

# BIDDER'S PACKET

Hoek Estate Real Estate

Alto, MI

Saturday, June 19, 2021

Noon



**Auction to be held at home:  
9830 Riley Ridge Road SE  
Alto, MI 49302**

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## **NOTICE TO ALL BIDDERS**

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

**ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.**

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Michigan and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

### **NEW DATA:**

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

## **PROCEDURES FOR PURCHASING AT AUCTION**

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

### **REGISTRATION:**

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

### **BIDDING:**

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

### **CONCLUSION:**

When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your record.



## **Auction Announcements**

1. Open House Date:
  - a. Thursday June 10 from 5pm-7pm
  - b. Or call 616-538-0367 to set up a private showing
2. Real Estate will sell on Saturday, June 19 at NOON at the home – 9830 Riley Ridge Rd SE, Alto, MI 49302. Registration is available onsite starting at 8am the morning of the auction.
3. There will be a 4% buyer premium added to the high bid. The sum of the high bid plus 4% Buyer's premium will be the purchase price. For example, if a high bid is \$300,000.00 then a 4 % Buyer Premium will be added making the purchase price \$312,000. Please take this into account when bidding.
4. A \$15,000 Non-Refundable deposit will be due immediately after the auction from the buyer. Cash or check accepted.
5. 45 Days for Closing & possession will be given at closing.

## **Property Information**



**Location:** Alto, Kent County, MI

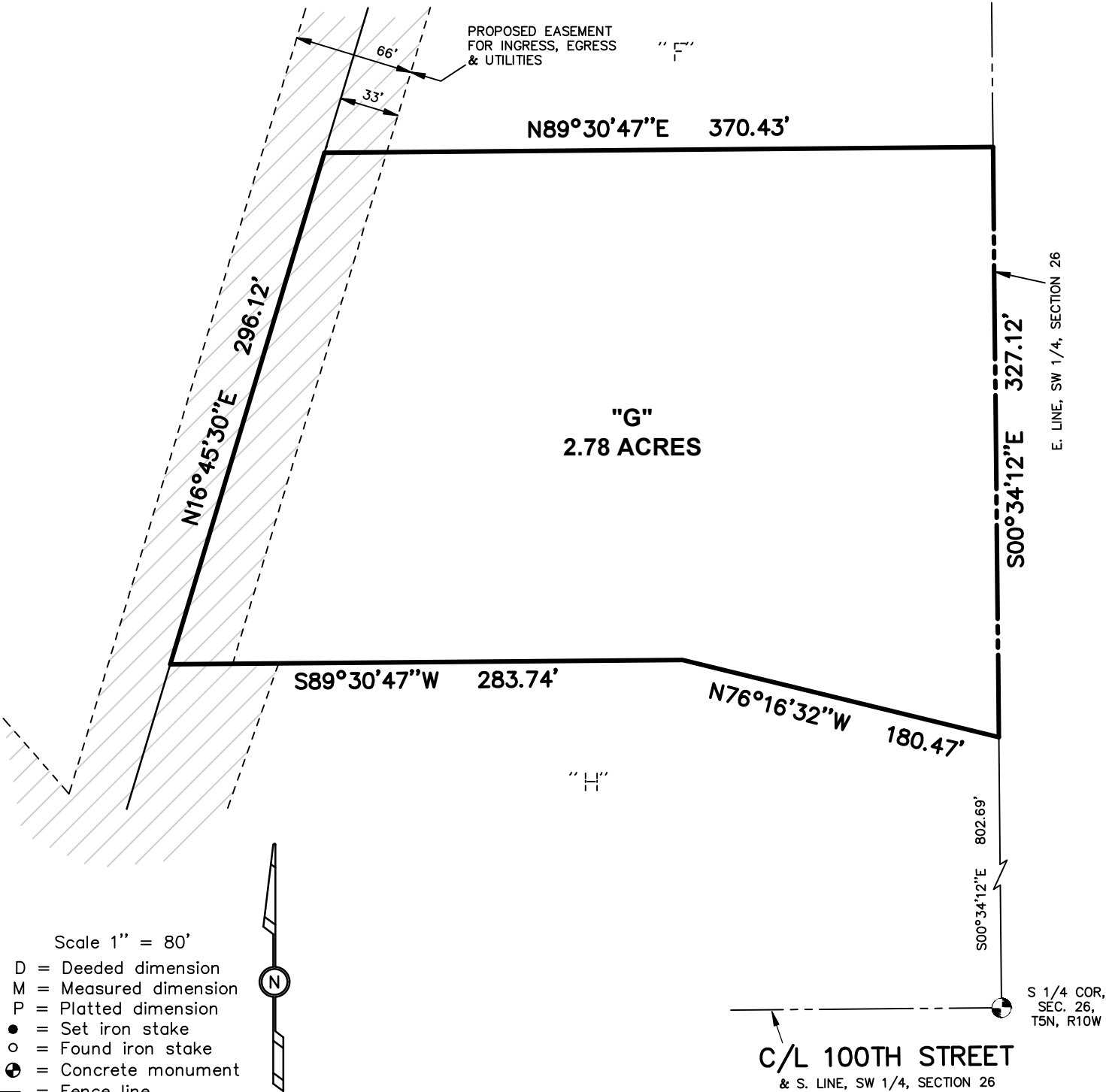
**Parcel #1:** 2.78 Acres with Ranch Home

- 3300+ Sq Ft Ranch Home with 4 Bedrooms & 2 ½ Bathrooms.
  - Walkout basement
  - 2 Stall Attached Garage
  - Deck
- Pole Barn
  - Shop Area
  - Back Storage Area
  - Oil Pit
  - 2 Overhead Doors

Parcel Sketch for: Scott Hoek  
8327 100th St SE  
Alto, MI 49302

Description of Proposed Parcel G:

Part of the SW 1/4, Section 26, T5N, R10W, Caledonia Township, Kent County, Michigan, described as: BEGINNING at a point on the East line of said SW 1/4, which is N00°34'12"W 802.69 feet from the South 1/4 corner of said Section 26; thence N76°16'32"W 180.47 feet; thence S89°30'47"W 283.74 feet parallel with the South line of Section 26; thence N16°45'30"E 296.12 feet; thence N89°30'47"E 370.43 feet parallel with said South line; thence S00°34'12"E 327.12 feet along the East line of said SW 1/4 to the place of beginning. Subject to and together with an easement for ingress and egress.

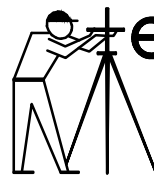


Scale 1" = 80'

- D = Deeded dimension
- M = Measured dimension
- P = Platted dimension
- = Set iron stake
- = Found iron stake
- ⊕ = Concrete monument
- x— = Fence line



C/L 100TH STREET  
& S. LINE, SW 1/4, SECTION 26



**exxel engineering, inc.**  
planners • engineers • surveyors

5252 Clyde Park, S.W. • Grand Rapids, MI 49509  
Phone: (616) 531-3660 www.exxelengineering.com

FILE NO.: 181602E DATE: 04/01/2019

## BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 19<sup>th</sup> day of June, 2021, by and between (i) Glenn & Linda Hoek Trust, hereinafter called the "Seller", and (ii)

\_\_\_\_\_ of

\_\_\_\_\_  
[please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as 9830 Riley Ridge SE, Alto MI 49302, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price [including a 4% Buyer's Premium] of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than August 3, 2021. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency LLC, dated April 28, 2021, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that

the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: Personal property is not included with the real estate.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit B to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.
8. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.
9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit D.
10. Real property taxes and assessments which are payable on the Property on or before the date hereof [including 2021 Summer Taxes] shall be paid by the Seller, without proration. All such real property taxes and assessments which are due and payable on the Property after the date hereof shall be paid by the Buyer, without proration.

11. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
12. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and Kent County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.
13. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer all available rights, if any, to divide the Property purchased. This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
14. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.
15. Buyer hereby deposits \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).  
[Method of Payment: \_\_\_\_\_]
16. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.
17. Buyer acknowledges that the auction company is an agent for the Seller.
18. Time is of the essence regarding this Agreement.
19. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated April 20, 2021, between the auction company and Seller.



20. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.
21. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

In witness whereof, the parties have signed this agreement as of the date and year first above written.

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**BUYER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

BUYER'S ADDRESS \_\_\_\_\_

BUYER'S DAYTIME TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**WITNESS** \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S ACCEPTANCE:**

The above offer is hereby accepted.

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S SIGNATURE** \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S PRINTED NAME \_\_\_\_\_ Dated \_\_\_\_\_

SELLER'S ADDRESS \_\_\_\_\_

SELLER'S TELEPHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**WITNESS** \_\_\_\_\_ Dated \_\_\_\_\_

\*\*\*\*\*

*TYPE OF CLOSING:* \_\_\_\_\_ *CASH;* \_\_\_\_\_ *MORTGAGE;* \_\_\_\_\_ *OTHER [explain]*

*LENDER NAME:* \_\_\_\_\_

*CONTACT NAME:* \_\_\_\_\_ *PHONE:* \_\_\_\_\_

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY****NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST AMERICAN TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transac on Iden ca on Data for reference only:**Issuing Agent: **Best Homes Title Agency, LLC**Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**

Telephone: (616) 885-9027 Facsimile: (616) 885-9033

Commitment Number: **GRC-159958**Property Address: **9830 Riley Ridge SE, Alto, MI 49302****SCHEDULE A**

1. Commitment Date: **04/28/2021** at 8:00 AM
2. Policy to be issued: Proposed Policy Amount  
a. **ALTA® Owner's Policy** **\$10,000.00**  
**Proposed Insured: Glenn David Hoek and Linda K. Hoek, Trustees of the Glenn David Hoek and Linda K. Hoek Living Trust Agreement**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the said estate or interest in the Land is at the Commitment Date vested in:  
**Glenn David Hoek and Linda K. Hoek, Trustees of the Glenn David Hoek and Linda K. Hoek Living Trust Agreement**
5. The Land is described as follows: **[ SEE ATTACHED LEGAL DESCRIPTION RIDER ]**

By:   
Authorized CountersignatureAGENT FOR: **FIRST AMERICAN TITLE INSURANCE COMPANY**

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**LEGAL DESCRIPTION RIDER**

Situated in the Township of Caledonia, County of Kent, State of Michigan

Part of the Southwest  $\frac{1}{4}$  of Section 26, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: beginning at a point on the East line of said Southwest  $\frac{1}{4}$ , which is North 00 degrees 34'12" West 802.69 feet from the South  $\frac{1}{4}$  corner of said Section 26; thence North 76 degrees 16'32" West 180.47 feet; thence South 89 degrees 30'47" West 283.74 feet parallel with the South line of Section 26; thence North 16 degrees 45'30" East 296.12 feet; thence North 89 degrees 30'47" East 370.43 feet parallel with said South line; thence South 00 degrees 34'12" East 327.12 feet along the East line of said Southwest  $\frac{1}{4}$  to the place of beginning.

Subject to and together with and easement for ingress and egress: that part of the Southwest  $\frac{1}{4}$ , Section 26, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: commencing at the South  $\frac{1}{4}$  corner of Section 26; thence South 89 degrees 30' 47" West 470.00 feet along the south line of Section 26; thence North 00 degrees 34' 12" West 60.00 feet to the north line of 100th Street and the place of beginning of this description; thence South 89 degrees 30' 47" West 22.00 feet along the north line of 100th Street; thence North 00 degrees 34' 12" West 680.00 feet parallel with the east line of said Southwest  $\frac{1}{4}$ ; thence North 16 degrees 45'30" East 408.16 feet; thence North 89 degrees 30' 47" East 34.55 feet; thence South 16 degrees 45'30" West 450.31 feet; thence South 00 degrees 34' 12" East 639.75 feet to the place of beginning.

Also subject to and together with a 66 foot wide easement for ingress, egress and utilities described as that part of the Southwest  $\frac{1}{4}$ , Section 26, Town 5 North, Range 10 West, Caledonia Township, Kent County, Michigan, described as: commencing at the South  $\frac{1}{4}$  corner of Section 26; thence South 89 degrees 30' 47" West 470.00 feet along the South line of said Southwest  $\frac{1}{4}$ ; thence North 00 degrees 34' 12" West 60.00 feet parallel with the East line of said Southwest  $\frac{1}{4}$  to the North line of 100th Street and the place of beginning of said Easement; thence South 89 degrees 30' 47" West 66.00 feet along the North line of 100th Street; thence North 00 degrees 34' 12" West 637.94 feet parallel with said East line; thence North 41 degrees 00' 31" West 743.08 feet; thence North 89 degrees 30' 47" East 86.82 feet parallel with said South line; thence South 41 degrees 00' 31" East 640.91 feet; thence North 16 degrees 45' 30" East 510.13 feet; thence North 89 degrees 30' 47" East 69.11 feet parallel with said South line; thence South 16 degrees 45' 30" West 589.57 feet; thence South 00 degrees 34' 12" East 639.74 feet parallel with said East line to the place of beginning.

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## SCHEDULE B, PART I

## Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed "Affidavit by Owner" and/or acceptable Survey or Survey Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein. In the event subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
  - B. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.
  - C. **NOTICE/REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS:**  
**All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT.** If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
  - D. **Current Certificate of Trust for the Glenn David Hoek and Linda K. Hoek Living Trust, which complies with the requirements of MCL 565.431 and MCL 700.7913.**
  - E. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

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5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

[ SEE ATTACHED TAX INFORMATION SHEET ]

PRELIMINARY

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**TAX INFORMATION SHEET**

The amounts shown as unpaid do not include collection fees, penalties or interest.

Tax Parcel #: 41-23-26-300-057 | Assessed Address: 9830 Riley Ridge SE, Alto, MI 49302

2020 Winter Taxes in the amount of \$901.07 are PAID.

2020 Summer Taxes in the amount of \$1,980.27 are PAID.

2020 State Equalized Value: \$138,500.00 | Taxable Value: \$93,653.00

Principal Residence Exemption: 100% | School District: 41050 - CALEDONIA COMMUNITY SCHOOLS

Special Assessments: NONE

PRELIMINARY

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## SCHEDULE B, PART II

## Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
7. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
8. Easement as shown on Survey prepared by Exxel Engineering, dated April 19, 2014, File No. S031837 and as shown on Survey prepared by Exxel Engineering, dated April 1, 2019, File No. 181602E.
9. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto. Rights of tenants under unrecorded leases and all parties claiming by, through and thereunder.
10. Terms, covenants and conditions as set forth in instrument recorded in Instrument number 20050210-0017185 and Instrument number 20041029-0143363 and rights of others to use said easement.

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11. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

PRELIMINARY

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# PRIVACY INFORMATION

GRC-159958 - Page | 11



## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# RECORDED IN DEEDS

LIBER 2521 PC 514

Please do NOT use this space

WARRANTY DEED  
(Photo-Stat) — Short Form: — (No. 881) — Special

This Indenture, made this 6th day of February  
of our Lord one thousand nine hundred and eighty seven

in the year 1987

BETWEEN  
Albert I. Kroese and Eleanor M. Kroese, husband and wife  
RR 2 ORANGE CITY IA 51041

of the first part

AND

Glenn David Hoek and Linda K. Hoek, husband and wife  
8315 100TH ST ALTO 49302 MICH

of the second part.

Witnesseth, That the said part of the first part, for and in consideration of the sum of \$  
Sixteen thousand dollars and no/100 (\$16,000.00)

to in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, do  
presents grant, bargain, sell, remise, release, alien and confirm unto the said part of the second part, and  
and assigns, Forever, all certain piece or parcel of land situate and being in the Township  
Caledonia County of KENT, and State of Michigan, and described as follows to-wit:

Description Parcel E: That part of the SW 1/4, Section 26, T5N, R10W, Caledonia Twp  
Kent county Michigan, described as: Beginning at a point on the South line of Sec 26,  
which in S89 degrees 30 feet 47 inches west 470.0 feet from the S 1/4 corner of said  
section; thence S89 degrees 30 feet 47 inches West 22 feet along said South line; thence  
N 00 degrees 34 feet 12 inches W 740.0 feet; thence N 16 degrees 45 feet 30 inches E  
806.05 feet; thence N 89 degrees 30 feet 47 inches E 251.92 feet; thence S 00 degrees  
34 feet 12 inches E 1064.81 feet along the East line of said SW 1/4; thence S 89 degrees  
30 feet 47 inches W 470.0 feet; thence S00 degrees 34 feet 12 inches E 445.0 feet to the  
place of beginning. Subject to highway R.O.W. over the Southerly 60 feet thereof. This  
parcel contains 10.130 Acres, including highway R.O.W.

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining: To Have and To Hold the said  
premises, as herein described, with the appurtenances, unto the said part of the second part and their heirs and  
assigns, FOREVER. And the said

TAX CERTIFICATE AS REQUIRED BY  
SEC. 135, ACT NO. 154 PUBLIC  
ACTS OF 1895 DULY PRESENTED  
MAURICE J. DE JONGE, REGISTER

heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of the second part  
heirs and assigns, that at the time of the entering and delivery of these pres-  
ents well seized of the above granted premises in fee simple: that they are free from all incumbrances whatever

P. P. No. 41-23-26-300-036  
Verified by P.D. & S. 81

THE CURRENT DELINQUENT RETURN IS  
NOT AVAILABLE FOR EXAMINATION  
(ACT 164 P.A. 1988)

and that will, and heirs, executors administrators shall Warrant and Defend the same against all lawful  
claims whatsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first  
above written.

Signed, Sealed and Delivered in Presence of

Lucas J. De Koster

Albert I. Kroese  
Albert I. Kroese  
Eleanor M. Kroese  
Eleanor M. Kroese

Arnetta Vander Wilt

STATE OF MICHIGAN

COUNTY OF SIOUX

before me, a Notary Public

Albert I. Kroese and Eleanor M. Kroese, husband and wife,

to me known to be the same persons described in and who executed the within instrument, who  
acknowledged the same to be their free act and deed.

NAME OF PERSON WHO DRAFTED THIS INSTRUMENT

Cornerstone Realty Inc.  
BUSINESS ADDRESS  
4145 Kalamazoo Ave. S.E.  
Grand Rapids, Michigan 49508

Arnetta Vander Wilt  
Notary Public.

Sioux County, Iowa

My commission expires 9-12 1987

MAIL TAX BILL TO: ADDRESS 8315 100th Street, Alto Michigan 49302

REAL ESTATE TRANSFER TAX  
MICHIGAN  
7.20  
I hereby CERTIFY that there are No Tax Liens or Titles held by the State or  
any individual against the within description, and all Taxes on same are paid  
or five years previous to the date of this instrument, as appears by the  
records in my office. This certificate does not apply in certain cases, it only  
helps in process of collection.

9/7  
LIBER 4729 PG 074

STATE OF MICHIGAN  
COUNTY OF KENT  
RECEIVED FOR RECORD

1999 JUN 14 AM 11:17

REG OF DEEDS

QUIT-CLAIM DEED

**This Indenture,**

Dated this day of:  
APRIL 20, 1999

KNOW ALL MEN BY THESE PRESENTS THAT:

GLENN DAVID HOEK AND LINDA KAY HOEK, HUSBAND AND WIFE  
8325 100th STREET SE  
ALTO, MI 49302

Convey(s) and Quit-Claim(s) To:

GLENN DAVID HOEK AND LINDA KAY HOEK, HUSBAND AND WIFE  
8325 100th STREET SE  
ALTO, MI 49302

for the sum of

THIS INSTRUMENT IS EXEMPT FROM COUNTY TRANSFER TAX PURSUANT TO MCL 207.505

(A) THIS INSTRUMENT IS EXEMPT FROM STATE TRANSFER TAX PURSUANT TO MCL  
207.526(A).

the following described premises situated in

THE TOWNSHIP OF CALEDONIA, COUNTY OF KENT AND STATE OF MICHIGAN TO WIT:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND LIMITATIONS OF RECORD, IF ANY.

Witnesses:

Signed and Sealed

*Melissa A. Backe*

MELISSA A. BACKE

*Glenn David Hoek*

GLENN DAVID HOEK

*Lori A. Cordray*

LORI A. CORDRAY

*Linda Kay Hoek*

LINDA KAY HOEK

Title Office

Title Office

STATE OF MICHIGAN COUNTY OF BARRY

The foregoing instrument was acknowledged before me  
ON APRIL 20, 1999 BY GLENN DAVID HOEK AND  
LINDA KAY HOEK, HUSBAND AND WIFE

PREPARED BY:

GLENN DAVID HOEK  
8325 100th STREET SE  
ALTO, MI 49302

ASSISTED BY:

THE TITLE OFFICE, INC.  
209 N. CHURCH STREET  
HASTINGS, MICHIGAN 49058

*Melissa A. Backe*

Melissa A. Backe

NOTARY PUBLIC BARRY COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 12/11/2001

WHEN RECORDED RETURN TO

\*\*THIS DEED IS BEING RECORDED TO CORRECT ERRORS IN THE DEED RECORDED IN LIBER  
2521 ON PAGE 514\*\*

4020 LCR 081

LIBER 4729 PG 075

PARCEL E-2:

THAT PART OF THE SOUTHWEST 1/4, SECTION 26, TOWN 5 NORTH, RANGE 10 WEST, CALEDONIA TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4, WHICH IS NORTH 00 DEGREES 34' 12" WEST 725.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 26; THENCE SOUTH 89 DEGREES 30' 47" WEST 492.00 FEET PARALLEL WITH THE SOUTH LINE OF SECTION 26; THENCE NORTH 00 DEGREES 34' 12" WEST 15.00 FEET; THENCE NORTH 16 DEGREES 45' 30" EAST 408.16 FEET; THENCE NORTH 89 DEGREES 30' 47" EAST 370.43 FEET; THENCE SOUTH 00 DEGREES 34' 12" EAST 404.81 FEET ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 TO THE PLACE OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED BELOW.

EASEMENT FOR INGRESS AND EGRESS:

THAT PART OF THE SOUTHWEST 1/4, SECTION 26, TOWN 5 NORTH, RANGE 10 WEST, CALEDONIA TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 26; THENCE SOUTH 89 DEGREES 30' 47" WEST 470.00 FEET ALONG THE SOUTH LINE OF SECTION 26; THENCE NORTH 00 DEGREES 34' 12" WEST 60.00 FEET TO THE NORTH LINE OF 100TH STREET AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 30' 47" WEST 22.00 FEET ALONG THE NORTH LINE OF 100TH STREET; THENCE NORTH 00 DEGREES 34' 12" WEST 680.00 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 16 DEGREES 45' 30" EAST 408.16 FEET; THENCE NORTH 89 DEGREES 30' 47" EAST 34.55 FEET; THENCE SOUTH 16 DEGREES 45' 30" WEST 450.31 FEET; THENCE SOUTH 00 DEGREES 34' 12" EAST 639.75 FEET TO THE PLACE OF BEGINNING.

202005080038709 Total Pages: 3  
05/08/2020 08:27 AM Fees: \$30.00  
Lisa Posthumus Lyons, County Clerk/Register  
Kent County, MI SEAL

## QUIT CLAIM DEED

The Grantor, **GLENN DAVID HOEK and LINDA K. HOEK**, of 9830 Riley Ridge Rd., SE, Alto, MI 49302,

Quit claim to **GLENN DAVID HOEK and LINDA K. HOEK, as Trustee of the Glenn David Hoek and Linda K. Hoek Living Trust Agreement**, of 9830 Riley Ridge Rd., SE, Alto, MI 49302,

The following described premises situated in the Township of Caledonia, County of Kent, and State of Michigan:

PART OF SW 1/4 COM 802.69 FT N 0D 34M 12S W ALONG N&S 1/4  
LINE FROM S 1/4 COR TH N 76D 16M 32S W 180.47 FT TH S 89D  
30M 47S W 283.47 FT TH N 16D 45M 30S E 296.14 FT TH N 89D  
30M 47S E 370.43 FT TH S 0D 34M 12S E ALONG N&S 1/4 LINE  
327.12 FT TO BEG \* SEC 26 T5N R10W 2.78 A.

PPN: 41-23-26-300-057

Id

Common address: 9830 Riley Ridge Rd., SE, Alto, MI 49302

together with all improvements, appurtenances, tenements and hereditaments thereto, but subject to easements and restrictions of record and zoning laws and ordinance affecting the premises.

For the sum 00/100ths

**The written conveyance is exempt by reason of consideration  
Less than \$100.00 under MCL 207.526(6)(a) & MCL 207.505(a)**

Dated this 5<sup>th</sup> day of May, 2020.

DocuSigned by:  
  
9B39D8B4A77F416  
Glenn David Hoek

DocuSigned by:  
  
9B39D8B4A77F416  
Linda K. Hoek

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KENT )

I remotely notarized this document under Mich Exec No Order 2020-41 and certify:

1. The signatory signed this document while I was observing the signatory through a two-way real-time audiovisual technology that allowed direct, contemporaneous interaction by sight and sound between the signatory and me.
2. The two-way real-time audiovisual technology was capable of creating an audio and visual recording of the complete notarial act, and such a recording was made and retained as a notarial record in accordance with the Michigan Law on Notarial Acts, MCL 55.286b(7)–(9).
3. The individual seeking my services and any required witnesses, if not personally known to me, presented satisfactory evidence of identity (e.g., a valid state-issued photo identification) to me during the video conference; they did not merely transmit that proof before or after the transaction, to satisfy the requirements of the Michigan Law on Notarial Acts, MCL 55.261 et seq., and any other applicable law.
4. The signatory affirmatively represented either that the signatory was physically situated in the State of Michigan or that the signatory was physically located outside of Michigan’s geographic boundaries and that either of the following applied: (a) The document is intended for filing with or relates to a matter before a court, governmental entity, public official, or other entity subject to the jurisdiction of this state; or (b) the document involves property located in the territorial jurisdiction of this state or a transaction substantially connected to this state.
5. If the signatory was physically located outside of Michigan’s geographic boundaries, I do not have actual knowledge that the signatory’s act of making the statement or signing the document was prohibited by the laws of the jurisdiction in which she or he was physically located.
6. The signatory, any required witnesses, and I have affixed our signatures to the document in a manner that renders any subsequent change or modification of the remote online notarial act to be tamper evident.
7. The signatory or the signatory’s designee transmitted by fax, mail, or electronic means a legible copy of the entire signed document directly to me on the same date it was signed.



8. On receiving a legible copy of the document with all necessary signatures, I notarized the document and transmitted it back to the signatory.
9. I have certified the official date and time of the notarization as of the date and time when I witnessed the signatory's signature via two-way real-time audiovisual technology as required under the executive order.

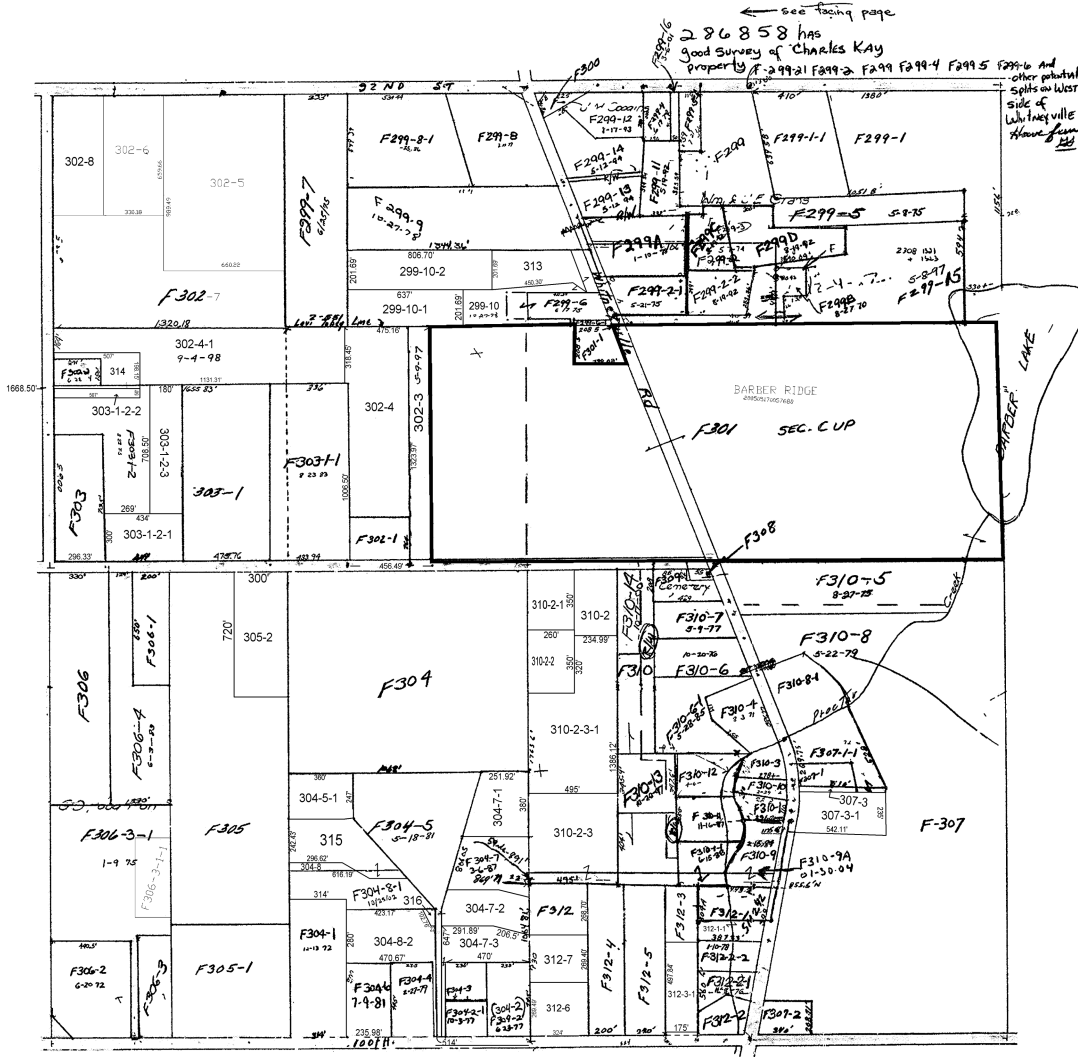
Acknowledged before me on May 5, 2020, by GLENN DAVID HOEK and LINDA K. HOEK. At the time of the acknowledgment, this person was located in Kent County, Michigan, and I was located in Kent County, Michigan. This document was notarized under Mich Exec Order No 2020-41; my representations regarding the circumstances of this notarial act are detailed above and are incorporated by reference into this certification.

Signature:  EE0440EA5A814F0...

Printed name: ROSE A. COONEN  
Notary Public, State of Michigan, County of Kent  
My commission expires: 3/19/25  
Notary located in Kent County, Michigan  
Person making acknowledgment located in Kent County, Michigan

Drafted by and return to:  
Rose A. Coonen (P66156)  
COONEN LAW, PLLC  
5035 Plainfield, NE, Suite A  
Grand Rapids, MI 49525

# SEC.26 T.5N R.10W



N  
SCALE  
1" = 500'

313 Fr 299-1-0	06-23-2009 - 59019
314 Fr 302-4 & 303-1-2	03-12-2010 - 20432
312-6 Fr 312	09-15-2010 - 76786
299-10-1 Fr 299-10	06-18-2013 - 64726
312-3-1 Fr 312-3	06-19-2013 - 65630
299-10-2 Fr 299-10	09-19-2013 - 97000
312-1-1 Fr 312-1	10-24-2011 - 84397
304-8-2 Fr 304-8	01-31-2014 - 7621
312-7 Fr 312	06-25-2014 - 49774
303-1-2-1 Fr 303-1-2	08-20-2014 - 68204
304-5-1 Fr 304-5	01-13-2015 - 3361
310-2-1 Fr 310-2	06-01-2017 - 46063
310-2-2 Fr 310-2	06-01-2017 - 46065
310-2-3 Fr 310-2	06-01-2017 - 46303
302-4-1 Fr 302-4	11-29-2017 - 100107
307-3-1 Fr 307-3	12-01-2017 - 100858
310-2-3-1 Fr 310-2-3	02-26-2018 - 14108
303-1-2-2 Fr 303-1-2	05-11-2018 - 36486
304-7-1 Fr 304-7	11-06-2018 - 87454
303-1-2-3 Fr 303-1-2	05-17-2019 - 34186
315 Fr 304-8 & 304-8-1	09-16-2019 - 70237
316 Fr 304-8-2	10-21-2019 - 81376
304-7-2 Fr 304-7	12-19-2019 - 100524
304-7-3 Fr 304-7	12-19-2019 - 100524
305-2 Fr 305	08-12-2020 - 71954

SPT IN 10-06-2020

KENT COUNTY

DRIVEWAY MAINTENANCE AGREEMENT

AGREEMENT made this 10th day of OCTOBER, 2002  
by and between RICHARD AND NANCY KIOUS H/W whose address is  
AKA RICK KIOUS ALTO MI 49302  
8315 100th STREET S.E.; DAVE AND LINDA HOEK H/W  
ALTO MI 49302 AKA DAVID HOEK LINDA K HOEK  
whose address is 8325 100th STREET S.E.;  
AKA SCOTT D HOEK AMY R HOEK  
and SCOTT AND AMY HOEK H/W whose address is  
ALTO MI 49302  
8327 100th STREET S.E.. [Other parties, if any,  
are set forth on Exhibit B, if attached.]

We HEREBY AGREE as follows:

1. This agreement covers the maintenance of the private driveway known as \_\_\_\_\_, ("the driveway"), located in Caledonia Township, Kent County, Michigan.
2. The driveway provides access to the lands described on Exhibit A, attached hereto and made a part hereof.
3. The undersigned shall always maintain the driveway in good and readily passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to public and emergency vehicle traffic and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. When appropriate, the undersigned shall repair, improve, replace and restore the driveway in whole or in part.
4. The costs and expenses of maintaining the driveway, and the repair, improvement, replacement and restoration thereof,

shall be shared equally by the undersigned. The payment of such costs and expenses shall be accomplished at such times and in such manner as the undersigned have agreed.

5. Before the erection, use or occupancy of any building or structure having access to a public right of way by means of the driveway, after the execution of this agreement, the owner or owners of such subsequent building or structure shall join, in this agreement by signing an amendment thereof.

6. This agreement and any amendments thereto shall be recorded with the Kent County Register of Deeds, the cost of such recording to be paid by the undersigned.

7. The undersigned represent and acknowledge that, as of the date hereof, the persons signing this agreement comprise all of the owners of all interests in the lands described on Exhibit A and all interests in the described driveway. After the recording of this agreement, or any amendments thereto, copies thereof shall be furnished to the Caledonia Township Building Inspector.

8. The undersigned further agree that the maintenance and improvement of the driveway shall at all times comply with applicable provisions of the Caledonia Township Zoning Ordinance with regard to maintenance and improvement of private driveways.

9. The terms of this agreement may be enforced by any of the undersigned or by the Township of Caledonia, by all lawful means.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first above written.

Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF KENT )

On this 27th day of October, 2004, before me a Notary Public in and for said County, personally appeared G DAVID NOEK LINDA K HOKER to me known to be the person described in and who executed the within instrument, who acknowledged the same to be his/her free act and deed, and that he/she executed the same for the intents and purposes therein contained.

My commission expires:  
08/06/06

Susan A Hartman

Notary Public, Kent County, MI



SUSAN A. HARTMAN  
Notary Public - Michigan  
Barry County, Michigan  
My Commission expires 8-6-06

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF KENT )

On this 27th day of October, 2004, before me a Notary Public in and for said County, personally appeared

- 2 - 1-3-



20041029-0143363  
P. 5 of 6  
Mary Hollinrake F. \$29.00 10/29/2004 1:44PM  
Kent County MI Register T20040032441  
SEAL

EXHIBIT A

The above stated private driveway provides access to  
the following described lands:


June 2, 2004

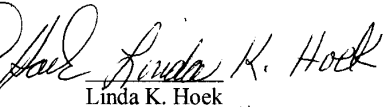
Driveway Easement Agreement: Exxel Engineering

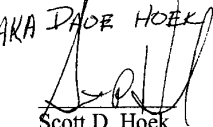
The West Side of the easement through Parcel C-2 and C-3: Parcel C-2 and C-3 will have a 44' easement instead of the current 33' easement. In addition there will be a 22' easement through Parcel D. This will provide the necessary 66' as required by the township. The driveway of 12' to 14' wide, that is going to service the back portion of parcel D is to be placed in the center of the middle 22' closest to the property line of C-2 and 3 and Parcel D.

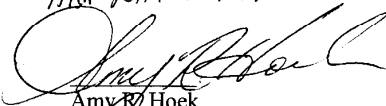
The East easement through Parcel E-2 and E-3: There is currently a 33' easement through Parcel E-2 and E-3. There will be an additional easement of 33' on the opposite side through Parcel D. This will provide the necessary 66' easement as required by the township. The two easements will be extended as far as the current easements through parcels C-2 and C-3. The driveway of 12' to 14' is to be installed at a later date, and will be installed along the property line of Parcel D and E2 & 3 on the East Side.

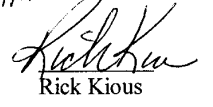
The existing blacktop driveway for parcel D is currently within the easement for Parcel E-2. This driveway will remain in its current location.


  
G. David Hoek  
AKA DAVID HOEK

  
Linda K. Hoek  
AKA LINDA HOEK

  
Scott D. Hoek  
AKA SCOTT HOEK

  
Amy R. Hoek  
AKA AMY HOEK

  
Rick Kiouss  
AKA RICHARD KIOUS

  
Nancy Kiouss

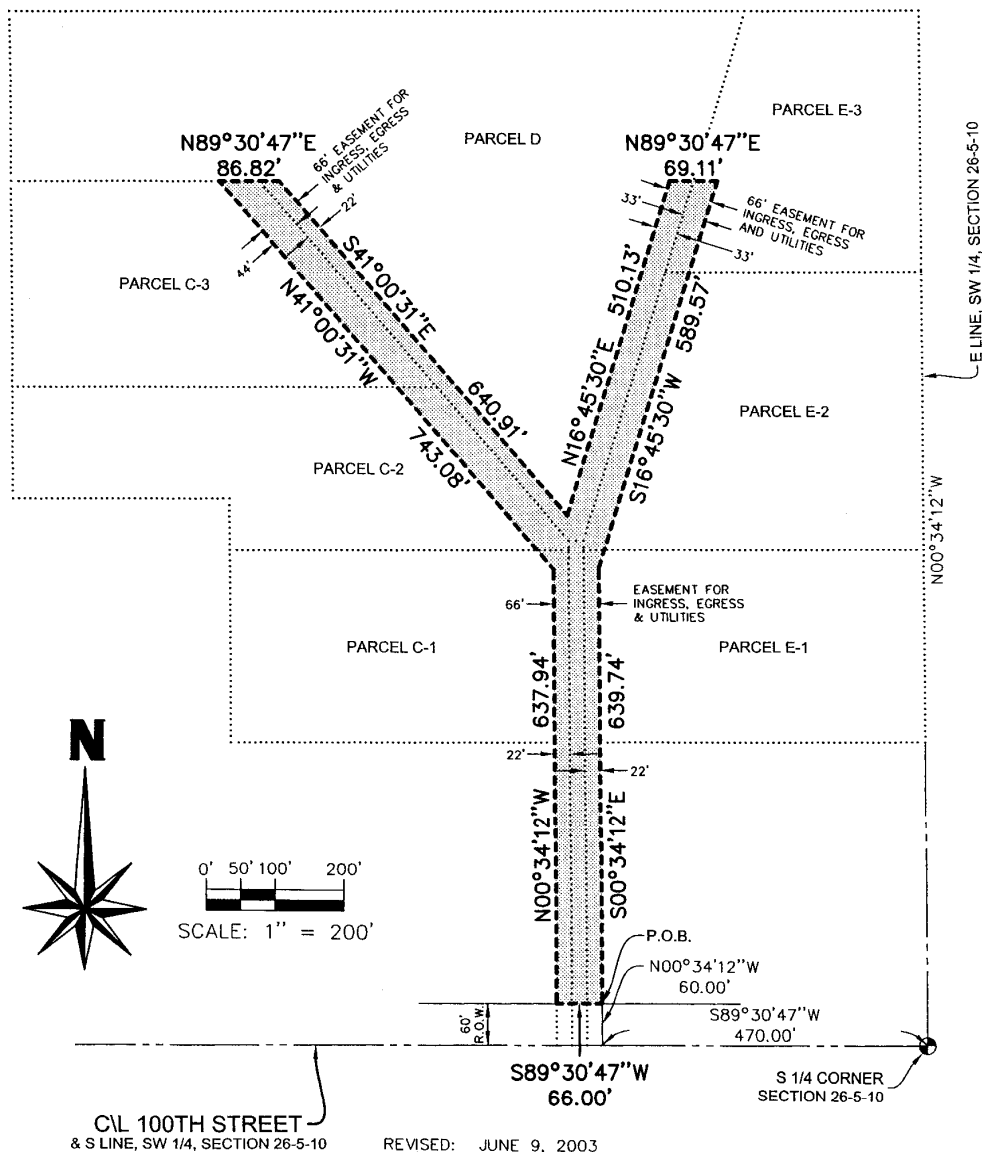


## 66 FOOT WIDE EASEMENT FOR INGRESS, EGRESS & UTILITIES


Sketch & Description for: Dave Hoek  
 8325 - 100th Street  
 Alto, MI 49302

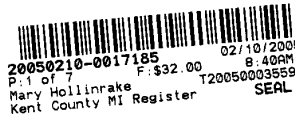
### Description of 66 Foot Wide Easement for Ingress, Egress & Utilities:

That part of the SW 1/4, Section 26, T5N, R10W, Caledonia Township, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 26; thence S89°30'47"W 470.00 feet along the South line of said SW 1/4; thence N00°34'12"W 60.00 parallel with the East line of said SW 1/4 to the North line of 100th Street and the PLACE OF BEGINNING of said Easement; thence S89°30'47"W 66.00 feet along the North line of 100th Street; thence N00°34'12"W 637.94 feet parallel with said East line; thence N41°00'31"W 743.08 feet; thence N89°30'47"E 86.82 feet parallel with said South line; thence S41°00'31"E 640.91 feet; thence N16°45'30"E 510.13 feet; thence N89°30'47"E 69.11 feet parallel with said South line; thence S16°45'30"W 589.57 feet; thence S00°34'12"E 639.74 feet parallel with said East line to the place of beginning. Containing 2.908 Acres. Servicing no more than 1 drive along the Easterly branch and no more than 1 drive along the Westerly branch of said Easement for Parcel D.



REVISED: JUNE 9, 2003

 <b>exxel engineering inc.</b> 5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509 PHONE (616) 531-3660 FAX (616) 531-2121	
FILE NO.:	022648
DATE:	OCTOBER 25, 2002



DRIVEWAY MAINTENANCE AGREEMENT

AGREEMENT made this 10 day of October, 2002  
by and between RICHARD KIOUS <sup>AKA RICE KIOUS</sup> and Nancy Kious whose address is  
8315 100th Street S.E.; DAVE AND LINDA HOEK  
whose address is 8325 100th Street S.E.;  
and SCOTT AND AMY HOEK whose address is  
8377 100th STREET S.E.. [Other parties, if any,  
are set forth on Exhibit B, if attached.]

We HEREBY AGREE as follows:

1. This agreement covers the maintenance of the private driveway known as \_\_\_\_\_, ("the driveway"), located in Caledonia Township, Kent County, Michigan.
2. The driveway provides access to the lands described on Exhibit A, attached hereto and made a part hereof.
3. The undersigned shall always maintain the driveway in good and readily passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to public and emergency vehicle traffic and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. When appropriate, the undersigned shall repair, improve, replace and restore the driveway in whole or in part.
4. The costs and expenses of maintaining the driveway, and the repair, improvement, replacement and restoration thereof,

REC'D FEB 09 2005  
REC'D FEB 09 2005  
REC'D JAN 24 2005  
REC'D JAN 25 2005



shall be shared equally by the undersigned. The payment of such costs and expenses shall be accomplished at such times and in such manner as the undersigned have agreed.

5. Before the erection, use or occupancy of any building or structure having access to a public right of way by means of the driveway, after the execution of this agreement, the owner or owners of such subsequent building or structure shall join, in this agreement by signing an amendment thereof.

6. This agreement and any amendments thereto shall be recorded with the Kent County Register of Deeds, the cost of such recording to be paid by the undersigned.

7. The undersigned represent and acknowledge that, as of the date hereof, the persons signing this agreement comprise all of the owners of all interests in the lands described on Exhibit A and all interests in the described driveway. After the recording of this agreement, or any amendments thereto, copies thereof shall be furnished to the Caledonia Township Building Inspector.

8. The undersigned further agree that the maintenance and improvement of the driveway shall at all times comply with applicable provisions of the Caledonia Township Zoning Ordinance with regard to maintenance and improvement of private driveways.

- 2 -

9. The terms of this agreement may be enforced by any of the undersigned or by the Township of Caledonia, by all lawful means.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first above written.

Witnessed by:

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF KENT )

On this 27th day of October, 2004, before me a Notary Public in and for said County, personally appeared G. DAVID HOEK & LINDA, to me known to be the person described in and who executed the within instrument, who acknowledged the same to be his/her free act and deed, and that he/she executed the same for the intents and purposes therein contained.

My commission expires:

08/06/06

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF KENT )



SUSAN A. HARTMAN  
Notary Public - Michigan  
Barry County, Michigan  
My Commission expires 8-6-06

On this 27th day of October, 2004, before me a Notary Public in and for said County, personally appeared

2 2 1-3-

Acting in Kent County, Michigan

The above stated private driveway provides access to the following described lands:

June 2, 2004

Driveway Easement Agreement: Exxel Engineering

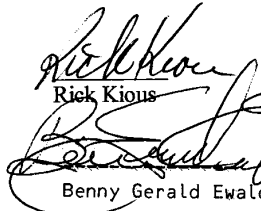
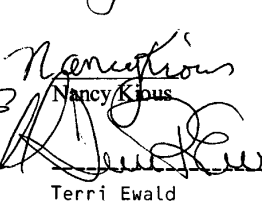
The West Side of the easement through Parcel C-2 and C-3: Parcel C-2 and C-3 will have a 44' easement instead of the current 33' easement. In addition there will be a 22' easement through Parcel D. This will provide the necessary 66' as required by the township. The driveway of 12' to 14' wide, that is going to service the back portion of parcel D is to be placed in the center of the middle 22' closest to the property line of C-2 and 3 and Parcel D.

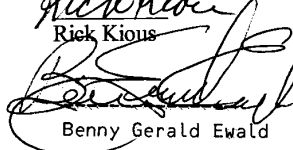
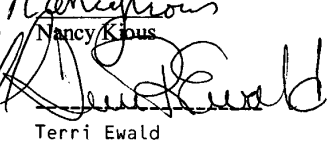
The East easement through Parcel E-2 and E-3: There is currently a 33' easement through Parcel E-2 and E-3. There will be an additional easement of 33' on the opposite side through Parcel D. This will provide the necessary 66' easement as required by the township. The two easements will be extended as far as the current easements through parcels C-2 and C-3. The driveway of 12' to 14' is to be installed at a later date, and will be installed along the property line of Parcel D and E2 & 3 on the East Side.

The existing blacktop driveway for parcel D is currently within the easement for Parcel E-2. This driveway will remain in its current location.

   
G. David Hoek Linda K. Hoek

   
Scott D. Hoek Amy R. Hoek

   
Rick Kious Nancy Kious

  050113  
Benny Gerald Ewald Terri Ewald

ROTT D & AMY R. HOEK, to me known to be the person de-  
scribed in and who executed the within instrument, who acknowledged  
the same to be his/her free act and deed, and that he/she executed  
the same for the intents and purposes therein contained.

My commission expires:

08/06/06

Susan A Hartman  
Notary Public, Kent County, MI

Acting in Kent County, Michigan

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF KENT )



SUSAN A. HARTMAN  
Notary Public - Michigan  
Barry County, Michigan  
My Commission expires 8-6-06

On this 27th day of October, 2004, before  
me a Notary Public in and for said County, personally appeared  
KICK & NANCY FIDIS, to me known to be the person de-  
scribed in and who executed the within instrument, who acknowledged  
the same to be his/her free act and deed, and that he/she executed  
the same for the intents and purposes therein contained.

My commission expires:

08/06/06

Susan A Hartman  
Notary Public, Kent County, MI

Acting in Kent County, Michigan



SUSAN A. HARTMAN  
Notary Public - Michigan  
Barry County, Michigan  
My Commission expires 8-6-06

State of MI  
County of Kent

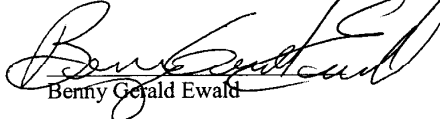
On this January 13, 2005 before me a notary Public in & for  
said county, Personally appeared Benny Gerald Ewald &  
Terri Ewald, to me known to be the person described  
in and who executed the within instrument, who acknowledged  
the same to be his/her free act and deed, that they  
executed the same for the intents and purposes therein contained.

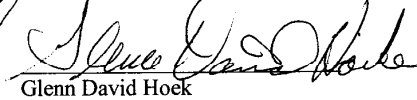
RACHAEL SPATES  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Feb. 19, 2006  
Acting in the County of Kent

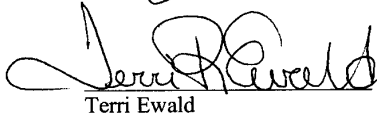
Rachael Spates

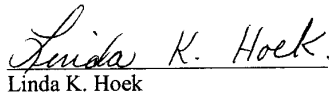
Dated this day of : January 12, 2005  
**Addendum to Driveway Maintenance Agreement**

Benny Gerald Ewald and Terri Ewald purchasers of 8323 100<sup>th</sup> Street do not have to pay for second coat of black top on shared driveway or any expense until driveway is completed. Once home is built shared driveway expense will begin.

  
Benny Gerald Ewald

  
Glenn David Hoek


  
Terri Ewald

  
Linda K. Hoek

State of Michigan  
County of Kent

I, Rachael Spates, a Notary Public of the County  
and the State first above written, do hereby  
certify that Benny Gerald Ewald and Terri Ewald,  
husband and wife and Glenn David Hoek and  
Linda K. Hoek, husband and wife personally  
appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness my hand and official seal, this January 12, 2005

  
RACHAEL SPATES  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Feb. 19, 2006  
Acting in the County of Kent

Prepared by & Return to:  
David Hoek  
8325 100th Street  
Alto MI 49302

RET'D JAN 25 2005

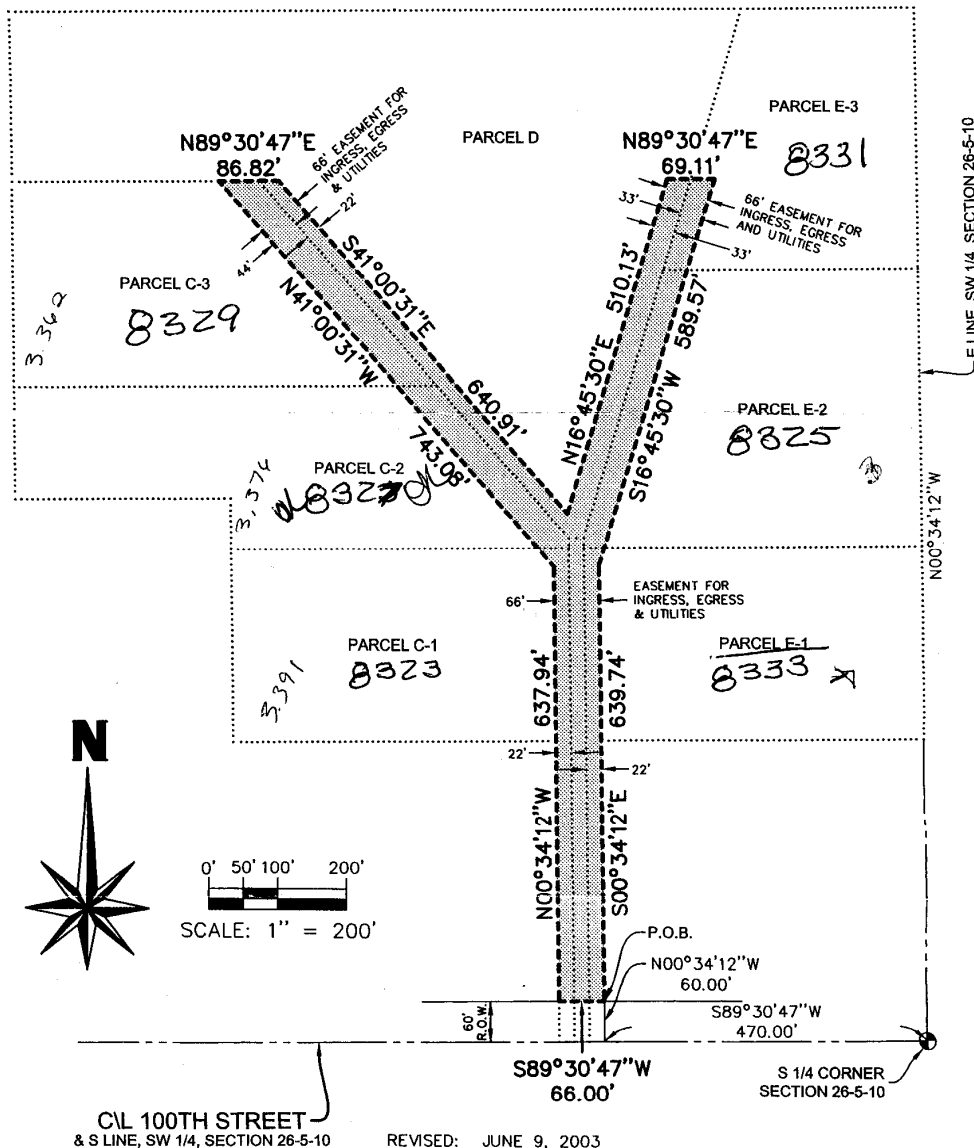
# 66 FOOT WIDE EASEMENT FOR INGRESS, EGRESS & UTILITIES

Sketch & Description for: Dave Hoek  
8325 - 100th Street  
Alto, MI 49302


20050210-0017185 62/10/2005  
P. 7 of 7 F. \$32.00 B. 40AM  
Mary Hollinrake T20050003559  
Kent County MI Register SEAL

## Description of 66 Foot Wide Easement for Ingress, Egress & Utilities:

That part of the SW 1/4, Section 26, T5N, R10W, Caledonia Township, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 26; then S89°30'47"W 470.00 feet along the South line of said SW 1/4; then N00°34'12"W 60.00 parallel with the East line of said SW 1/4 to the North line of 100th Street and the PLACE OF BEGINNING of said Easement; then S89°30'47"W 66.00 feet along the North line of 100th Street; then N00°34'12"W 637.94 feet parallel with said East line; then N41°00'31"W 743.08 feet; then N89°30'47"E 86.82 feet parallel with said South line; then S41°00'31"E 640.91 feet; then N16°45'30"E 510.13 feet; then N89°30'47"E 69.11 feet parallel with said South line; then S16°45'30"W 589.57 feet; then S00°34'12"E 639.74 feet parallel with said East line to the place of beginning. Containing 2.908 Acres. Servicing no more than 1 drive along the Easterly branch and no more than 1 drive along the Westerly branch of said Easement for Parcel D.



REVISED: JUNE 9, 2003

 <b>exxel engineering inc.</b> 5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509 PHONE (616) 531-3660 FAX (616) 531-2121	
FILE NO.: 022648	DATE: OCTOBER 25, 2002



## DECLARATION OF PRIVATE ROAD AND MAINTENANCE AGREEMENT

*No interest in real estate being conveyed; no revenue stamps are required. This instrument is exempt from Michigan real estate transfer tax pursuant to MCL 207.526(a). This instrument is exempt from county real estate transfer tax pursuant to MCL 207.505(a).*

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between RICHARD D. AND NANCY C. KIOUS of 9820 Riley Ridge Rd, Alto, MI 49302, GLENN D. HOEK of 9830 Riley Ridge Rd, Alto, MI 49302, SCOTT D. AND AMY R. HOEK of 9827 Riley Ridge Rd, Alto, MI 49302, and the SCOTT D. HOEK FAMILY TRUST of 9827 Riley Ridge Rd, Alto, MI 49302, the owners of Proposed Parcels A-H located in Caledonia Township, Kent County, Michigan, described on **Exhibit B** ("the Premises"), hereby make the following Declaration of Private Road and Maintenance Agreement ("Declaration").

The declarations contained herein are based on the following factual recitals:

- A. There are five (5) current parcels, Parcels 1-5, as described on **Exhibit A** (individually, "Current Parcel" and collectively, "Current Parcels") served by a private road, Riley Ridge Road ("Private Road") in the Premises;
- B. Glenn D. Hoek is the owner of Current Parcels 1 and 2 described on **Exhibit A**;
- C. The Scott D. Hoek Family Trust is the owner of Current Parcels 3 and 5 described on **Exhibit A**;
- D. Scott D. and Amy R. Hoek are the owners of Parcel 4 described on **Exhibit A**;
- E. There is an existing private street easement affecting some or all of the Current Parcels which was recorded at the Kent County Register of Deeds on February 10, 2005, at Instrument #20050210-0017185 and which is attached as **Exhibit C** ("Prior Easement");
- F. Richard D. and Nancy C. Kious are the owners of Proposed Parcel E shown on **Exhibit B**;
- G. The Owners intend to develop the entire Premises by creating new parcels as set forth on **Exhibit B**;
- H. It is essential that the Owners create a new Private Road Easement servicing the Proposed Parcels and set forth the restrictions, uses and responsibilities regarding the use of, maintenance of, and restrictions for the use of the Private Road for the current and future owners of all Parcels abutting the Private Road; and

- I. The purpose of this instrument is for the Owners to declare an easement for Ingress and Egress from and to Riley Ridge Road and to provide for the care, maintenance, and repair of the easement area and the Private Road as required by Caledonia Township Zoning Ordinance for the Proposed Parcels.

NOW THEREFORE, it is agreed as follows:

### **Section 1. Definitions.**

1.1 "Owner" shall mean any person or other entity owning or purchasing a Proposed Parcel A-H described on **Exhibit B**.

1.2 "Parcel" shall mean any one of the Proposed Parcels A-H within the Premises, as described on **Exhibit B**.

1.3 "Private Road" shall mean the roadway easement established in Section 2.1 below known as Riley Ridge Road and described on **Exhibit D**.

### **Section 2. Private Road Easement Area.**

2.1 For the mutual benefit of the Parcels, a perpetual non-exclusive easement appurtenant known as Riley Ridge Road is hereby established across, over and through the property described on **Exhibit D** hereto for the purpose of ingress and egress for use by persons and vehicles ("Private Road Easement") over and across that portion of the Parcels and for the construction, maintenance and repair (including reconstruction) of utilities.

2.2 The original construction cost of the Private Road will be paid by the Scott D. Hoek Family Trust. The Private Road shall be constructed in accordance with the Zoning Ordinance for Caledonia Township ("Ordinance").

2.3 The Owners shall maintain the Private Road in a good and suitable condition for use as a private road. If the Private Road is at any time required by appropriate public authorities to be improved or maintained, they shall be improved or maintained under the direction of the Owners at the expense of the Owners, such expense to be allocated in the same manner as roadway maintenance charges are hereinafter allocated among the several Owners.

2.5 The Owners shall be responsible for the costs of maintaining, snowplowing, repairing, and replacing the Private Road. All maintenance and repair of the Private Road must meet the standards of Section 3.29 of the Caledonia Township Zoning Ordinance and any applicable requirements established by the Kent County Road Commission. The Owners shall be responsible to ensure that all maintenance, repair, improvement, and reconstruction meets such standards, that the Private Road is maintained in reasonable good and usable condition, and that necessary snowplowing of the Private Road is performed. The Private Road shall be continuously maintained in such a way that they will not constitute a danger to the health, safety, and welfare of the inhabitants of the Township and in such a way that they are readily accessible to and usable for safe travel for emergency in all types of weather.

2.6 All Owners with rights to use the Private Road shall refrain from prohibiting, restricting, limiting, or in any manner interfering with the normal ingress and egress and use by other Owners who use the Private Road, including their family members, guests invitees, trades persons, emergency vehicles and others bound to or returning from any Parcel having a right to use the Private Road.

2.7 Caledonia Township shall have authority to enforce the terms and conditions of this Declaration through all legal means, including the right to remedy of specific performance. Further, the Owners shall have the right to enforce the restrictions and provisions of this Declaration by all lawful means, including specific performance against the Owners within the Premises.

2.8 No public funds of Caledonia Township or County of Kent will be used for maintenance, repair or improvement nor is any public agency or governing body liable for personal or property damage claims occurring within or in connection with the use of the Private Road Easement.

### **Section 3. Maintenance of Private Road and Easement.**

3.1 The Owners shall keep and maintain the Private Road Easement in a good and serviceable condition. The Owner's duties shall, in this regard, include, but not necessarily be limited to, reconstruction, repair, and snow removal. The Owners will pay a percent of the costs to maintain the Private Road, including snow removal, equal to the total amount of acres owned divided by 30 acres total (example: if Parcel B has 3.69 acres of 30 acres they are responsible for 3.69/30 or 12.3% of the costs).

The owner of the largest parcel will be charged with collecting bids for snow removal and repairs (the "Collecting Owner"). The bid process for snow removal is to be completed by November 1 of each year. The lowest bid will be mailed or emailed to the Owners detailing the amount due from each Owner. The amount due is to be paid to the Collecting Owner by November 15th of that same year. The Collecting Owner is to contract with a plowing service and pay them with the collected funds. In the event that the Collecting Owner is not able or willing to provide these services, then the owner of the second-largest parcel is to be the Collecting Owner.

3.2 Provided they are current in their obligations hereunder, each Owner shall be released from all personal liability for costs hereunder immediately upon the sale or other conveyance of their complete fee interest in the Parcel owned by them that is benefited or burdened hereunder.

3.3 If any Owner, or their successors and assigns, fails to pay any statement for repair or maintenance tendered to them by the Collecting Owner, by November 15th of that same year, the amount of such statement, together with interest thereon at the maximum legal rate, plus reasonable attorneys' fees necessary to collection, shall automatically become a continuing lien upon the Parcel or Parcels of the obligor(s) billed, which lien shall be superior to all claims to such Parcel or Parcels except first mortgages, as well as an enforceable personal obligation of the Owner. The Collecting Owner, or its successors and assigns, may, upon the failure of an Owner to pay any statement tendered, record notice of its claim of lien against any such Parcel and thereafter pursue an action to foreclose said lien in any manner now or in the future permitted by

law or equity, including, but not limited to, what is commonly known as a foreclosure by advertisement. In this regard, the Owner hereby grants the Collecting Owner a power of sale and authorizes the Collecting Owner to sell the Parcel to which delinquent charges are attributable or cause it to be sold at public auction and to deliver to the purchaser good and marketable title thereof, subject only to any first mortgage. The proceeds received at such a sale shall be distributed in accordance with the priorities established by applicable law. The Collecting Owner may, in addition to, or instead of, foreclosure, obtain a personal judgment against the obligor.

3.4 If the Private Road is extended beyond its initial length, or is connected to another private road, or if any property abutting the Private Road is further subdivided, each Owner shall be subject to this Agreement and shall share in the costs of repair and maintenance of the Private Road as set forth in Section 3.1.

3.5 The Owners shall have a road inspection performed every five (5) years. Said inspection shall be performed by a licensed professional engineer. The results of the inspection shall be submitted to Caledonia Township for review. The Owners shall perform all maintenance required by Caledonia Township upon such inspection and review.

**Section 4. Termination of Prior Easement.** The prior easement recorded at the Kent County Register of Deeds on February 10, 2005, at Instrument #20050210-0017185 and which is attached as Exhibit C is hereby terminated and is no longer of any force or effect.

**Section 5. Run with the Land.** The rights, benefits, obligations and burdens set forth in this Declaration shall be perpetual, run with the respective properties and shall be binding upon, inure to the benefit of and be enforceable by the owners of the respective properties.

**Section 6. Amendment.** These restrictions may be amended or extended by the affirmative written action of the Parcel Owners. Any amendments shall become effective ten (10) days after notice of adoption of the amendment, together with a copy of the recorded amendment, is mailed to all Parcel Owners. Notwithstanding the foregoing provisions of this Section, the easements reserved and granted in this instrument shall be binding perpetually, and no amendment shall modify or terminate such easements.

**Section 7. Dedication to Public.** In the event that all or any portion of the Private Road is dedicated as a public right-of-way, the Declaration shall automatically be of no further force or effect with regard to any portion of the Private Road so dedicated.

**Section 8. Governing Law.** This Declaration shall be governed in all respects by Michigan law.

**Section 9. Severability.** The unenforceability of any term of this instrument shall not affect the enforceability of any of the remaining terms of this instrument.

*Signatures and acknowledgments appear on the following pages.*

\_\_\_\_\_  
Glenn D. Hoek

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Glenn D. Hoek.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

\_\_\_\_\_  
Richard D. Kious

\_\_\_\_\_  
Nancy C. Kious

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Richard Kious and Nancy Kious.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

\_\_\_\_\_  
Scott D. Hoek

\_\_\_\_\_  
Amy R. Hoek

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott and Amy Hoek.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Scott D. Hoek, Trustee of the Scott D. Hoek Family  
Trust

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott D. Hoek,  
Trustee of the Scott D. Hoek Family Trust.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_

PREPARED BY AND RETURN TO:

Timothy R. Newhouse (P37048)  
Timothy R. Newhouse, P.C.  
2465 Byron Station, Suite A  
Byron Center, MI 49315  
(616) 366-1000

## **DECLARATION OF RESTRICTIVE COVENANTS**

*No interest in real estate being conveyed; no revenue stamps are required. This instrument is exempt from Michigan real estate transfer tax pursuant to MCL 207.526(a). This instrument is exempt from county real estate transfer tax pursuant to MCL 207.505(a).*

RICHARD D. AND NANCY C. KIOUS of 9820 Riley Ridge Rd, Alto, MI 49302, GLENN D. HOEK of 9830 Riley Ridge Rd, Alto, MI 49302, SCOTT D. AND AMY R. HOEK of 9827 Riley Ridge Rd, Alto, MI 49302, and the SCOTT D. HOEK FAMILY TRUST of 9827 Riley Ridge Rd, Alto, MI 49302, (individually, "Owner", collectively, "Owners") the Owners of Proposed Parcels A-H located in Caledonia Township, Kent County, Michigan, described on **Exhibit B** ("the Premises"), hereby make the following declarations, as to easements in the Development and limitations, restrictions and uses to which all Parcels in the Development may be part.

The declarations contained herein are based on the following factual recitals:

- A. There are six (6) available parcels, Parcels A,C,D,F,H,I , as described on **Exhibit A** (individually, "Current Parcel" and collectively, "Current Parcels") served by a private road, Riley Ridge Road ("Private Road") in the Premises;
- B. Glenn D. Hoek is the Owner of Current Parcels G described on **Exhibit A**;
- C. The Scott D. Hoek Family Trust is the Owner of Current Parcels A, B, C, D, F, H, I described on **Exhibit A**;
- D. Richard D. and Nancy C. Kious are the Owners of Proposed Parcel E shown on **Exhibit B**;
- E. There is an existing private street easement affecting some or all of the Current Parcels which was recorded at the Kent County Register of Deeds on February 10, 2005, at Instrument #20050210-0017185 and which is attached as Exhibit C ("Prior Easement");
- F. The Owners intend to develop the Parcels into residential home sites.
- G. It is essential to the value of the Parcels that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards.

- H. It is essential that the Owners set forth the restrictions, uses and responsibilities regarding the use of, maintenance of, and restrictions for the current and future Owners of all Parcels in the Development.

NOW THEREFORE, it is agreed as follows:

## **Section 1. Definitions.**

As used herein, the terms set forth below shall have the following meanings:

1.1 "Architectural Control Committee" shall mean the committee appointed in accordance with the provisions of Section 2 below.

1.2 "Development" shall mean all of the property that abuts the Private Drive located in Caledonia Township, Kent County, Michigan, described on **Exhibit B** hereto, being Parcels A-H.

1.3 "Improvement" shall mean every building of any kind, fence or wall, pool, tennis court, or other structure or recreational facility which may be erected or placed on any Parcel, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof on any Parcel.

1.4 "Owner" shall mean any person or other entity owning or purchasing a Parcel described on **Exhibit B** and any person having the right of occupancy of the dwellings constructed on such Parcel.

1.5 "Parcel" shall mean any one of the parcels within the Development, as described on **Exhibit B** hereto.

1.6 "Private Drive Easement" shall mean the Declaration of Private Drive Easement recorded by the Owners at the office of the Kent County Register of Deeds and which affects all of the Parcels in the Development.

1.7 "Restrictions" shall mean items listed in Section 5 below.

## **Section 2. Architectural Control Committee.**

2.1 An Architectural Control Committee (the "Committee") shall be established by the Owners to be composed of such persons as the Owners, or its successors or assigns, shall determine. The Committee will consist of one or more persons appointed by the Owners. The Owners then shall have the right to terminate the tenure of any member of the Committee at any time and for any reason and to appoint new or additional members to the Committee at any time. The Owners shall keep on file a list of the names and addresses of the members of the Committee.



2.2 Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action.

2.3 If the Committee shall cease to exist or for any reason shall fail to function, the Committee shall be selected by a majority of Parcel Owners.

2.4 If any Parcel Owner is aggrieved by a decision of the Committee, the aggrieved Parcel Owner may appeal for relief to the Owners as a whole. A majority of Owners may provide relief.

### **Section 3. Approval of Construction by Committee.**

3.1 There can be an infinite number of concepts and ideas for the development of parcels consistent with the plan for the Development. For the protection of all Parcel Owners, the Owners wish to make certain that any development of a Parcel will maintain the natural beauty of the Development and, as much as reasonably possible, blend all man-made structures into the natural background. In order to meet these objectives, the Owners give the Committee the power to review and approve or disapprove all Improvements to the Parcels prior to their implementation.

3.2 No Parcel Owner shall construct, alter, or maintain any Improvements on a Parcel or perform any significant alteration to the terrain until all of the following have been completed:

(a) The Parcel Owner has submitted to the Committee a complete set of preliminary sketches showing floor plans, exterior elevations, and an outline specification for materials and finishes.

(b) The Committee has approved the preliminary sketches.

(c) Upon approval of preliminary sketches, the Owner must submit to the Committee one complete set of plans and specifications therefore, in form satisfactory to the Committee, showing insofar as is appropriate:

- i. The size and dimensions of the Improvements;
- ii. The exterior design;
- iii. The exterior color scheme;
- iv. The exact location of the Improvements on the Parcel; and
- v. The location of the driveways, parking areas and landscaping.

(d) Such plans and specifications must be approved in writing by the Committee.

Approval of preliminary sketches and detailed plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the Committee as to the location of the structures on the Parcel, color scheme, finish, design, proportions, shape, height, type, or appropriateness of the proposed Improvement or alteration, the materials used therein, the kind, shape, or type of roof proposed to be placed thereon, the number of trees that must be removed, the degree of terrain alteration involved, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed Improvement inharmonious or out of keeping with the Development or with the Improvements erected in the immediate vicinity of the Parcel.

3.3 If at any time an Owner shall have submitted to the Committee plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within 30 days from the date of submission nor notified the Owner of its objection within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Committee. In the event that an Owner shall file revised plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original plans and specifications, and the Committee has neither approved them nor notified the Owner of further objections within 30 days from the date of submission, then such revised plans and specifications shall be deemed to have been approved by the Committee.

3.4 The Committee, upon showing of practical difficulties, may grant variances from the terms and conditions of this Declaration, but only to the extent and in such manner as not to violate the spirit and intent of this Declaration. All variance requests must be made in writing and must include the specific variance request, the reason and basis for the request, and must include a survey (if a dimensional variance) or plans or specifications of the request.

**Section 4. Care and Appearance of Premises.** Owners shall maintain the exterior of all Improvements on any Parcel and the Parcel itself in a neat and attractive manner, and in good condition and repair.

## **Section 5. Uses Permitted and Prohibited.**

5.1 All Parcels shall be used for single-family residential purposes only. No more than one residential dwelling may exist within any Parcel. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any Parcel.

5.2 Although all Parcels are to be used only for single-family residential purposes, nonetheless, home occupations will be considered part of such residential use if, and only if, the home occupation is conducted within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold on the Parcel; (c) no person employed other than a member of the

immediate family residing in the residence; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment. Home occupations are currently required to be registered with Caledonia Township and the Township may impose additional restrictions.

5.3 Except for household dogs, cats, small caged birds and fish, no Owner may keep, raise or breed animals, livestock or poultry of any kind on a Parcel. Dangerous animals are not permitted in the Development. No pets may be kept, raised or bred on any Parcel for commercial purposes. Fenced or unfenced dog runs or kennels will not be allowed. All pets shall be housed within the dwelling and not allowed to run loose or be unattended. All dogs must be restrained and the Owner should maintain great care as to preventing any obnoxious, threatening, offensive or unsanitary behavior. Each Owner shall accept responsibility for picking up their pet's excretions and shall keep their dog from excessive barking, or creating any other nuisance.

5.4 No trash, garbage or rubbish of any kind shall be placed within a Parcel, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that Parcel, as designated by the Owners or the Committee, except as necessary to allow for trash collections.

5.5 No residences, including manufactured residences, may be moved from a location outside of the Development and placed or located on a Parcel within the Development.

5.6 No manufactured home may be placed within the Development, whether such home is classified as modular home, mobile home, hybrid, or otherwise, regardless of which building codes are applicable to said home.

5.7 All residences hereafter constructed in the Development must conform to the following size requirements:

(a) A one-story single-family residence shall contain at least one thousand six hundred (1,600) square feet of useable floor space, exclusive of porches, garages and breezeways.

A one and one-half single-family residence shall have a minimum of two thousand (2,000) square feet of useable floor space with at least 700 square feet of useable floor space on the first floor, exclusive of porches, garages and breezeways.

A two-story single-family residence shall have a minimum of two thousand three hundred (2,300) square feet of useable floor space, with at least 700 square feet of useable floor space on the first floor, exclusive of porches, garages and breezeways.

(b) All square footage determinations will exclude basements (except for walk-out basements having at least one exterior wall which has windows and a full-size access door or sliding door, and which is at least nine feet above grade for the entire length of the wall), garages, open or screened-in porches and breezeways. All residences must have a full

conventional basement or walk-out basement unless otherwise approved by written authorization of the Committee.

(c) Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be constructed simultaneously with the residence. Garages may be attached to the residence or detached, but in either case must be aesthetically compatible to the residence on the Parcel and approved by the Committee. Each residence must have one garage capable of garaging not less than two nor more than three standard size automobiles.

(d) Each Parcel Owner shall properly maintain all lawn areas within their Parcel and the frontage area appurtenant to their Parcel, and shall keep the height of the lawns at a reasonable level. All lawns shall be kept free of noxious weeds, underbrush, and other unsightly growths. This shall not be interpreted to prevent an Owner of a Parcel from maintaining a wild flower area or an area of decorative grasses so long as such areas are kept in an orderly condition. Each Owner shall plant the lawn areas and install some landscaping within one (1) year of the date of construction of the residence.

(e) No inoperable vehicles or unregistered motor vehicles of any type may be brought or stored on the Premises, either temporarily or permanently, unless such vehicles are stored within a garage with the door completely closed. Commercial vehicles and equipment shall not be parked on the Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Premises, except in a completely closed garage, without the prior consent of the Committee.

All trucks over 3/4 ton, including semi-tractors, will be considered commercial vehicles.

(f) No vehicle may be parked overnight on the drive or on any frontage area, except as permitted by the Committee and in accordance with any rules or regulations adopted by the Committee.

(g) No Owner may install within his Parcel a fence of any type unless it has been approved in writing by the Committee. The Committee will not approve installation of sight restricting fences.

(h) No Owner may install within his Parcel a satellite dish having a diameter of more than 24" or any external television antennae unless such dish or antennae is approved in writing by the Committee.

(i) No above ground pool is permitted to be installed on any Parcel.

(j) No Owner of any Parcel will do or permit to be done any act or condition within his Parcel or frontage area appurtenant to his Parcel which may be or is or may become a nuisance. If any Owner of any Parcel refuses to keep his Parcel free from refuse piles or other unsightly debris or objects, then the Committee may enter the Parcel and remove the same and such entry

will not be a trespass. The Owner of the Parcel will reimburse the Committee for all costs of such removal.

(k) No spotlights, floodlights or similar type high intensity lighting shall be placed upon any Parcel which in any way will allow light to be reflected on any other Parcel.

(l) Each Parcel may have one (1) accessory building, subject to compliance with the Caledonia Township Zoning Ordinance regulating accessory buildings.

(m) No Owner shall take any action on or with respect to his Parcel that violates any federal, state or local statute, regulation, rule or ordinance.

(n) All driveways shall serve a single residential dwelling with a minimum width of ten (10) feet and shall be constructed of asphalt, concrete, or brick. No gravel, crushed concrete or stone driveways shall be permitted.

**Section 6. Violation of Provisions.** If any Owner shall construct or permit to be constructed an Improvement on any Parcel contrary to the provisions hereof, or if any Owner shall maintain any Improvement or thing on any Parcel contrary to the provisions hereof, the Committee, not earlier than 15 days after it has delivered written notice to an Owner of a violation of one or more of the provisions thereof, may enter upon and alter, repair, or change any Improvement or thing which may be upon the Parcel in violation thereof so as to make such Improvements or things conform to such provisions. The Committee may charge the Owner for the entire cost of the work done by or for it pursuant to the provisions of this section, which shall become payable to the Committee upon demand or thereafter become a lien against the Owner's Parcel, enforceable in accordance with the provisions hereof.

## **Section 7. Enforcement.**

7.1 For a violation or breach of any of the provisions hereof, any Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach and to foreclose any lien granted hereunder.

7.2 In addition to the foregoing right, the Owners shall have the right, whenever there shall have been built on any Parcel any structure which is in violation of these restrictions, to enter upon property where such violation of these reservations and restrictions exists and summarily abate or remove the same at the expense of the Owner thereof, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions of this Declaration by any court of competent jurisdiction shall not affect any of the other reservations and restrictions which shall remain in full force and effect.

**Section 8. Assignment of Rights.** All rights hereunder granted to Owners shall not be further assignable by such Owners except as an appurtenance to and in conjunction with a sale of their Parcel.

**Section 9. Run with the Land.** The rights, benefits, obligations and burdens set forth in this Declaration shall be perpetual, run with the respective properties and shall be binding upon, inure to the benefit of and be enforceable by the Owners of the respective properties.

**Section 10. Amendment.** These restrictions may be amended or extended by the affirmative written action of 66% of the Owners of all Parcels described on Exhibit B. Any amendments to this instrument shall become effective ten (10) days after notice of adoption of the amendment, together with a copy of the recorded amendment, is mailed to all Owners.

**Section 11. Governing Law.** This Declaration shall be governed in all respects by Michigan law.

**Section 12. Severability.** The unenforceability of any term of this instrument shall not affect the enforceability of any of the remaining terms of this instrument.

*Signatures and acknowledgments appear on the following pages.*

\_\_\_\_\_  
Glenn D. Hoek

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Glenn D. Hoek.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

\_\_\_\_\_  
Richard D. Kious

\_\_\_\_\_  
Nancy C. Kious

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Richard Kious and Nancy Kious.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Scott D. Hoek, Trustee of the Scott D. Hoek Family Trust

STATE OF MICHIGAN   )  
                                  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott D. Hoek, Trustee of the Scott D. Hoek Family Trust.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Michigan  
My Commission Expires: \_\_\_\_\_

ADD EXHIBIT B – THE PLAT MAP FOR THE PARCELS.

PREPARED BY AND RETURN TO:

Timothy R. Newhouse (P37048)  
Timothy R. Newhouse, P.C.  
2465 Byron Station, Suite A  
Byron Center, MI 49315  
(616) 366-1000



**APPRAISAL OF**



**LOCATED AT:**

9830 Riley Rd. SE  
Alto, MI 49302

**FOR:**

Lake Michigan Credit Union  
4027 Lake Dr. SE  
Grand Rapids, MI, 49546

**BORROWER:**

Glenn & Linda Hoek

**AS OF:**

April 20, 2021

**BY:**

Kurt Dorer  
Certified Residential Appraiser

No AMC  
Lake Michigan Credit Union  
4027 Lake Dr. SE  
Grand Rapids, MI, 49546

File Number: 7474k

To Whom it May Concern,

In accordance with your request, I have appraised the real property at:

9830 Riley Rd. SE  
Alto, MI 49302

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of April 20, 2021

\$371,000  
Three Hundred Seventy-One Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely,



Kurt Dorer  
Certified Residential Appraiser  
LI # 1201007189

Thank You

## Uniform Residential Appraisal Report

File No. 7474k

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **9830 Riley Rd. SE** City **Alto** State **MI** Zip Code **49302**  
 Borrower **Glenn & Linda Hoek** Owner or Public Record **Glenn & Linda Hoek Trust** County **Kent**  
 Legal Description **See Attached Addendum**  
 Assessor's Parcel # **41-23-26-300-057** Tax Year **2020** R.E. Taxes \$ **2,881**  
 Neighborhood Name **Caledonia Twp.** Map Reference **MLS MAP G-41** Census Tract **0148.06**  
 Occupant ☒ Owner ☐ Tenant ☐ Vacant ☐ Special Assessments \$ **0** ☐ PUD HOA \$ **110** ☒ per year ☐ per month  
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe) \_\_\_\_\_  
 Assignment Type ☐ Purchase Transaction ☒ Refinance Transaction ☐ Other (describe) \_\_\_\_\_  
 Lender/Client **Lake Michigan Credit Union** Address **4027 Lake Dr. SE, Grand Rapids, MI 49546**  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No  
 Report data source(s) used, offering price(s), and date(s). **SWMMLS**  
 I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
 Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) \_\_\_\_\_  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No  
 If Yes, report the total dollar amount and describe the items to be paid: \_\_\_\_\_  
**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60%		
Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit			
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	80	Low	Multi-Family			
Neighborhood Boundaries <b>I-96 on the North, 84th St. on the South, Morse Lake Ave. on the East and Alaska Ave. on the West</b>		700	High	Commercial			
Neighborhood Description <b>See Attached Addendum.</b>		250	Prod.	Other Vacant	40%		

 Market Conditions (including support for the above conclusions) **See Attached Addendum.**  
 Dimensions **2.78 ac** Area **2.78 ac** Shape **Irregular** View **N;Res;Woods**  
 Specific Zoning Classification **RR** Zoning Description **Rural Residential**  
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe) \_\_\_\_\_  
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe: **See Attached Addendum**  

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/> Breakers	Water	<input checked="" type="checkbox"/> Well	Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/> Natural	Sanitary Sewer	<input checked="" type="checkbox"/> Septic	Alley	<input type="checkbox"/>	<input type="checkbox"/>

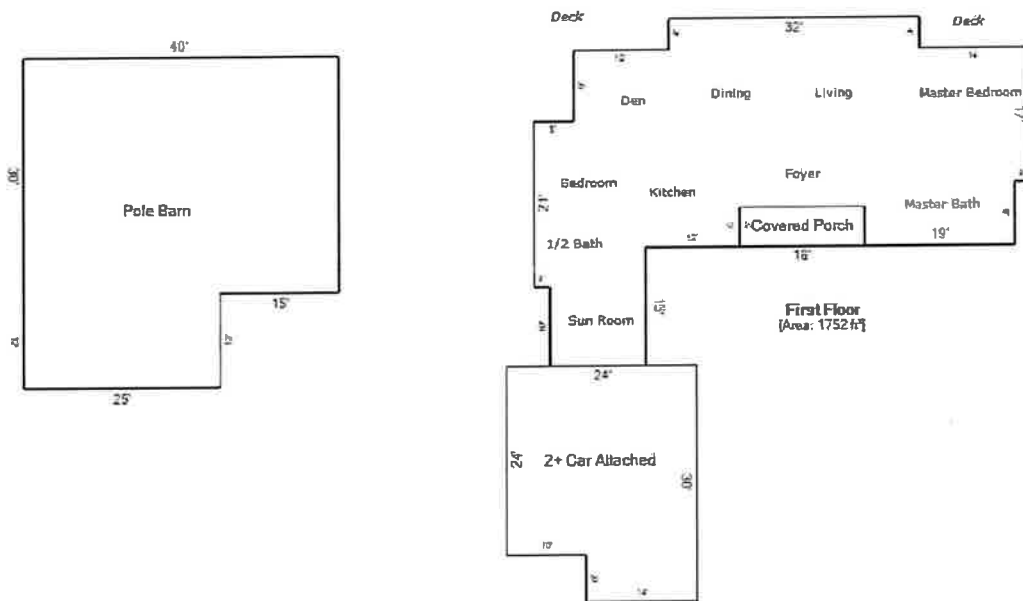
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map # **2606930005B** FEMA Map Date **07/02/1981**  
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe: \_\_\_\_\_  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe: \_\_\_\_\_  

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION		INTERIOR	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Craw Space	Foundation Walls	Concrete/Avg	Floors	Cpt. Lam. Cer/Avg		
# of Stories <b>1</b>	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl/Avg	Walls	Drywall/Avg		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/Eng Unit	Basement Area <b>1664</b> sq. ft.	Roof Surface	Asphalt Sng/Avg	Trim/Finish	Wood/Avg		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Constr.	Basement Finish <b>70 %</b>	Gutters & Downspouts	Yes/Avg	Bath Floor	Ceramic/Avg		
Design (Style) <b>Ranch</b>	<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Wood/Vinyl/Avg	Bath Wainscot	Fgl/Avg		
Year Built <b>1987</b>	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Yes/Avg	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) <b>15</b>	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Avg	<input checked="" type="checkbox"/> Driveway # of Cars <b>8</b>			
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWB <input type="checkbox"/> Radiant	Amenities	<input checked="" type="checkbox"/> Wood Stove(s) # <b>2</b>	Driveway Surface	Asph/Avg		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas	Fireplace(s) # <b>0</b>	<input type="checkbox"/> Fence None	<input checked="" type="checkbox"/> Garage # of Cars <b>2</b>			
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Seclude	Cooling <input checked="" type="checkbox"/> Central A/C Conditioning	<input checked="" type="checkbox"/> Patio/Dock Yes	<input checked="" type="checkbox"/> Porch Cvr'd	<input type="checkbox"/> Carport # of Cars <b>0</b>			
<input type="checkbox"/> Finished <input type="checkbox"/> Hardwood	<input type="checkbox"/> Individual <input type="checkbox"/> Other None	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other Pole Barn	<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in			
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe) _____							
Finished area above grade contains: <b>6 Rooms</b>	<b>2 Bedrooms</b>	<b>1.1 Bath(s)</b>	<b>1,752 Square Feet of Gross Living Area Above Grade</b>				
Additional features (special energy efficient items, etc.): <b>See Attached Addendum.</b>							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.): <b>C4; No updates in the prior 15 years; A dwelling that projects average interior and exterior eye appeal. This dwelling meets functional and aesthetic expectations of purchasers in this price range.</b>							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: <b>All utilities were on and functioning on the day of inspection. No adverse conditions were noted.</b>							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe: <b>The site conforms to the neighborhood and provides a suitable setting for the improvements. The home is attached to a private well and septic system, this is typical for the area and does not adversely effect marketability. Public water and sewer is not available in the subjects area. All comps also have wells and septic systems.</b>							

# FLOORPLAN SKETCH

Borrower: Glenn & Linda Hoek	File No.: 7474K
Property Address: 9830 Riley Rd. SE	Case No.: 0170254463
City: Alto	State: MI Zip: 49302
Lender: Lake Michigan Credit Union	

Sketch



Living Area		Area Calculation			
First Floor	1752 ft²	First Floor			x 1.00 = 1752 ft²
Nonliving Area					
Pole Barn	1500 ft²	5' x 19'	1.00 =		95 ft²
2+ Car Attached	660 ft²	2' x 17'	1.00 =		34 ft²
Covered Porch	80 ft²	10' x 12'	1.00 =		120 ft²
		4' x 32'	1.00 =		128 ft²
		5' x 21'	1.00 =		105 ft²
		66' x 20'	1.00 =		1120 ft²
		12' x 5'	1.00 =		60 ft²
		2' x 10'	1.00 =		20 ft²
Total Living Area (rounded):					
	1752 ft²				

## SELLER'S DISCLOSURE STATEMENT

Property Address: 9830 Riley Ridge Road Alto, MI 49302 Michigan  
Street City, Village, Township

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

**Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven	X			
Dishwasher	X			
Refrigerator	X			
TV antenna, TV rotor & controls		X		
Hood/fan	X			
Disposal	X			
Garage door opener & remote control	X			
Electrical system	X			
Alarm system		X		
Intercom		X		
Central vacuum		X		
Attic fan	X			
Microwave	X			
Trash compactor		X		
Ceiling fan	X			
Sauna/hot tub		X		
Pool heater, wall liner & equipment		X		
Washer	X			

	Yes	No	Unknown	Not Available
Lawn sprinkler system		X		
Water heater	X			
Plumbing system	X			
Water softener/conditioner	X			
Well & pump	X			
Sump pump		X		
Septic tank & drain field	X			
City water system		X		
City sewer system		X		
Central air conditioning	X			
Central heating system	X			
Wall Furnace		X		
Humidifier		X		
Electronic air filter		X		
Solar heating system		X		
Fireplace & chimney		X		
Wood burning system	X			
Dryer	X			

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

**Property conditions, improvements & additional information:**

- Basement/Crawl Space:** Has there been evidence of water? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_
- Insulation:** Describe, if known: 24" IN ATTIC 6" WALLS  
Urea Formaldehyde foam insulation (UFFI) is installed? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_
- Roof:** Leaks? \_\_\_\_\_  
Approximate age, if known: 8 YEARS  
yes \_\_\_\_\_ no \_\_\_\_\_
- Well:** Type of well (depth/diameter, age and repair history, if known): 4' 1987 160"  
Has the water been tested? \_\_\_\_\_  
If yes, date of last report/results: YES DO NOT REMEMBER yes \_\_\_\_\_ no \_\_\_\_\_
- Septic tanks / drain fields:** Condition, if known: GOOD NO ISSUES IN 2020
- Heating system:** Type/approximate age: 8 YEARS
- Plumbing system:** Type: copper galvanized other  
Any known problems? NO AT TIME
- Electrical system:** Any known problems? NO
- History of infestation:** if any: (termites, carpenter ants, etc.) NONE
- Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: NO
- Flood Insurance:** Do you have flood insurance on the property? unknown \_\_\_\_\_ yes \_\_\_\_\_ no X
- Mineral Rights:** Do you own the mineral rights? unknown \_\_\_\_\_ yes \_\_\_\_\_ no X

# Seller's Disclosure Statement

Property Address: 9830 Riley Ridge Road Alto, MI 49302 Michigan  
Street City, Village, Township

Other Items: Are you aware of any of the following:

- Features of the property shared in common with adjoining landowners such as walls, fences, roads, ~~driveways~~ or other features whose use or responsibility for maintenance may have an effect on the property?
- Any encroachments, easements, zoning violations or nonconforming uses?
- Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property?
- Structural modifications, alterations or repairs made without necessary permits or licensed contractors?
- Settling, flooding, drainage, structural or grading problems?
- Major damage to the property from fire, wind, floods or landslides?
- Any underground storage tanks?
- Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
- Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
- Any outstanding municipal assessments or fees?
- Any pending litigation that could affect the property or the Seller's right to convey the property?

unknown	yes <u>X</u>	no
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>
unknown	yes <u>X</u>	no
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>
unknown	yes	no <u>X</u>

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

A FARM 900' AWAY  
STREET CORNER

The Seller has lived in the residence on the property from 1987 (date) to 2021 (date).

The Seller has owned the property since 1976 (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

**BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA.**

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller X Sharon Patricia Hoek

Date X

Seller X Linda Kay Hoek

Date X

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**Disclaimer:** This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.





## Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
  - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - b. The performance of the terms of the service provision agreement.
  - c. Loyalty to the interest of the client.
  - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
  - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
  - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
  - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

### BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

### DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

### TRANSACTION COORDINATORS

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

### DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

### REAL ESTATE LICENSEE DISCLOSURE - THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent
- ☐ Seller's agent - limited service agreement
- ☐ Buyer's agent or subagent
- ☐ Buyer's agent - limited service agreement
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

### AFFILIATED LICENSEE DISCLOSURE (Check one)

☒ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of confidential information.

Licensee Jordan Villalobos Date 5-6-2021 Licensee \_\_\_\_\_ Date \_\_\_\_\_

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

**ACKNOWLEDGMENT:** By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential ☐ Buyer ☒ Seller (check one) Date 5-6-2021 Potential ☐ Buyer ☐ Seller (check one) Date \_\_\_\_\_



**Addendum to West Michigan Regional Purchase Agreement**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.**

**SECTION #1:**

Seller represents and warrants that the listed property located at 9830 Riley Ridge Rd. SE Atlanta, GA was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: 5-6-2021

Seller: [Signature]

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**SECTION #2:**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**I. Seller's Disclosure concerning property located at \_\_\_\_\_ (initial):**

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**II. Agent's Acknowledgment (initial):**

[Signature] Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 5-6-2021

Agent: [Signature]

**III. Purchaser's Acknowledgment (initial):**

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_





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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## **Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

## **Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## **If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## **Simple Steps to Protect Your Family from Lead Hazards**

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

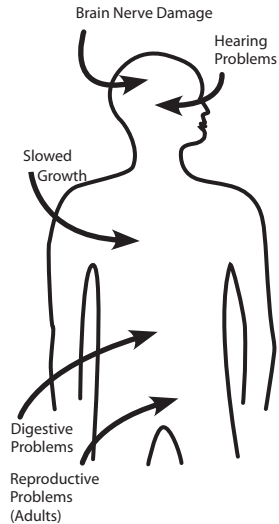
# Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

## **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

## **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.



## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.



## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).