11 in the PM. As shown in Graphic C below, a passing flare is not recommended for westbound traffic.

Graphic C: Opening Year (2030) Passing Flare Guidance



5 Conclusions and Recommendations

5.1 Conclusions

Based on the analysis of the existing collected traffic data, there are no failing levels of service at the two signalized and two unsignalized intersections along 52nd Street during the Existing Year (2025) AM and PM peak hours. Those passing levels of service at the signalized and unsignalized intersections continue into the Base Year (2030) scenarios.

In the Opening Year (2030) scenario, all intersections continue to operate at levels of service of C and above, including no single movement below LOS D. The proposed development will not negatively impact traffic volumes and flow within the study area.

5.2 Recommendations

No roadway network or signal timing changes are recommended as a part of this study. Traffic flows well through this corridor in the existing, base, and opening year scenarios and the proposed development does not create a significant impacts to volumes or levels of service.