

CASCADE CHARTER TOWNSHIP

Ordinance #2 of 2020

AN ORDINANCE TO Amend the  
**Sentinel Pointe**  
**Ordinance #1 of 1980**  
**as amended by Ordinance No. 6 of 1984**  
**as further amended by Ordinance No. 1 of 2016**  
PLANNED UNIT DEVELOPMENT PROJECT

CASCADE CHARTER TOWNSHIP (the “Township”) ORDAINS:

SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE.

The application received from Finko, LLC, a Michigan limited liability company (hereinafter referred to as the “Developer”), is to further amend the Sentinel Pointe Planned Unit Development and to amend the earlier amendment from 2016 for a ten unit/lot single family residential development (the “Revised Project”). The Revised Project was recommended by the Cascade Charter Township Planning Commission for approval on May 18, 2020 to amend the current PUD, Planned Unit Development. Approval of the proposed PUD amendment requires an amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission’s recommendations and the final actions of the Cascade Charter Township Board on June 10, 2020.

SECTION II. LEGAL DESCRIPTION.

1. Ten unit/lot single family residential project – Roundhill - the Revised Project, now known as Round Hill Condominium, a Kent County Subdivision, Subdivision Plan No. 1053:

PART OF NW 1/4 COM AT NW COR OF SEC TH 90D 00M 00S E ALONG N SEC LINE 1475.51 FT TO E LINE OF LOT 7 OF ARDEN HILLS PLAT EXT N TH S 0D 08M 00S E ALONG SD EXT E LOT LINE & SD E LOT LINE & SD E LOT LINE EXT S 0D 08M 00S E 1125.46 FT TO BEG OF THIS DESC - TH S 78D 30M 00S W 212.73 FT TH N 85D 00M 00S W 759.30 FT TO ELY LINE OF THORNHILLS AVE /100 FT WIDE/ TH NLY ALONG ELY LINE OF SD AVE TO A PT 895 FT S FROM N SEC LINE TH E PAR WITH N SEC LINE

TO E LINE OF SD LOT 7 EXT S TH S 0D 08M 00S E ALONG SD EXT E LOT LINE TO BEG \* SEC 16 T6N R10W 5.24 A.

2. Existing 154 unit retirement home (Sentinel Pointe):

411916103012 PART OF NW 1/4 COM AT NW COR OF SEC TH 90D 00M E ALONG N SEC LINE 1475.51 FT TO E LINE OF LOT 7 OF ARDEN HILLS EXT N TH S 00D 08M E ALONG SD EXT E LOT LINE TO CL OF THORNAPPLE RIVER DR TH S 63D 15M 32S W 234.98 FT TH S 46D 34M 38S W 129.5 FT TO BEG OF THIS DESC- TH N 45D 00M W 275.0 FT TH N 49D 00M E 175.0 FT TH N 57D 00M E 187.47 FT TH N 85D 00M W 759.30 FT TO ELY LINE OF THORNHILLS AVE /100 FT WIDE/ TH SWLY ALONG SD ELY LINE TO A PT 288.21 FT N FROM E&W 1/4 LINE TH E 10 FT TH S 24.21 FT TO N LINE OF S 264 FT OF NW 1/4 TH E ALONG SD N LINE TO CL OF THORNAPPLE RIVER DR TH NELY ALONG SD CL TO BEG \* SEC 16 T6N R10W 18.25 A.

SECTION III. GENERAL PROVISIONS.

The conditions, requirements, and regulations contained in this document shall apply to the Revised Project in addition to those requirements and regulations contained in Chapter XVI of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988, as amended). Except as expressly modified by this Ordinance, Ordinance No. 1 of 2016, as recorded with the Kent County Register of Deeds records on January 22, 2020 at Document 202001220006534 (as well as any and all requirements and conditions contained therein), remains unchanged and in full force and effect.

SECTION IV. PURPOSE.

The Revised Project occupies approximately 5.24 acres of land that is to be developed as a 10 unit/lot single family residential development. The Planned Unit Development technique has been chosen by the Developer to provide more control over the development's aesthetics and appearance.

The conditions, requirements, and regulations contained in this document are established to ensure high quality single family residential development of the Revised Project. Additionally, they are designed to achieve integration of this development with adjacent and area land uses.

SECTION V. APPROVAL LIMITATIONS AND CONDITIONS.

- A. The provisions of this Ordinance/Ordinance amendment (“this Ordinance”) are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the Township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not expressly addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall apply. Furthermore, all other applicable Cascade Charter Township ordinances (including Ordinance No. 1 of 2016, as amended) shall still govern the Revised Project where applicable.

- B. Except as expressly otherwise provided herein, the Developer and its assigns must meet all applicable provisions, ordinance requirements, and regulations of Cascade Charter Township, as well as federal, county, and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for construction, operation, or use.
- C. This PUD amendment approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be invalid, illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire Revised Project under the PUD provisions of the Cascade Charter Township Zoning Ordinance, and further, to withdraw its approval of this PUD amendment (and earlier amendments) if the Township finds that, absent the effect of any condition imposed herein, the PUD no longer meets the standards for PUD approval contained in the Zoning Ordinance.
- D. All conditions contained herein and in the final approved revised site plan (the "Approved Revised Site Plan") shall be binding upon the Developer, as well as its successors, creditors, tenants, transferees, heirs, co-owners, unit owners, agents, contractors, and assigns, and the Round Hill Condominium Association, all of which are collectively called "Developer Successors." The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval, the Approved Revised Site Plan, and any ordinance amendments. The Revised Project must be constructed, operated and maintained, and all properties therein used, in strict compliance with the PUD approval (including this Ordinance and the Approved Revised Site Plan), and no deviations can occur without prior formal written approval by the Township. So-called minor deviations shall not occur or be made unilaterally by the Developer or the Developer Successors. Any deviation without prior formal written approval by the Township will constitute a violation of this Ordinance and the Cascade Charter Township Zoning Ordinance.
- E. This Ordinance shall be recorded with the Kent County Register of Deeds by the Developer prior to any further construction occurring on the Revised Project and shall run with and bind the lands involved, including Round Hill Condominium, a Kent County Condominium, Subdivision Plan No. 1053. A copy of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.
- F. Failure to comply with the Approved Revised Site Plan or any condition of approval herein shall be deemed to be both a nuisance per se and a violation of the Cascade Charter Township Zoning Ordinance.
- G. Prior to recording a copy of this document as specified in Section V(E) hereof, the Developer shall type the following statement onto the end of this document (or add an additional page to the document) as follows, and shall sign and date the same:

“Finko, LLC has fully read the above PUD ordinance amendment document, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, creditors, successors, heirs, agents, contractors, and transferees in and to the property involved.”

- H. Before this document is recorded with the Kent County Register of Deeds, a property owner’s association (the “Homeowners Association”) shall be created and exist forever comprised of all of the owners and all of the lots/units in the Revised Project. The Homeowners Association shall keep and build up and administer a reserve fund (based on annual dues or assessments from the owners of each of the lots/units in the Revised Project), which shall be used for any use permitted under the Michigan Condominium Act, including, but not limited to: (i) to monitor, inspect, repair and clean out the storm water and water drainage facilities within the Revised Project, including the retention/detention ponds and related piping; (ii) to inspect, repair and maintain the Retaining Wall described in Section XIII below; and (iii) to repair and repave the private road as necessary. The annual assessment or dues for such fund shall be at least \$300 per year per each lot or unit within the Revised Project and shall be adjusted no less than every five years based on the federal Consumer Price Index (or comparable successor federal index). Upon a written request by the Township, the Homeowners Association shall provide the Township with the then-current balance of total monies in that fund.
- I. All of the conditions, requirements and obligations contained in this Ordinance/ordinance amendment shall pertain to and run with the lands involved, and shall benefit and burden not only the Developer, but also the Developer Successors.
- J. Except as stated below, the private road within the Revised Project shall not be obstructed nor shall free passage by vehicles on and along that private road ever be interfered with in any way. No parking is allowed on the paved portion of the private road, except for temporary parking that does not obstruct vehicle traffic and does not occur overnight. Notwithstanding the foregoing, the installation of a gate to limit public access to the Revised Project shall be permitted and temporary parking, including overnight parking, shall be permitted in the designated parking area located West of Unit 1 of the Revised Project as depicted on the Approved Revised Site Plan. The Cascade Fire Department shall at all times have access to and through the gate including any access codes or keys that may be necessary.
- K. Except as expressly amended by this Ordinance/ordinance amendment, Ordinance No. 1 of 2016 remains in effect and shall be fully complied with.
- L. The Homeowners Association and all unit/lot owners in the Revised Project shall be deemed to be the successors of the Developer (jointly and severally) for purposes

of compliance with this document and the Zoning Ordinance once the Developer no longer owns any lot or unit within the Revised Project.

#### SECTION VI. PERMITTED USES.

The permitted uses for the Sentinel Pointe PUD are as follows:

- A. 10 Single Family Residences – Roundhill (the Revised Project).
- B. The Existing 154 unit retirement facility – Sentinel Pointe.
- C. All signs for the Revised Project shall conform with Section 6.02 of the Cascade Charter Township Sign Ordinance (Ordinance 14 of 1997, as amended).

#### SECTION VII. DESIGN GUIDELINES, REQUIREMENTS AND LIMITATIONS.

The Revised Project shall be developed in exact accordance with the Approved Revised Site Plan (dated 4/10, 2020) as approved by the Township. No alterations, expansions or additions may occur as to the Revised Project without a formal amendment to this Ordinance, unless expressly otherwise authorized herein.

- A. Maximum Number of Residential Units/Lots.
  - 1. Roundhill – Ten (10) single-family detached condominium units/lots.
  - 2. Existing retirement facility – 154 (Sentinel Pointe).
- B. Maximum Building or Structure Height
  - 1. Roundhill – 35 feet or two and a half stories whichever is less.
  - 2. Existing retirement facility – as constructed (Sentinel Pointe).
- C. Setback and Building Permit Requirements
  - 1. Roundhill – Front - 0  
Side – 10 feet  
Rear – 25 feet
  - 2. Existing retirement facility – as constructed (Sentinel Pointe)
- D. A site survey by a professional surveyor or engineer shall be filed with the Township for each proposed dwelling before a building permit is issued, showing

all of the corners of the proposed dwelling to ensure that the Approved Revised Site Plan is adhered to during construction and thereafter. The corners shall be physically staked for each unit/lot.

- E. Written verification shall be filed with the Township from a certified engineer that the detention pond has been cleaned and is functioning in accordance with the Township-approved design prior to any building permit being issued.
- F. The swale near units 9 and 10 shall be completed to the satisfaction of the Township engineer prior to building permits being issued for units 9 and 10.
- G. A sidewalk shall be built on the lots shown on the Approved Revised Site Plan dated 4/10/20 and completed no later than the certificate of occupancy for the house on the unit involved.
- H. The retention pond shall be revised and constructed according to the approved design no later than July 30, 2020.
- I. The Basin emergency overflow repair shall be fully completed no later than July 30, 2020.
- J. The North property line grading and catch basin repair shall be fully completed no later than July 15, 2020
- K. Except for the Retaining Wall described in Section XIII hereof, no deck, patio, or other structure shall be placed within or extend into any setback area.
- L. Minimum Floor Area
  - 1. Roundhill – Each dwelling shall contain a minimum of:
    - (a) One Story: 1300 square feet on the main floor, finished livable area above grade level, exclusive of garages, decks, porches and breezeways.
    - (b) Two Story: 1600 square feet, with a minimum of 800 square feet on the first floor, finished livable area above grade level, exclusive of garages, decks, porches and breezeways.
  - 2. Existing retirement facility
    - (a) As constructed (Sentinel Pointe).

## SECTION VIII. PRIVATE STREET DEVELOPMENT - ROUNDHILL.

- A. The private street within the Revised Project shall be designed, built and maintained pursuant to requirements of Ordinance No. 1 of 2016 and in full compliance with the Approved Revised Site Plan dated 4/10, 2020.
- B. In accordance with Section G of the “Cascade Charter Township Engineering Design Requirements and Standards for Private Streets,” the Developer of the Revised Project shall provide a disclosure statement on all property deeds to all unit/lot owners of the private street, all those who utilize the private street and all persons securing a building permit to construct a building or structure served by the private street, stating that by applying for and securing a building permit for construction of a building or structure that utilizes the private street, all such persons shall use the private street at their own risk and the Township (and its employees, officials, officers, and agents) shall not be responsible for any aspect of the private street.
- C. In accordance with Section I of the “Cascade Charter Township Engineering Design Requirements and Standards for Private Streets,” it shall be the responsibility of the Developer and its successors or the individual property owners to fully maintain and keep the private street in good condition and repair at all times and to ensure that snow and ice is removed in a timely fashion during the winter.

## SECTION IX. TEMPORARY BUILDINGS.

No structure of a temporary nature, including, but not limited to, any trailer, tent or construction shack shall be constructed, placed or maintained within the Revised Project except lawfully accessory to and during construction of any building or infrastructure improvement.

## SECTION X. UTILITIES.

- A. Water and Sewer – The individual units/lots in the Revised Project will be served by both public water and public sewer. Such systems shall be designed, installed, and approved by Cascade Charter Township and the City of Grand Rapids.
- B. Stormwater Drainage –

The Project is located within Zone A of the Cascade Township Stormwater Ordinance. In lieu of requiring that an Act 433 agreement or a drainage district be established with the Kent County Drain Commissioner, Cascade Charter Township has agreed to approve the Approved Revised Site Plan for the Revised Project so long as the Revised Project (and any and all portions thereof) always fully complies with the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances). Accordingly, the Homeowners Association and all landowners within the Revised Project (“Co-Owners”) are required to ensure the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes,

ponds, Retaining Wall and associated drain system, and all facilities for the Project (collectively, the “Facilities”) shown on the Approved Revised Site Plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances, all of which shall collectively be referred to hereinafter as the “Stormwater Ordinance”). Such requirements and obligations of the Homeowners Association and Co-Owners (jointly and severally) include, but are not necessarily limited to, the following:

1. Maintenance and repair regarding the following items shall be done on a regular basis and in such fashion as to ensure that all components of the Facilities function properly at all times:
  - (a) Sediment removal.
  - (b) Erosion control.
  - (c) Ensuring constant structural integrity of the physical systems.
  - (d) Designate access to the Facilities.
  - (e) Cleaning of catch basin sumps.
  - (f) Sediment and debris removal from the infiltration basin.
  - (g) Landscape maintenance of the infiltration basin to maintain the design volume and ensure the system is operating as designed.
  - (h) Other maintenance procedures as outlined by the applicant’s engineer in their letter dated June 4, 2015.
2. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
3. Buildings, structures, landscaping, trees, or similar items shall not be installed, planted, or placed within or over any portion of the Facilities except in accordance with the Approved Revised Site Plan, or if not identified in the Approved Revised Site Plan without prior written Township approval.
4. The Township shall be supplied with an engineer’s “as-built” certification by the Developer to certify that the Facilities as constructed and installed



matches the approved revised design. The Township shall also be supplied with a reduced copy of the Approved Revised Site Plan graphically showing the Facilities, together with any and all easements therefor.

5. The Township shall be supplied with a permanent easement or irrevocable license allowing the Township (as well as its designated officials, officers, agents, and contractors) to have access between the public road right-of-way and to any and all portions of the Facilities.
6. Should the Facilities not be properly installed, maintained, and/or repaired, in full compliance with all of the requirements of this Subsection X.B hereof, the Approved Revised Site Plan, and the Stormwater Ordinance (whether due to the fault or neglect of the Developer, the Homeowners Association, and/or the Co-Owners), and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the Township has given the Homeowners Association written notice of any such noncompliance or deficiencies, the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, replacements, repairs, and/or maintenance which is reasonably required and charge back all of the costs thereof to the Homeowners Association and also the Co-Owners (together with reasonable administrative costs and legal fees). Should any challenge occur regarding the Township's actions, the following shall be applicable:
  - (a) Establishment of a Special Assessment District. The Township may establish a special assessment district for the Revised Project to pay for and/or reimburse the Township for any and all such costs and expenses (as well as to ensure future required repairs and maintenance) pursuant to whichever state statute the Township desires to utilize. In such event, all of the Co-Owners and the Homeowners Association shall all be deemed to have fully consented to and agreed with the establishment, implementation and enforcement of such a special assessment district.
  - (b) Proceeding to Collect Pursuant to the Master Deed and Condominium Documents or Deed Restrictions. Alternately, the Township shall also have the authority to collect or require reimbursement for any and all such costs and expenses from the Homeowners Association and the Co-Owners as if such obligations of the Homeowners Association and the Co-Owners were in the form of a permanent deed restriction or covenant on the Revised Project. Should the Township pursue this remedy, the Township would have any and all rights attributable to the Homeowners Association when collecting dues or assessments from the Co-Owners. Additionally, such costs shall also be a lien on each of the

units or lots, which shall be enforceable in accordance with Act No. 94 of the Public Acts of 1933, as amended from time to time. Any such charges which are delinquent for six (6) months or more may be certified annually to the Township Treasurer, who shall enter the lien on the next tax roll against the applicable unit or lot, and the costs shall be collected and the lien shall be enforced in the same manner as provided for in the collection of taxes assessed upon the roll in the enforcement of a lien for taxes. In addition to any other lawful enforcement methods, the Township shall have all remedies authorized by Act No. 94 of the Public Acts of 1933, as amended. The Master Deed or deed restrictions shall be amended accordingly.

The above alternate remedies (being (a) and (b)) shall be deemed to be in addition to any and all other remedies for the Township provided for elsewhere in the deed restrictions or master deed or condominium documents or at law or equity. The Township shall have the sole authority and discretion to determine whether or not to proceed pursuant to (a) or (b) or both, above.

7. The Developer shall establish an escrow fund with the Township, in accordance with Section XIV hereof, that shall remain in place until 3 years after a permanent certificate of occupancy is issued for the last house constructed in the Revised Project. At no time shall the escrow funds deposited by the Developer with the Township fall below \$5,000. When and if the sum in the escrow account falls below \$5,000, the Developer shall replenish the escrow account back up to \$30,000 within 15 days of the date that the Township provides written notice to the Developer. The escrow funds may be used by the Township for any and all of the following uses:
  - a. Any fees or costs from the Township's engineer regarding inspections, reports and/or enforcement relating to the Revised Project's Facilities, drainage facilities, retention/detention pond facilities, Retaining Wall, private road and any other common improvement within the Revised Project.
  - b. Any enforcement efforts or proceedings by the Township with regard to this Ordinance or any of the conditions of approval for the Revised Project, including, but not limited to, attorney fees, court costs, township planner fees and township engineering fees.
  - c. Any zoning proceedings.
8. The Developer shall comply with the Cascade Township Stormwater Ordinance. The on-site storm sewer system and infiltration basin shall

collect all of the stormwater runoff from the developed and graded portions of the property. Also, the Developer shall prevent any storm water or water run off flowing onto the adjoining properties at amounts, volumes, rates, frequency, intensity or velocity to a greater degree than occurred prior to January 1, 2016.

9. Once the Revised Project has been fully developed and completed and the Developer no longer owns any lots/units within the Revised Project, the Homeowners Association and the individual owners of all of the lots/units within the Revised Project shall be jointly and severally responsible and liable for ensuring compliance with all of the terms and conditions of this Ordinance/ordinance amendment and zoning conditions of approval for the Revised Project, including compliance with all applicable Cascade Charter Township ordinances and codes.
- C. Before construction recommences on any unit/lot within the Revised Project, the Developer shall provide to the Township (and any other applicable governmental units and utilities) all necessary permanent easements within the Revised Project for telephone, telecommunications, electricity, gas and cable television to the appropriate utility provider without cost. Said easements shall be recorded with the Kent County Register of Deeds and provided to each utility provider for their records.

#### SECTION XI. LANDSCAPE PLAN

The landscaping along the perimeter of the site shall be installed and maintained at all times and shall include at a minimum all of the plantings that are shown on the approved amended landscaping plan dated 1/27, 2020. These plantings shall be installed no later than (see schedule submitted by applicant). The Developer shall maintain these plantings and shall remove and replace any dead or dying trees until the Developer no longer owns any lot or unit within the Condominium. Thereafter, such plantings shall be maintained by the Developer Successors.

#### SECTION XII. SOIL EROSION CONTROL REQUIREMENTS.

The Developer shall submit an updated soil erosion control plan to the Township showing all temporary and permanent soil erosion control measures to be taken before, during, and after construction on the Revised Project. This plan shall be reviewed and approved by the Township Engineer prior to the Developer recommencing any excavation on the site. The Developer shall comply with any and all licenses, approvals, or permits issued regarding soil erosion control requirements and measures.

#### SECTION XIII. RETAINING WALL.

The Approved Revised Site Plan shows a Redi-Rock retaining wall to be installed south of Units 5, 6 and 7 of the Revised Project (collectively, the “Retaining Wall”). Such Retaining Wall shall

be installed by the Developer in full compliance with the Approved Revised Site Plan, Cascade Township ordinances, and any other applicable law. The following shall also be applicable to the Retaining Wall:

- A. The Retaining Wall, its component parts and systems and all drains shall be kept in good working condition and repair at all times.
- B. The Retaining Wall shall be completed no later than July 30, 2020.
- C. The Developer shall designate the Retaining Wall in the Round Hill Condominium Master Deed and Site Plan as a General Common Element and record an Amended Master Deed and Site Plan in accordance with Section XVI hereof.

The installation of the Retaining Wall and Landscaping is contingent upon the Developer obtaining (and supplying to the Township) a temporary written agreement (if needed for the installation of the Landscaping and Retaining Wall) from the owner of the adjacent land (who has generally agreed to provide such an agreement) to the southeast for encroaching equipment and supplies during the construction of the Retaining Wall and Landscaping.

#### SECTION XIV. PERFORMANCE GUARANTEE AND ESCROW FUNDS.

- A. To ensure compliance with this Ordinance, the Cascade Township Zoning Ordinance, and any conditions and requirements herein, the Township may require reasonable performance guarantees to ensure completion of improvements such as, but not limited to, landscaping, ponds, drainage, retaining walls and structures, lighting, roads, and utilities. The Township Board, Engineer, or Planning Department may require such guarantees at any time they deem reasonably necessary to ensure completion of the improvements. The form (including the bank or surety involved), duration, and amount of the performance guarantee shall be approved by the Township.
- B. The Developer shall provide the Township with all of the following security to assure and guarantee the following:
  - 1. Performance Guaranty. Provide an irrevocable letter of credit for \$100,000 to ensure that the site is developed as approved. The irrevocable letter of credit shall remain in place for two years following issuance of the last permanent certificate of occupancy within the Revised Project and provided that all other improvements shown on the Revised Site Plan are completed.
  - 2. Landscaping Guaranty. Provide an irrevocable letter of credit for \$8,200 to ensure the installation of the required landscaping. The irrevocable letter of credit shall remain in place for two years following the completed installation of all required landscaping.

3. Township Inspection & Compliance Cost Guaranty. As provided in subsection X.B.7 hereof, the Developer shall provide \$30,000 in escrow to the Township so that (among other matters) the Township engineer can inspect the site on a regular basis to ensure continued compliance. The escrow will continue until 3 years after a permanent certificate of occupancy is issued for the last house constructed.
4. Remediation. Developer shall restore the adjoining property owned by the Mark D. Rohde Unified Credit Trust and Gayle Cary Rohde Unified Credit Trust, (collectively, “Rohde”) located to the southeast of Round Hill Condominium caused by the Developer’s violation of Ordinance No. 1 of 2016 due to stormwater run off, silt flow and tree and vegetation loss. Such restoration shall occur on or before September 1, 2020. To ensure such remediation, the Developer shall file with the Township an irrevocable letter of credit in the amount of \$150,000 for that purpose.
5. The wording for the letters of credit shall be approved by the Township Attorney.

#### SECTION XV. THE GERALD R. FORD INTERNATIONAL AIRPORT.

Within the recorded master deed or deed restrictions, the Developer shall expressly disclose in writing that the Revised Project is located in the vicinity of the Gerald R. Ford International Airport and that there may be noise, vibration, and property valuation impacts associated with such location.

#### SECTION XVI. CONSISTENCY OF THE MASTER DEED AND/OR DEED RESTRICTIONS/COVENANTS WITH THE PUD APPROVAL.

- A. If the Revised Project will be a condominium project (in whole or in part), the master deed or amended master deed (and attachments) shall be reviewed and approved by the Township Attorney prior to final recording to ensure consistency with this Ordinance. If some or all of the Revised Project will be governed by new or amended deed restrictions/restrictive covenants apart from a condominium master deed, such deed restrictions/ restrictive covenants or amendments shall also be reviewed and approved by the Township Attorney before recording to ensure consistency with this Ordinance.
- B. If the Master Deed or deed restrictions have already been recorded, the Developer shall record a binding amendment thereto which conforms to the requirements of this Ordinance. The Developer shall identify the Retaining Wall as a General Common Element in the Master Deed and Site Plan. The Developer shall amend the Bylaws of Round Hill Condominium to state that Round Hill Condominium and each individual condominium unit shall conform to the Requirements of the Cascade Township Ordinance and this PUD Ordinance No. 2 of 2020 and such

amended Bylaws shall be recorded as part of an Amended Master Deed. These amendments shall be approved by the Township Attorney prior to final recording to ensure consistency with this Ordinance and the Zoning Ordinance. Such amendments shall be recorded within seven days following receipt of the Township Attorney's approval of the Amended Master Deed and Amended Bylaws.

SECTION XVII. CONSISTENCY WITH PLANNED UNIT DEVELOPMENT (PUD) STANDARDS.

- A. The amended Planned Unit Development will result in a recognizable benefit to the ultimate users of the Revised Project and to the community. Current and future residents will recognize the benefits of a residential development that offers a low-density land use.
- B. When constructed and maintained in full accordance with the Cascade Township Ordinance and this Ordinance, in relation to the underlying zoning (PUD), the Township finds the Revised Project will not result in a material increase in the need for public services, facilities and utilities and will not place a material burden upon the subject property and the surrounding properties. The Revised Project is not anticipated to cause undo impact to the stormwater drainage of the surrounding area. All stormwater and soil erosion control plans have been approved by the Township Engineer and the appropriate County and State agencies.
- C. The Revised Project has been determined by the Township to be compatible with the 2009 Comprehensive Plan of the Township and with the spirit and intent of the Planned Unit Development Chapter of the Zoning Ordinance. The Revised Project has been determined to be a "Residential" use, which is consistent with the Cascade Township Comprehensive Plan.
- D. When constructed and maintained in full accordance with the Cascade Township Ordinance and this Ordinance, the Township finds that the Revised Project will not result in an unreasonable negative economic impact upon surrounding properties.
- E. The Township finds that the Revised Project will have at least the same amount of green areas and usable open space than would typically be required by the Zoning Ordinance.
- F. This Ordinance also incorporates and adopts the staff comments and conclusions on pages 3-4 of the staff report dated May 13, 2020, the requirements of the Fishbeck letter stated May 12, 2020 and the Materials Testing Consultants letter of April 2, 2020 as additional findings and requirements by the Township Board.
- G. Finally, the Township recognizes that the Revised Project will be under single ownership or control. The Township recognizes that the Developer or its assigns will retain ownership and control of parts of the premises until a majority of the site condominium units/lots are purchased for single family residential purposes at

which point the Homeowners Association shall manage and control the Revised Project. However, this shall not lesson any obligation of the Developer pursuant to this Ordinances and other applicant Township ordinances.

SECTION XVIII. EFFECTIVE DATE.

This Ordinance/Ordinance amendment shall become effective upon the expiration of seven (7) days after publication of this document (or a summary thereof) in the *Grand Rapids Press*, a newspaper of general circulation within Cascade Charter Township.

The foregoing Ordinance/Ordinance amendment was offered for adoption by Township Board Member McDonald and was supported by Township Board Member Shipley, with the roll call vote being as follows:

- YEAS: Peirce, Beahan, Koessel, Slater, McDonald, Shipley
- NAYS: None \_\_\_\_\_
- ABSENT: Lewis \_\_\_\_\_

ORDINANCE/ORDINANCE AMENDMENT DECLARED ADOPTED.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of an Ordinance/Ordinance amendment adopted at a regular meeting of the Cascade Charter Township Board on the 10<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Susan Slater  
Cascade Charter Township Clerk

\* \* \*

Finko, LLC has fully read the above PUD ordinance amendment document, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and also its assigns, creditors, successors, heirs, agents, contractors, and transferees in

and to the property involved, except that this shall not be deemed an admission as to the contents of Section XIV.B.4 hereof, but Finko LLC nevertheless shall comply with such Section XIV.B.4

Date: \_\_\_\_\_, 2020

Signature: \_\_\_\_\_

\_\_\_\_\_

Managing Member of Finko, LLC