

**To:** City of the Village of Douglas Planning Commission  
**Date:** August 12, 2024  
**From:** Sean Homyen, Planning & Zoning Administrator  
**RE:** **Centre Collective – Final Site Condo Review & Vacation of Pleasant Street Platted Right of Way**



*The Village of Friendliness – Since 1870*

At the February 5, 2024, City Council meeting, KRE West Centre, LLC. sought final site condominium approval for the proposed 19-unit site condominium residential development. The City Council may recall that the request was tabled due to several conditions recommended by the Planning Commission that were not met, due to pending legal progress regarding the vacation of the Pleasant Street right-of-way and the amendment of the St. Peters Subdivision Plat. The City Attorney has been working with the applicant's attorney to receive updates on the progression of the District Court case, which allows all the plat owners to present any objections to the vacation of the Pleasant Street right of way. Per the City Attorney, the case has sufficiently progressed, and awaits a decision of the City Council on the vacation of the right of way. As outlined in Resolution 19-2024 that will be considered by the City Council on August 19, 2024, the City must take the step to hold a public hearing to consider the abandonment of its interest in the platted right of way, and to take any public comments in relation to said abandonment.

**Conditions Update:** The requirements related to the final site condominium appear to be met, with some requirements being addressed as recommended conditions of approval. The Council is being asked to consider the final site condominium plan at the upcoming meeting, as well as the vacation of the St. Peter's right of way. The vacation is currently, the only outstanding item that needs attention. According to the memorandum provided by Tricia Anderson of Williams & Works, dated February 1, 2024, the applicant was required to follow the procedures outlined in the Land Division Act for this vacation, per the condition shown below. Her February 1, 2024 memorandum, which includes historical context and details on the Land Division Act process, is included in this packet. Upon discovery there was discrepancy between the MBO table that was approved by the Allegan County Drain Commission dated 8/4/2023 and what was submitted for site plan approval dated 7/30/2024. The condition in the resolution was provided that will require the applicant to submit the revision of C1.0 and C2.0 to the Planning and Zoning Administrator no later than 9/30/2024.

***The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney.***

The Williams & Works memorandum dated February 1, 2024, and the accompanying legal documents, the applicant and their team have requested a judgment from the district court to revise the plat. The Court has reviewed this request and confirmed that all affected parties, including those owning property within 300 feet of the Pleasant Street Right of Way, have been

properly notified.

Those served have a deadline have at least 30 days to respond, either agreeing to, disagreeing with, or remaining silent on the request. If no response is received by the deadline, a default judgment may be entered, allowing the plaintiff to proceed without further input from the non-responding parties. The purpose of this legal action is to secure the necessary consent from the property owners.

City Council's approval is the last step needed before the court can approve the St. Peter's plat amendment and the vacation of the Pleasant Street Right of Way. The court requires a resolution and site plan approval from City Council before entering final judgement. The City Attorneys have been closely monitoring this process. The applicant is now ready to proceed with getting approval for the vacation of the Pleasant Street Right-of-Way and the final site plan.

**Recommendation.** At the August 19, 2024 meeting, the applicant will once again present the project to the City Council. Careful consideration should be given to public comments, applicant comments, and input provided by fellow Council members. The areas outlined in previous memorandums provided by Williams & Works, and the information presented in this memorandum provide a basis for this recommendation. At this time, the recommendation to the City Council is to approve the final site condominium plan, subject to the conditions outlined in both Resolution 19-2024 and 20-2024. We anticipate, and this recommendation also is contingent upon, the Council concurrently at the August 19, 2024, meeting having adopted a resolution approving the vacation of the Pleasant Street Right of Way, as required by MCL 560.226(c), and assumes that the applicant will complete the legal process related to the plat vacation following Council's approval. The City Council's consideration of the approval of the final condominium plan is the applicant's last stop for approval from the City's public bodies.

The City Council will make two separate motions, as outlined below:

**SUGGESTED MOTION (Vacation of the Pleasant Street ROW)**

*I move to [approve / approve with conditions / deny / table] the request made by KRE West Centre, LLC. to adopt Resolution 19-2024, which outlines the background, requirements and conditions associated with the approval for the vacation of the Pleasant Street Right of Way.*

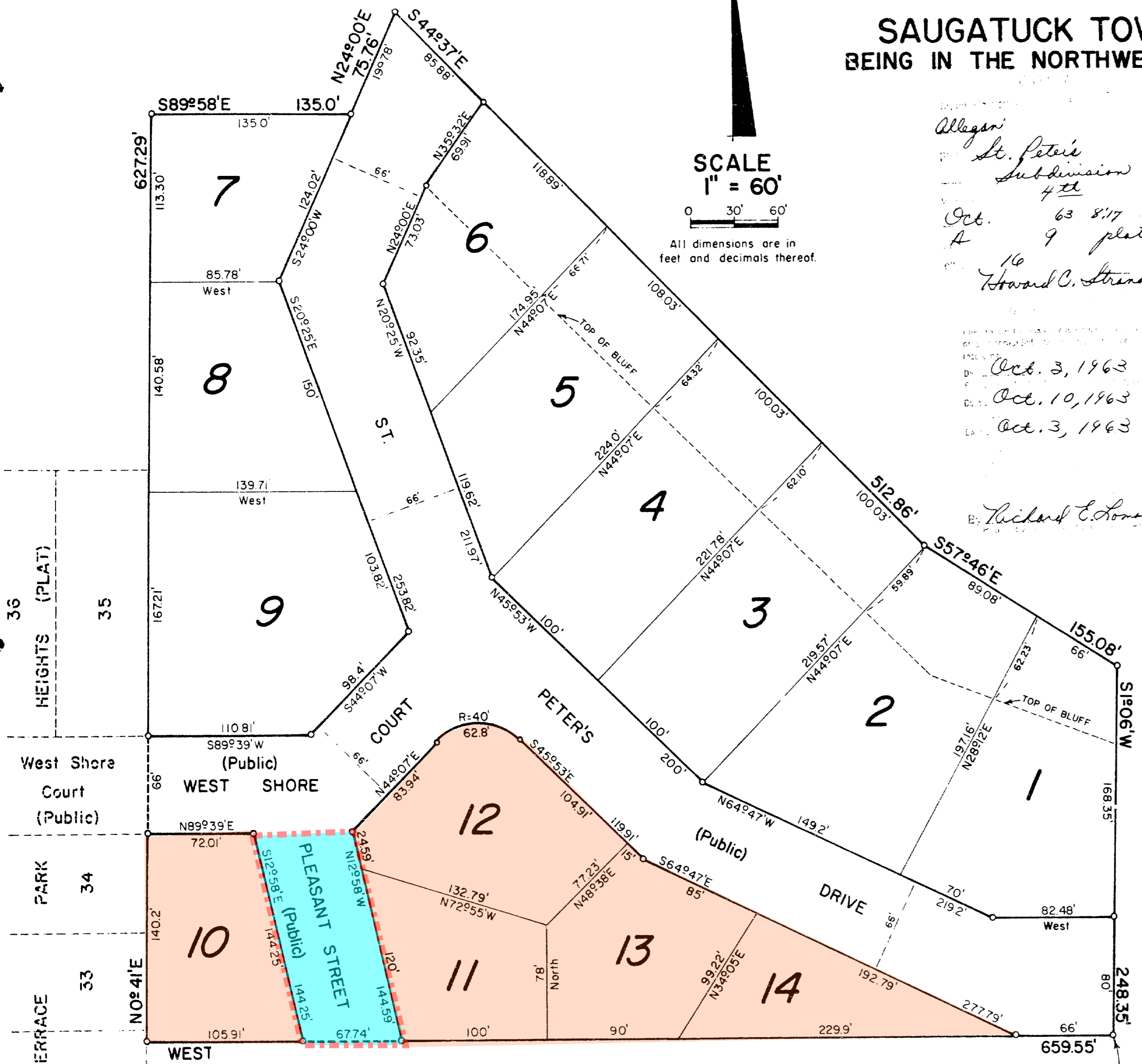
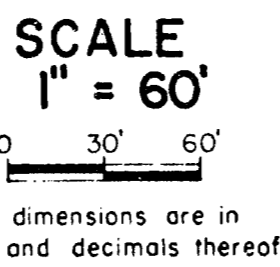
**SUGGESTED MOTION (Site Condominium Approval)**

*I move to [approve / approve with conditions / deny / table] the site plan and 19-unit site condominium development which meets the requirements of Section 16.24 of the City of the Village of Douglas Zoning Ordinance, submitted by KRE West Centre, LLC. per the plan set provided by Callen Engineering, dated January 8, 2024 and based on the findings in the memorandum dated August 12, 2024, and the Williams & Works memorandum dated February 1, 2024, subject to the conditions outlined in Resolution 20-2024.*

# ST. PETER'S SUBDIVISION VILLAGE OF DOUGLAS

## SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

BEING IN THE NORTHWEST 1/4 OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST



*Allagan*  
St. Peter's  
Subdivision  
4<sup>th</sup>  
Oct. 63 8:17  
A 9 plates  
10  
Howard C. Strandt

Oct. 3, 1963  
Oct. 10, 1963  
Oct. 3, 1963

*Richard C. Loney*

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE MOST REVEREND ALLEN J. BABCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS, MICHIGAN OWNER IN TRUST FOR ST. PETER'S CHURCH DOUGLAS, MICHIGAN, AS PROPRIETOR, HAVE CAUSED THE LAND EMBRACED IN THE ANNEXED PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS ST. PETER'S SUBDIVISION, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, BEING IN THE NORTHWEST 1/4 OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, AND THAT WEST SHORE COURT, PLEASANT STREET AND ST. PETER'S DRIVE AS SHOWN ON SAID PLAT ARE PUBLIC. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

*Mary C. Drozdowski*  
MARY C. DROZDOWSKA  
WITNESS

*Alice A. Savage*  
ALICE A. SAVAGE  
STATE OF MICHIGAN  
COUNTY OF KENT  
WITNESS

*Allen J. Babcock*  
ALLEN J. BABCOCK (L.S.)  
THE MOST REVEREND ALLEN J. BABCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS.

**ACKNOWLEDGMENT**

ON THIS 3<sup>rd</sup> DAY OF October, A.D. 1963 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED MOST REVEREND ALLEN J. BABCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS, MICHIGAN OWNER IN TRUST FOR ST. PETER'S CHURCH DOUGLAS, MICHIGAN, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE DEDICATION AND ACKNOWLEDGED THE SAME TO BE THEIR FREE ACT AND DEED.

JAMES FELLOWS  
Notary Public, Kent County, Michigan  
My Commission Expires July 9, 1966

*James L. Fellows*  
JAMES L. FELLOWS  
NOTARY PUBLIC

**DESCRIPTION OF LAND PLATTED**

THE LAND EMBRACED IN THE ANNEXED PLAT OF ST. PETER'S SUBDIVISION, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, BEING IN THE NORTHWEST 1/4 OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING 659.83- FEET NORTH AND 1326.93- FEET EAST OF THE WEST 1/4-POST OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, THENCE WEST 659.55- FEET, THENCE N0°-41'E 627.29- FEET, THENCE S89°-58'E 135.0- FEET, THENCE N24°-00'E 75.76- FEET, THENCE S44°-37'E 512.86- FEET, THENCE S57°-46'E 155.08- FEET, THENCE S1°-06'W 248.35- FEET TO PLACE OF BEGINNING, BEING 14 LOTS NUMBERED 1 THRU 14 INCLUSIVE.

**CERTIFICATE OF MUNICIPAL APPROVAL**

THIS PLAT WAS APPROVED BY THE VILLAGE COUNCIL OF DOUGLAS OF SAUGATUCK TOWNSHIP AT A MEETING HELD June 3, 1963, 1963, AND IS IN COMPLIANCE WITH SECTION 19A AND THAT THE WIDTH OF LOTS CONFORMS WITH REQUIREMENTS OF SECTION 30, ACT 172 OF 1929, AS AMENDED.

*Howard C. Schultz*  
HOWARD C. SCHULTZ  
CLERK

**COUNTY TREASURER'S CERTIFICATE RELATING TO TAXES**

(Sec. 135, Act 206, 1893, AS AMENDED -- SEC. 211, 135, C.L. 1948)  
OFFICE OF COUNTY TREASURER, ALLEGAN COUNTY.  
I HEREBY CERTIFY, THAT THERE ARE NO TAX LIENS OR TITLES HELD BY THE STATE ON LANDS DESCRIBED HEREON AND THAT THERE ARE NO TAX LIENS OR TITLES HELD BY INDIVIDUALS ON SAID LANDS FOR THE FIVE YEARS PRECEDING THE 2<sup>nd</sup> DAY OF October, 1963, AND THAT THE TAXES FOR SAID PERIOD OF FIVE YEARS ARE PAID AS SHOWN BY THE RECORDS OF THIS OFFICE.

*Eva M. Colvin*  
EVA M. COLVIN  
COUNTY TREASURER

**CERTIFICATE OF APPROVAL BY COUNTY BOARD**

THIS PLAT WAS APPROVED ON THE 3<sup>rd</sup> DAY OF October, 1963, BY THE ALLEGAN COUNTY BOARD.

*Howard C. Strandt*  
HOWARD C. STRANDT, REGISTER OF DEEDS

*James Boyce*  
JAMES BOYCE, COUNTY TREASURER

*Esther Warner Hettinger*  
ESTHER WARNER HETTINGER, COUNTY CLERK

*Oscar Zimmerman*  
OSCAR ZIMMERMAN, DRAIN COMMISSIONER

**ATTORNEY'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE LAND ENCLOSED IN THIS PLAT FROM GOVERNMENT GRANT TO 8:00 a.m. on July 10, 1963, AND FIND NO OUTSTANDING INTERESTS INCLUDING MINERAL RIGHTS OTHER THAN BY THE PROPRIETOR WHO HAS EXECUTED THE DEDICATION HEREON.

*John B. Nahan*  
JOHN B. NAHAN  
ATTORNEY

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT HEREON DELINEATED IS A CORRECT ONE AND THAT PERMANENT METAL MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND 36-INCHES IN LENGTH, ENCASED IN A CONCRETE CYLINDER AT LEAST 4-INCHES IN DIAMETER AND 36-INCHES IN DEPTH HAVE BEEN PLACED AT POINTS MARKED THUS (o) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE LAND PLATTED.

*Donald A. Ratekin*  
DONALD A. RATEKIN, REGISTERED CIVIL ENGINEER  
MICHIGAN REGISTRATION NUMBER 8781

PLACE OF BEGINNING:  
659.83'N & 1326.93'E OF  
W1/4-POST OF SECTION  
16, T3N, R16W.

45968

# Plans approved by the Allegan County Drain Commission

**LINE TYPE LEGEND**

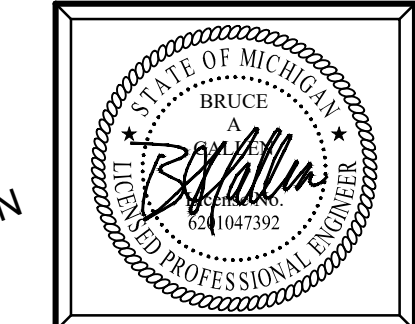
— W — W — W —	EX. WATER UTILITY LINE
— G — G — G —	EX. GAS UTILITY LINE
— ST — ST — ST —	EX. STORM UTILITY LINE
— SS — SS — SS —	EX. SANITARY UTILITY LINE
— OH — OH — OH —	EX. OVERHEAD UTILITY LINE
— — — — —	PROP. STORM SEWER
— — — — —	PROP. SANITARY SEWER
— — — — —	PROP. WATERMAIN



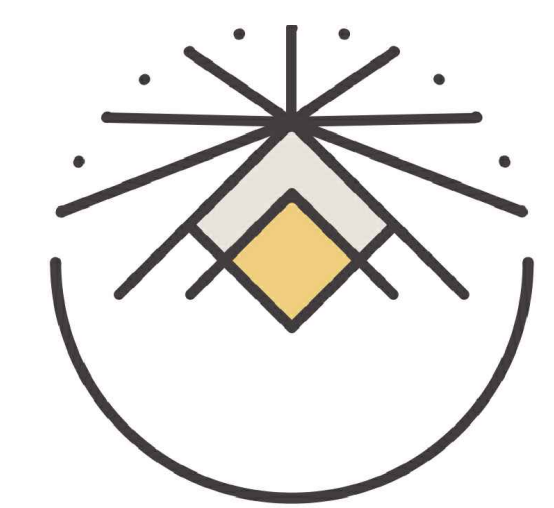
Know what's below.  
Call before you dig.

PRELIMINARY - NOT FOR CONSTRUCTION

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



Plan Prepared By:  
Bruce A. Callen, PE  
Callen Engineering, Inc.  
108 E. Savidge St.  
Spring Lake, Michigan 49456  
Tel: 616-414-5260  
email: bcallen@callenengineering.com



Prepared for:  
**KRE West Centre LLC**  
PO BOX 574  
Douglas, MI 49406  
t.269.420.5156

**GENERAL NOTES**

THE PROJECT INCLUDES CONSTRUCTION OF A NEW RESIDENTIAL NEIGHBORHOOD COMPRISED OF NINETEEN (19) SINGLE-FAMILY UNITS RANGING BETWEEN 0.18 AND 0.23 ACRES. FOURTEEN (14) OF THE NEW LOTS WILL FRONT A NEW 66-FT WIDE PUBLIC STREET RIGHT-OF-WAY MEETING THE REQUIREMENTS OF THE RELEVANT SECTIONS OF THE CITY OF THE VILLAGE OF DOUGLAS (CITY) ZONING ORDINANCE. THE REMAINING LOTS SHALL FRONT ST. PETERS DRIVE.

RELATED IMPROVEMENTS INCLUDE:

- 28-FT WIDE PUBLIC STREET W/ CURB AND GUTTER
- PUBLIC SIDEWALK FRONTING ALL RESIDENTIAL LOTS, AND EXTENDING ALONG ST. PETERS DRIVE, AND CONNECTING TO FUTURE COMMERCIAL DEVELOPMENT TO THE SOUTH VIA A NATURAL PATHWAY
- PUBLIC UTILITIES (SANITARY SEWER, WATERMAIN, STORM SEWER)
- PRIVATE UTILITIES (GAS, ELECTRIC, COMMUNICATIONS)
- STREETLIGHTS
- STREET TREES
- STORMWATER DETENTION, MEETING ADCD REQUIREMENTS
- OPEN SPACE AND SELECT NATURAL AREAS, LOCATED AT THE NORTH/CENTER INTERIOR OF THE PROPERTY AND THE SOUTHEAST CORNER OF THE SITE, WHICH ARE INTENDED TO REMAIN OPEN SPACE TO PRESERVE EXISTING TREES AND SERVE AS A NATURAL BUFFER FOR THE DEVELOPMENT
- ALL SIDEWALK CROSSING RESIDENTIAL DRIVEWAYS SHALL BE 6-INCH THICK.
- FUTURE DRIVEWAYS SHALL MAINTAIN MINIMUM SEPARATION DISTANCE IN ACCORDANCE WITH ZONING ORDINANCE SECTION 19.05
- MAINTAIN MINIMUM 13'6" VERTICAL CLEARANCE AT ALL DRIVEWAYS.

**LAND USE TABLE**

RESIDENTIAL LAND	3.83 ACRES
STM WATER DETENTION	0.79 ACRES
OPEN SPACE	1.09 ACRES
PUBLIC R.O.W	1.28 ACRES
BUILDABLE AREA	6.99 ACRES
UNIT DENSITY	2.71 UNITS / ACRE

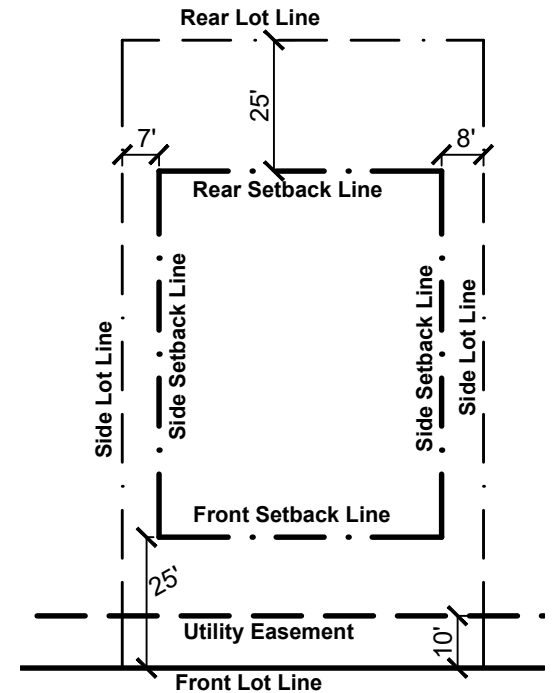
UNIT #	MBO (FT)	MFE (FT)
1	622.50	622.50
2	622.50	616.00
3	622.50	616.00
4	622.50	616.00
5	622.50	616.00
6	622.50	616.00
7	622.50	616.00
8	622.50	616.00
9	622.50	616.00
10	622.50	616.00
11	626.00	618.00
12	626.75	618.00
13	626.75	620.00
14	626.75	620.00
15	626.75	620.00
16	626.75	620.00
17	626.75	620.00
18	626.50	620.00
19	626.50	620.00

**UNIT MINIMUM FLOOR/OPENING ELEVATIONS**

MBO = MINIMUM BUILDING OPENING  
MFE = MINIMUM FLOOR ELEVATION  
ALL BUILDINGS TO INCLUDE SUMP AND DRAINAGE DISCHARGE TO REAR YARD

**STREET TREES**

SPECIES PER CITY OF DOUGLAS APPROVED TREE LIST

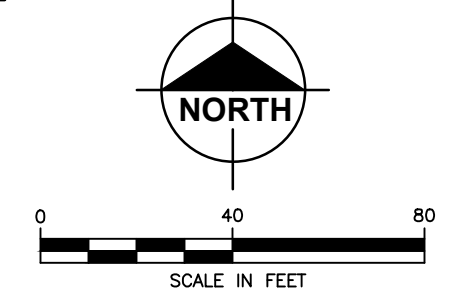
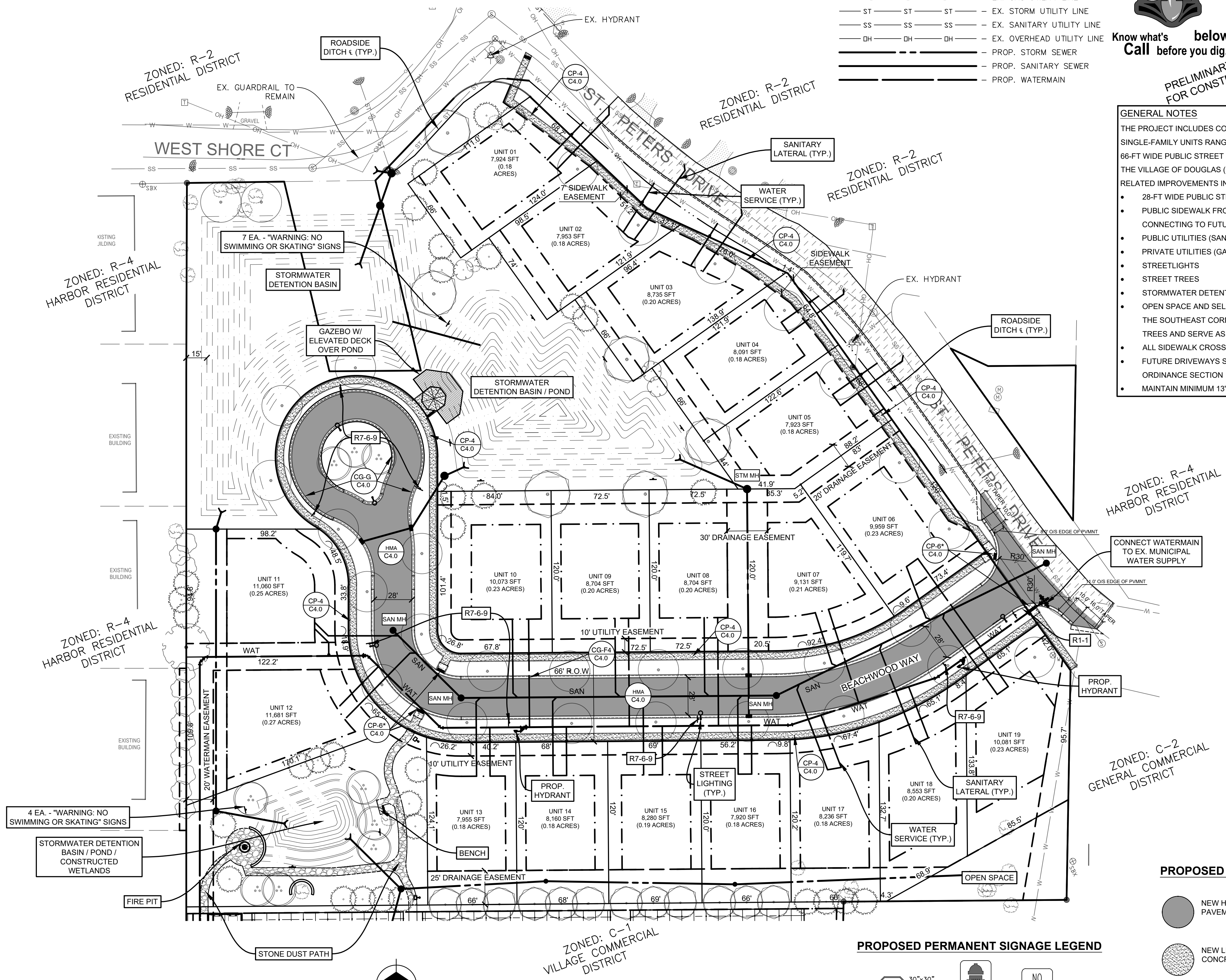


**PROPOSED FEATURES LEGEND**

- NEW HMA PAVEMENT AREA
- NEW LIGHT DUTY CONCRETE SIDEWALK AREA
- STONE DUST (DECOMPOSED GRANITE) SURFACE AREA (5,547 SFT)
- HMA 1 1/2" MILL/OVERLAY AREA

**PROPOSED PERMANENT SIGNAGE LEGEND**

- STOP R1-1
- Place at all hydrant locations R1-2
- NO PARKING FIRE LANE R7-6-9



# CENTRE COLLECTIVE

324 West Center Street  
Douglas, Michigan



Callen Engineering, Inc.  
108 East Savidge Street  
Spring Lake, MI 49456  
t.616.414.5260  
www.callenengineering.com

**SITE CONDOMINIUM PLAN**

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: AUGUST 4, 2023

DATE OF PLAN: 08-04-23

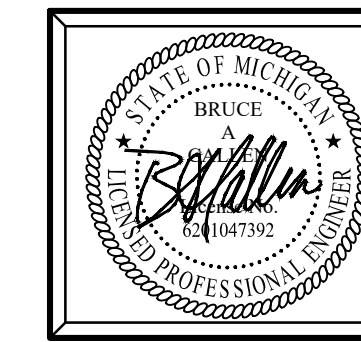
C1.0

# Plans approved by the Allegan County Drain Commission

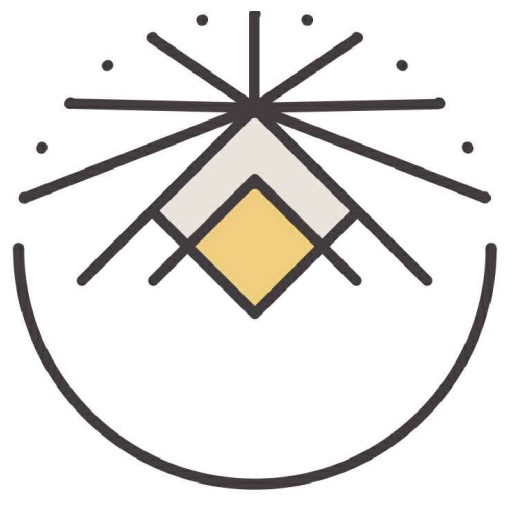


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Plan Prepared By:  
Bruce A. Callen, PE  
Callen Engineering, Inc.  
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Spring Lake, Michigan 49456  
Tel: 616-414-5260  
email: bcallen@callenengineering.com



Prepared for:  
**KRE West Centre LLC**  
PO BOX 574  
Douglas, MI 49406  
t.269.420.5156

**CENTRE COLLECTIVE**  
324 West Center Street  
Douglas, Michigan

KEY	SESC MEASURE	SYMBOL	WHERE USED
1	Seeding		When bare soil is exposed, temporarily or permanently, to erosive forces from wind and/or water on flat areas, mild slopes, grassed waterways and spillways, diversion ditches and dikes, borrow and stockpile areas, and spoil piles.
2	Mulch		On flat areas, slopes, grassed waterways and spillways, diversion ditches and dikes, borrow and stockpile areas, and spoil piles when areas are subject to raindrop impact, and erosive forces from wind or water.
4	Trees, Shrubs, Vines and Ground Cover		When bare soil or recently vegetated slopes are exposed to erosive forces from wind and/or water.
5	Perimeter Sediment Control Measures (Silt Fence, Straw Wattles, etc.)		As a temporary measure used to capture sediment from sheet flow. May also divert small volumes of sheet flow to protected outlets.
7	Storm Drain Inlet Protection		Around the entrance to a catch basin or an inlet that will capture runoff from an earth change activity.
28	Stone Construction Access		At locations where construction equipment will enter and exit the drain easement and tracking of soil is anticipated.

\*SESC MEASURES SHALL COMPLY WITH MICHIGAN ASSOCIATION OF COUNTY DRAIN COMMISSIONERS SESC MANUAL SPECIFICATIONS

### SESC NOTES

TOTAL DISTURBED AREA: 474,159 SFT (10.89 ACRES)

ADDITIONAL EROSION CONTROL MEASURES NOT SHOWN ON THE SITE PLAN MAY BE NECESSARY AS SITE WORK PROGRESSES. PERMITTEE IS RESPONSIBLE FOR ALL MEASURES NECESSARY TO PREVENT OFFSITE SEDIMENTATION.

GEOTEXTILE SILT FENCE AND ALL CATCH BASIN PROTECTION MEASURES SHALL BE PROPERLY PLACED AS SHOWN ON PLANS AND AS NEEDED TO RETAIN SOILS ONSITE. PERIODIC MAINTENANCE AND INSPECTION OF SESC MEASURES IS REQUIRED FOR PROPER EFFECTIVENESS.

STABILIZE SITE AS SOON AS POSSIBLE.

CONSTRUCTION IS ANTICIPATED TO BEGIN 2023 WITH SUBSTANTIAL SITEWORK COMPLETION NO LATER THAN 2024.

### STORM STRUCTURE SCHEDULE (THIS SHEET)

MH#1 (5' DIA) RIM = 616.81 FT  
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)  
24" INV (NW) = 611.04 FT (CONCRETE)  
12" INV (NE) = 612.54 FT (HDPE)  
24" INV (SW) = 611.18 FT (HDPE STM @ 2.50%)  
18" INV (W) = 612.50 FT (HDPE STM @ 45.00%)  
(CONSTRUCT OVER EX. STM)

MH#2 (7' DIA - CONTROLLED RATE STRUCTURE) RIM = 622.00 FT  
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)  
TOP OF WALL = 620.00"  
2" ORIFICE = 611.91' (CHANNEL PROTECTION)  
5" ORIFICE = 616.80' (FLOOD CONTROL)  
12" INV (NE) = 611.80 FT (HDPE STM @ 0.22%)  
12" INV (SW) = 611.91 FT (HDPE STM @ 0.22%)

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15	626.75	620.00
16	626.75	620.00
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### UNIT MINIMUM FLOOR/OPENING ELEVATIONS

MBO = MINIMUM BUILDING OPENING  
MFE = MINIMUM FLOOR ELEVATION  
ALL BUILDINGS TO INCLUDE SUMP AND DRAINAGE DISCHARGE TO REAR YARD

### STORM STRUCTURE NOTES

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.

STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.

MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.

ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.

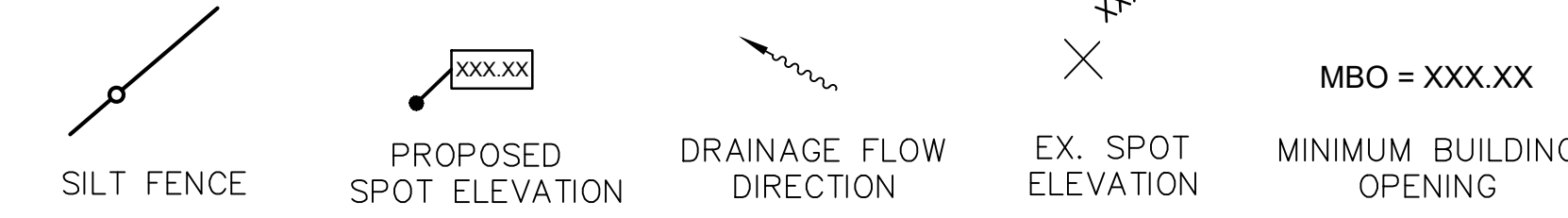
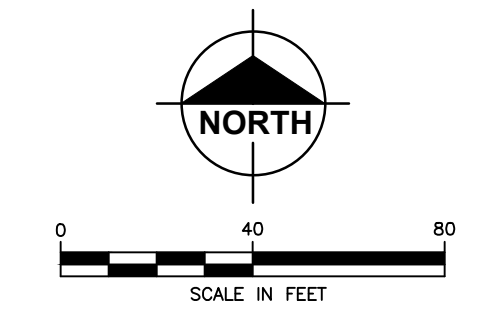
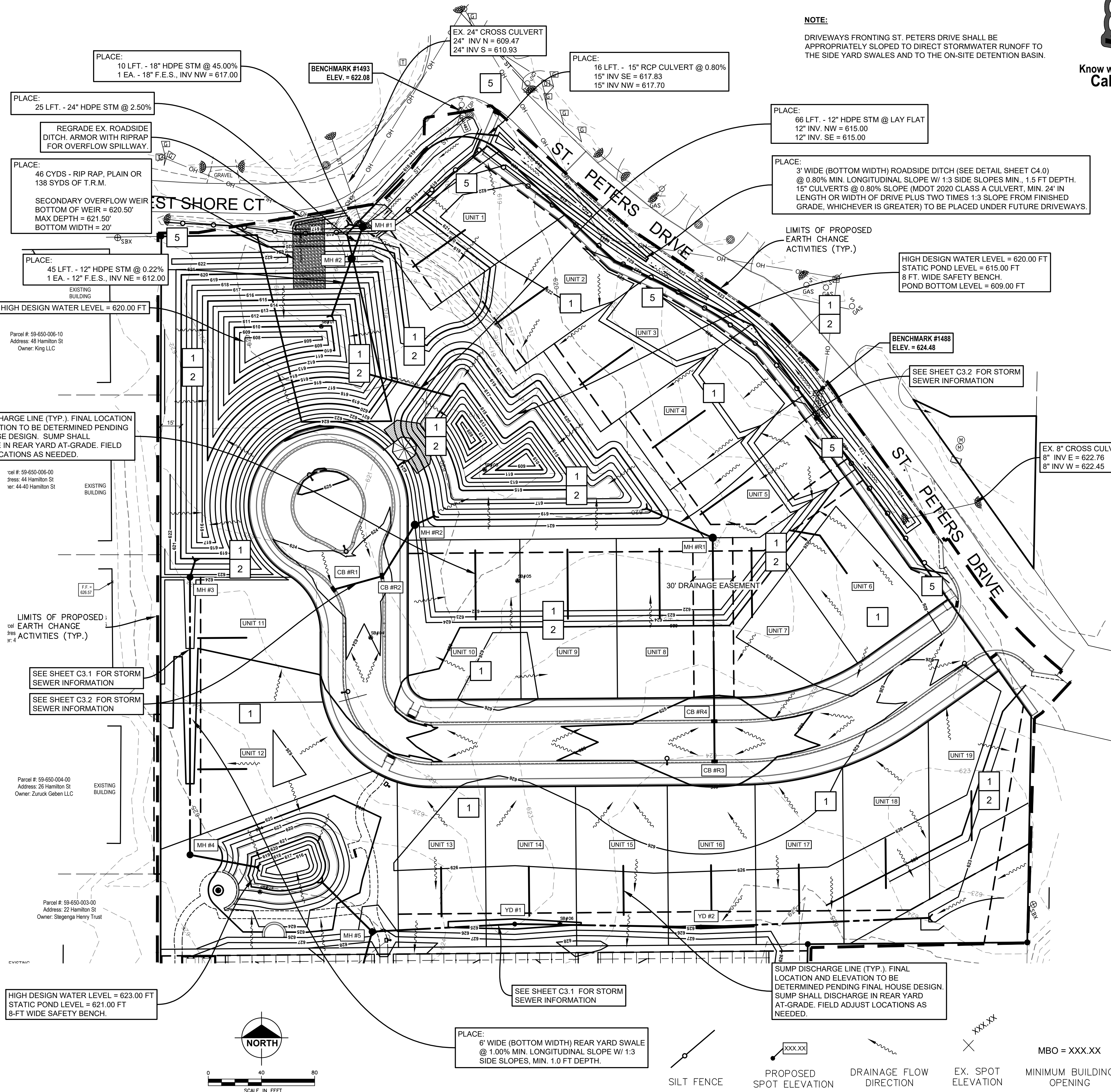
CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.

MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE.  
CATCH BASIN RIM ELEVATIONS SHALL BE SET 1 3/8" BELOW PLAN GRADE.

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

DATE OF PLAN: 08-04-23



NOTE: DRIVEWAYS FRONTING ST. PETERS DRIVE SHALL BE APPROPRIATELY SLOPED TO DIRECT STORMWATER RUNOFF TO THE SIDE YARD SWALES AND TO THE ON-SITE DETENTION BASIN.

PLACE: 10 LFT. - 18" HDPE STM @ 45.00%  
1 EA. - 18" F.E.S., INV NW = 617.00

PLACE: 25 LFT. - 24" HDPE STM @ 2.50%

REGRADE EX. ROADSIDE DITCH. ARMOR WITH RIPRAP FOR OVERFLOW SPILLWAY.

PLACE: 46 CYDS - RIP RAP, PLAIN OR 138 SYDS OF T.R.M.  
SECONDARY OVERFLOW WEIR  
BOTTOM OF WEIR = 620.50'  
MAX DEPTH = 621.50'  
BOTTOM WIDTH = 20'

PLACE: 45 LFT. - 12" HDPE STM @ 0.22%  
1 EA. - 12" F.E.S., INV NE = 612.00

HIGH DESIGN WATER LEVEL = 620.00 FT

Parcel # 59-650-006-10  
Address: 48 Hamilton St  
Owner: King LLC

SUMP DISCHARGE LINE (TYP.). FINAL LOCATION AND ELEVATION TO BE DETERMINED PENDING FINAL HOUSE DESIGN. SUMP SHALL DISCHARGE IN REAR YARD AT-GRADE. FIELD ADJUST LOCATIONS AS NEEDED.

Parcel # 59-650-006-00  
Address: 44 Hamilton St  
Owner: 44-40 Hamilton St

LIMITS OF PROPOSED EARTH CHANGE ACTIVITIES (TYP.)

SEE SHEET C3.1 FOR STORM SEWER INFORMATION

SEE SHEET C3.2 FOR STORM SEWER INFORMATION

Parcel # 59-650-004-00  
Address: 26 Hamilton St  
Owner: Zuruck Geben LLC

Parcel # 59-650-003-00  
Address: 22 Hamilton St  
Owner: Stegenga Henry Trust

HIGH DESIGN WATER LEVEL = 623.00 FT  
STATIC POND LEVEL = 621.00 FT  
8-FT WIDE SAFETY BENCH.

SEE SHEET C3.1 FOR STORM SEWER INFORMATION

SUMP DISCHARGE LINE (TYP.). FINAL LOCATION AND ELEVATION TO BE DETERMINED PENDING FINAL HOUSE DESIGN. SUMP SHALL DISCHARGE IN REAR YARD AT-GRADE. FIELD ADJUST LOCATIONS AS NEEDED.

PLACE: 6' WIDE (BOTTOM WIDTH) REAR YARD SWALE @ 1.00% MIN. LONGITUDINAL SLOPE W/ 1:3 SIDE SLOPES, MIN. 1.0 FT DEPTH.

PLACE: EX. 24" CROSS CULVERT  
24" INV N = 609.47  
24" INV S = 610.93

PLACE: 16 LFT. - 15" RCP CULVERT @ 0.80%  
15" INV SE = 617.83  
15" INV NW = 617.70

PLACE: 66 LFT. - 12" HDPE STM @ LAY FLAT  
12" INV. NW = 615.00  
12" INV. SE = 615.00

PLACE: 3' WIDE (BOTTOM WIDTH) ROADSIDE DITCH (SEE DETAIL SHEET C4.0) @ 0.80% MIN. LONGITUDINAL SLOPE W/ 1:3 SIDE SLOPES MIN., 1.5 FT DEPTH. 15" CULVERTS @ 0.80% SLOPE (MDOT 2020 CLASS A CULVERT, MIN. 24" IN LENGTH OR WIDTH OF DRIVE PLUS TWO TIMES 1:3 SLOPE FROM FINISHED GRADE, WHICHEVER IS GREATER) TO BE PLACED UNDER FUTURE DRIVEWAYS.

LIMITS OF PROPOSED EARTH CHANGE ACTIVITIES (TYP.)

HIGH DESIGN WATER LEVEL = 620.00 FT  
STATIC POND LEVEL = 615.00 FT  
8 FT. WIDE SAFETY BENCH.  
POND BOTTOM LEVEL = 609.00 FT

BENCHMARK #1483  
ELEV. = 622.08

BENCHMARK #1488  
ELEV. = 624.48

SEE SHEET C3.2 FOR STORM SEWER INFORMATION

EX. 8" CROSS CULVERT  
8" INV E = 622.76  
8" INV W = 622.45

30' DRAINAGE EASEMENT

UNIT # 1 through 19

MH #1 through #5

CB #R1 through #4

YD #1 through #2

Parcel # 59-650-000-10  
Address: 48 Hamilton St  
Owner: King LLC



# ALLEGAN COUNTY DRAIN COMMISSIONER

DENISE MEDEMAR  
Drain Commissioner

CAROLYNN PARNELL  
Chief Deputy

January 10, 2024

Mr. Bruce Callen  
Callen Engineering, Inc.  
108 East Savidge Street  
Spring Lake, MI 49456

RE: Centre Collective Site Condo and Multi-Use Commercial Construction – Plan Review  
City of Douglas

Upon the recommendation of our reviewing engineer, the Allegan County Drain Commissioner (ACDC) hereby grants construction plan approval for the above referenced project as described in the documents submitted by your office dated August 10, 2023.

As a condition of approval, please reference the comments from our reviewing engineer, Ken Bosma, P.E., Prein & Newhof, Inc. in his letter dated August 14, 2023 (copy attached).

ACDC approval of the construction plans are granted with the understanding that the items outlined in number 6) Easement documents will need to be executed. ACDC's attorney will prepare the 433 and easement documents; your firm will prepare any needed exhibits and provide title work. 7) Construction records and certification from the engineer that the site was constructed per the approved drawings and all fees are to be paid including but not limited to the recording fees, 433 deposit, engineer and attorney fees before final approval by ACDC for the project. Lastly, an on-site inspection by ACDC staff at completion will be required to ensure the site drainage was built per our reviewing engineer's approval. A final approval letter from ACDC will follow the above-mentioned site inspection.

If you have any questions, please contact me at (269) 673-0440.

Sincerely,

Denise Medemar  
Allegan County Drain Commissioner

BS/bs

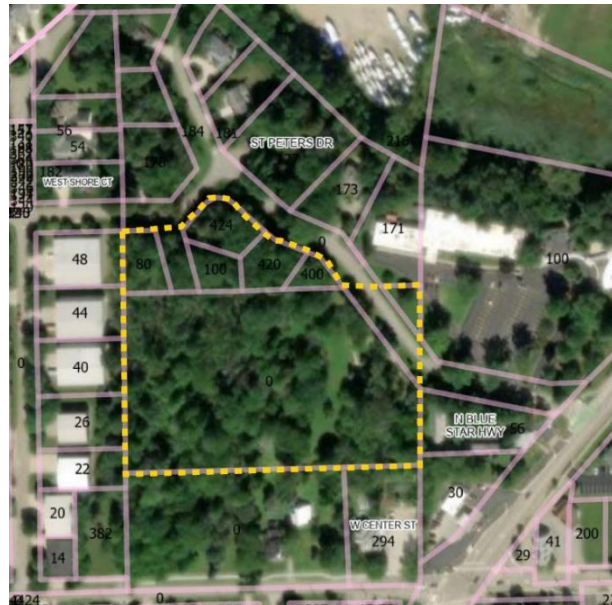
CC: Ms. Jenny Pearson, City of Douglas  
Ms. Tricia Anderson, W & W – City Planner  
Ken Bosma P.E., Prein & Newhof

## MEMORANDUM

**To:** City of The Village of Douglas City Council  
**Date:** February 1, 2024  
**From:** Tricia Anderson, AICP  
**RE:** Centre Collective - Final Site Condominium Review

Mr. Jeff Kerr, of Kerr Real Estate has applied for final site condominium review by the City Council for a residential site condominium that, if approved, would consist of 19 single-family condominium units. The project site is generally located on the west side of St. Peters Drive at Westshore Street. The current zoning of the subject site is R-4, Harbor Residential, which allows single-family homes by right. The following improvements are proposed as part of the oval project:

- 19 single-family condo units ranging from 7,920 square to 11,681 square feet in area
- Public street connecting St. Peters Drive and ending in a cul-de-sac containing a landscaped island.
- Sidewalks along the frontage of St. Peters, on both sides of internal streets, and a pedestrian path along the frontage of Westshore Street.
- Street trees, located on individual units (outside the ROW) to avoid potential root system conflict with utility infrastructure.
- Stormwater management facilities and infrastructure in the northwest corner of the site.
- Public water and sanitary sewer.



LAND USE TABLE		
TOTAL LAND AREA	7.16	ACRES
STM WATER DETENTION / STEEP SLOPES	1.53	ACRES
OPEN SPACE	0.65	ACRES
PUBLIC R.O.W	1.15	ACRES
SENSITIVE AREAS	0.00	ACRES
RESIDENTIAL UNITS 1-19	3.83	ACRES
BUILDABLE AREA = RES UNITS + OPEN SPACE	4.48	ACRES
UNIT DENSITY	4.24 UNITS / ACRE	

- Gazebo and elevated deck to overlook ponds.
- Gathering space, bench, and fire pit area in the southwest corner of the subject site.
- Stone dust path (confirmed to be ADA compliant per applicant) which connects the site condo to the gathering spaces in the southwest corner of the site and the mixed-use development to the south.

The purpose of this memorandum is to provide the City Council with the following information related to this proposed site condo:

1. History of the project since the initial application.
2. Background information related to the Planning Commission's review and recommendation of the preliminary condo plan and associated conditions.
3. Procedural information as it relates to the City Council's role in the approval process and the standards of approval for final condominium plans.
4. Our analysis of the standards for final condominium plan approval.
5. A recommendation for the February 5<sup>th</sup> City Council meeting as it relates to taking action on the request.

**History and Background.** The proposed site condo project has been working its way through the City's procedural steps since 2021. Since its original application date, the development plan for this residential condominium development has changed on several occasions. The following timeline demonstrates its history since the initial application submittal:

- ▷ First proposed as a Planned Unit Development (PUD) in 2021 as a mixed-use development that included frontage on Center St.
- ▷ May, 2021: The northern portion of the formerly proposed mixed-use development was rezoned from R-2 to R-4, Harbor Residential for the purpose of a by-right residential condo development.
- ▷ September 21, 2022: The preliminary residential site condo plan came before the Planning Commission, seeking site plan review and a favorable recommendation to the City Council for the approval of the final site condo plan. This item was tabled due to deficiencies in the site plan.
- ▷ December 8, 2022: The preliminary residential site condo plan returned to the Planning Commission and was given a favorable recommendation for the approval of the final site condo plan with conditions.
- ▷ May 11, 2023: The applicant reconfigured the street layout and removed the road connection to Westshore Drive. This road connection would have utilized an existing platted road right-of-way. The changes to the development plan also included a relocation of the stormwater management facilities, that were now proposed in the



platted Pleasant St. right of way. The applicant was made aware at this time, that this configuration may pose some challenges due to the right of way and the need for it to be vacated in order for the stormwater management facilities to be located there.

- ▷ Between May 11, 2023 and December 14, 2023, the applicant and his team had been working to satisfy the conditions that the Planning Commission attached to its recommendation. These items include the following:
  - Approval of stormwater management design by the Allegan County Drain Commission
  - Revising the master deed to reflect changes pointed out by the City Attorney and City Engineer
  - Revisions to the site plan to incorporate the conditions related to landscaping, fire requirements and engineering
  - Working with the City Attorney on the requirements outlined in the Land Division Act regarding the vacation of the platted roadway and replat of the St. Peters Subdivision Plat
- ▷ On December 14, 2023, the applicant returned to the Planning Commission for review of another change to the development plan that involved the addition of land area that was not previously included in the condo area and the addition of a pedestrian pathway and boardwalk along the subject site's frontage on Westshore Drive. This change, like the others, required a new recommendation from Planning Commission to the City Council, as the Zoning Ordinance requires that the final condo plan that Council reviews is essentially identical, with the exception of any changes required as conditions, as the preliminary plan that the Planning Commission made their recommendation on.

At this December 14, 2023 meeting, the Planning Commission forwarded a favorable recommendation for the approval of the final condo plan to the City Council, subject to the following conditions:

1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.
2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.
3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters.

4. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.
5. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23.
6. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.
7. Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.
8. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by City Engineer.
9. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney.
10. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
11. The applicant shall provide an updated ALTA survey which provides assurance that Section 24.02(2) is met, prior to the issuance of a zoning permit.
12. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to the Council review of the final condominium plan.
13. The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St. Peters Drive.

14. The applicant shall engage a licensed structural engineer to review and approve the design details of the boardwalk and provide a copy of the report to the City, before any construction of the pathways.

15. The applicant shall bring his escrow account into good standing per the Escrow Policy adopted by the City Council in Resolution 01-2023, prior to any further review of the proposed condo development, and prior to the City Council's consideration of the final site condominium plan and proposed plat vacation of the Pleasant Street Right of Way.

16. The applicant shall draft an easement agreement for the pedestrian pathways for review by the City Attorney, prior to the City Council's consideration of the final condominium plan.

The City Council will note that the items that are highlighted are required to be addressed prior to its review of the final site condominium plan. Items highlighted in blue have been addressed in the submittal before Council:

- #2 – Drain Commission acceptance of stormwater design: The ACDC has provided a letter of approval which is included in your packet.
- #12 – Landscaping Plan: The plan set last revision dated 1/8/2024 contains the landscaping plan which depicts the proposed pedestrian pathway along Westshore Street.
- #15 – Escrow Account: As of February 1, 2024, the applicant's escrow account is in good standing.
- #16 – Draft easement agreement for pedestrian pathways: This has been submitted and reviewed by the City Attorney who made a few recommendations for revisions. Revisions were made accordingly by the applicant. While the agreement is not yet in final form, it is included in your packet.

The remaining item is #9:

The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney.

This condition has not been fully addressed. As stated in the condition, the procedure that must be followed to vacate the platted roadway is provided in the Land Division Act (Act 288 of 1967). The section that outlines this procedure is provided below:

**560.104 Replats; requirements; vacation of original plat.**

Sec. 104. A replat of all or any part of a recorded subdivision plat may not be approved or recorded unless proper court action has been taken to vacate the original plat or the specific part thereof, with the following exceptions:

(a) When all the owners of lots which are to be part of the replat agree in writing thereto and record the agreement with the register of deeds, and proof that notice to the abutting property owners has been given by certified mail and the governing body of the municipality in which the land included in the recorded plat is situated, has adopted a resolution or other legislative enactment vacating all areas dedicated to public use within the proposed replat.

(b) Assessors plats made, approved and recorded as provided for in sections 201 to 213.

(c) Urban renewal plats authorized by the governing body of a municipality, as provided in Act No. 344 of the Public Acts of 1945, as amended. Roads, streets, alleys and other public places shall be vacated in accordance with the provisions of law.

The area highlighted in pink provides for the procedure in which the City had understood the applicant was planning to follow in an effort to proceed with a replat as of the December 14, 2024 Planning Commission meeting. Thus, the condition was written with the words “concurrently or prior to” with the presumption that the applicant planned to petition the City Council with the request to vacate the Pleasant St. ROW. The condition was intended to reflect the step of the Council adopting a resolution to vacate the public use within the plat (Pleasant St. ROW) and that it *may* be done concurrently with its review of the final condominium plan.

On January 30, 2024, the City received a copy of the complaint that the applicant’s attorney indicates was filed in Allegan County Circuit Court. The document was dated January 25, 2024, and was not stamped by the Allegan County Circuit Court. The implications of the voluntary switch from the procedure highlighted in pink to the procedure outlined in a separate section of the Land Division Act (see Section 560.226 below) are detailed in the City Attorney’s memorandum, which is subject to attorney-client privilege.

**560.226 Trial and hearing; order to vacate, correct, or revise recorded plat; exceptions; plat recording resulting in loss of public access to lake or stream; reservation of easement; operation and maintenance of property by state or local unit; effect of noncompliance with subsection (4); closure of road ending; proceedings.**

Sec. 226. (1) Upon trial and hearing of the action, the court may order a recorded plat or any part of it to be vacated, corrected, or revised, with the following exceptions:

(a) A part of a state highway or federal aid road shall not be vacated, corrected, or revised except by the state transportation department.

(b) A part of a county road shall not be vacated, corrected, or revised except by the county road commission having jurisdiction pursuant to chapter IV of Act No. 283 of the Public Acts of 1909, being sections 224.1 to 224.32 of the Michigan Compiled Laws.

(c) A part of a street or alley under the jurisdiction of a city, village, or township and a part of any public walkway, park, or public square or any other land dedicated to the public for purposes other than pedestrian or vehicular travel shall not be vacated, corrected, or revised under this section except by both a resolution or other legislative enactment duly adopted by the governing body of the municipality and by court order. However, neither this section nor any other section shall limit or restrict the right of a municipality under sections 256 and 257 to vacate the whole or any part of a street, alley, or other land dedicated to the use of the public.

At this time, we are recommending that the City Council NOT take any action on the final site condominium plan for reasons outlined in the City Attorney's memorandum, and our summary of findings listed in a suggested motion. We have determined that the applicant's submission is complete enough for him to present the project at the upcoming Council meeting, however, the legal items that have not been addressed to the satisfaction of the City Attorney, are cause for the strong recommendation to Council to not take any action.

The remainder of this memorandum will serve the purpose of providing the Council with procedural information and our analysis of the standards of approval as outlined in Section 16.24(7) of the Zoning Ordinance as it relates to the City Council's review of the final site condominium plan.

**Procedure.** Article 24, Site Plan Review, Section 24.01, requires all site condominiums, condominium projects, and condominium subdivisions developed pursuant to the Condominium Act (MCLA 559.101 et seq) to meet the requirements of site plan approval. City Council does not normally review basic site plans unless site plan review requirements must be met in conjunction with a condominium development or other type of development requiring Council action. Article 16, General Provisions, provides the requirements for condominium projects. Procedures for the City staff, Planning Commission and City Council are outlined in this section. The Planning Commission makes a recommendation on the preliminary condominium plan if the site plan approval standards and the standards outlined in Section 16.24 for condominium approvals are met or can be met upon certain conditions. As noted above, the Planning Commission forwarded a *favorable* recommendation to the City Council, subject to the conditions listed. The City Council is now tasked with considering approval, approval with conditions, denial, or postponement of action on the final condominium plan.

**Section 16.24(7) Standards for Condominium Approval:** As you may recall, Section 16.24(7) contains the review standards that apply to the City Council's review of a final site condominium plan. The approval of the final condo plan shall not be granted unless all standards are met. These standards are below.

- a. *The plan shall satisfy the standards and requirements for site plan approval in Article 24 of this Ordinance, except that if the condominium project is proposed as a Planned Unit Development, subparagraph (b) shall apply, rather than this subparagraph (a).*

**Remarks:** The site plan will be approved upon completion of all conditions in the Planning Commission's recommendation.

- b. *If the condominium project is proposed as a Planned unit development, the plan shall satisfy the standards and requirements for approval in Article 27 of this Ordinance.*

**Remarks:** Not Applicable

- c. *The proposed common elements and maintenance provisions, use and occupancy restrictions, utility systems and streets, project layouts and design, or other aspects of the proposed project, shall comply with all requirements of the Condominium Act or other applicable laws, ordinances or regulations. The Zoning Administrator, City Planner, City Attorney, City Engineer, City Fire Chief, Kalamazoo Lake Sewer and Water Authority, Allegan County Drain Commission or other appropriate persons shall be consulted as necessary to make this determination.*

**Remarks:** The applicable provisions of the Land Division Act have not yet been met. Additionally, the St. Peter's Subdivision Plan contains deed restrictions which, if not properly lifted, are still in effect today. Because of this, this standard is not met at this time, as the current layout of the proposed condominium subdivision does not meet the deed restrictions related to dimensional requirements. The deed restrictions associated with this plat have been included in this packet. The City Attorney has the authority to determine the extent to which the application complies with all applicable laws.

- d. *Each condominium building shall comply with all applicable provisions of this Ordinance, including, but not limited to, minimum lot area, minimum lot width, required front, side and rear yards, and maximum building height and other minimum provisions of the applicable zone district; provided, however, that if a condominium building is located in a planned unit development under Article 27, the City Council, upon recommendation of the Planning Commission, may approve departures or modifications in the requirements stated in this subparagraph (d), under the terms of Section 27.4 of this Ordinance.*

**Remarks:** The proposed site condo plan meets the minimum dimensional requirements for the R-4, Harbor Residential district.

- e. *If a condominium project is proposed to have public streets, the streets shall be paved and developed to the minimum design, construction, inspection, approval, and maintenance requirements for platted public streets as required by the Allegan County Road Commission.*

**Remarks:** The conceptual design of the public roads have been reviewed by the City Engineer and Fire Department. Further review of the full

design documents will be conducted prior to construction of the roads as a condition of final site condo approval.

- f. *Private streets may be permitted to provide access to and through a condominium project, subject to the following requirements:*
  - i. *All private streets shall comply with Section 18.02 of this ordinance.*
  - ii. *Provisions in the Master Deed and Bylaws shall obligate the developer and/or owner's association to ensure that all the private streets are regularly maintained, repaired, and snowplowed so as to assure that they are safe for travel at all times. The Master Deed and/or Bylaws shall also include a provision indemnifying and holding the City harmless from any and all claims for personal injury and for property damage arising out of the failure to properly construct, maintain, repair, and replace the private streets.*

**Remarks:** Not applicable.

- g. *Each unit in the condominium project shall be provided with public utility services in accordance with City requirements.*

**Remarks:** The final condo plan meets this standard. Further review of utility design and proposed connections will be conducted prior to the installation of utilities as a condition of final site condo approval.

**Recommendation.** At the February 5, 2024 meeting, the applicant will present the project to the City Council. Careful consideration should be given to public comments, applicant comments, and the information presented in this memorandum and the City Attorney's memorandum. We again state that our strong recommendation to the City Council at this time is to take no action. We anticipate progress with the legal process related to the plat vacation. The City Council's consideration of the approval of the final condominium plan is the applicant's last stop for approval from the City's public bodies. Thus, we want to emphasize the importance of all the boxes being checked at this stage of review.

Our findings for the recommendation to table the item are below, and also listed in a suggested motion for Council's reference:

1. The applicant proposes stormwater management facilities in an area known as the Pleasant Street ROW, which is a platted roadway (or paper street) within the Saint Peters Subdivision Plat, that he does not have ownership of at this time.

2. The portion of the subject condo property that consists of platted parcels, are currently subject to restrictive covenants relative to dimensional requirements such as lot size and setbacks that were established when the Saint Peters Subdivision was platted in 1963, that the proposed site condominium development does not meet. The applicant does not have sole authority to lift the deed restrictions without following the process outlined in the Land Division Act.
3. The applicant *appears* to be taking steps to resolve the legal issues associated with vacating the Pleasant St. ROW and the amendment to the Saint Peters Subdivision Plat, however, the City does not have reasonable assurance at this time that there would be no objections to the vacation of the Pleasant Street ROW by the other plat owners who would be named in the lawsuit if filed.
4. Additional reasons stated in the City Attorney's memorandum to the City Council dated January 31, 2024.

As always, please feel free to reach out with any questions.





**THE CITY OF THE VILLAGE OF DOUGLAS  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, FEBRUARY 05, 2024 AT 7:00 PM  
86 W CENTER ST., DOUGLAS MI**

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**MINUTES**

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1. **CALL TO ORDER:** By Mayor North

2. **ROLL CALL:** By Clerk Kasper

PRESENT

Mayor Cathy North

Councilmember Jerome Donovan

Councilmember Neal Seabert

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Fran Ray

Also Present City Manager Lisa Nocerini

City Clerk Laura Kasper

ABSENT

Councilmember John O'Malley

3. **PLEDGE OF ALLEGIANCE:** Led by Mayor North

4. **CONSENT CALENDAR**

A. Approve the Council Meeting Agenda for February 5, 2024

B. Approve the Council Regular Meeting Minutes for January 16, 2024

C. Approve Invoices in the amount of \$111,959.97

D. Special Event - Erin Go Bark People and Pet Parade

*Motion by Seabert, second by Ray, to approve the Consent Calendar of February 5, 2024. – Motion carried by unanimous roll call vote.*

5. **PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY):** Dan Urquhart stated concerns with costs of the proposed building at 415 Wiley.

6. **PUBLIC COMMUNICATION – WRITTEN:** Letter received by Councilmembers from Olaf Hubner, and on the record as part of the articles of item 8.G. for consideration.

7. **UNFINISHED BUSINESS:** None

8. **NEW BUSINESS**

- A. Root Beer Barrel Contract Addendum #1 – The purpose of this addendum is to modify section: Article II. Contract Price and Payment. This addendum amends the Contract executed on 12-6-2023 between Water Street Café, LLC and the City of Douglas. Article II, Contract Price and Payment would now include the following: With receipt of the 2024 annual \$10,000 payment the City of Douglas will install water and sewer lines to the interior of the Root Beer Barrel to connect to a sink basin. All other terms and conditions of the original Contract remain unchanged and in full force and effect. City Manager Nocerini, and Todd Martinson were present to answer Councilmembers questions.

*Motion by Seabert, second by Walker, to approve the Root Beer Barrel contract Addendum #1, allowing payment of the water and sewer renovations to be made with the 2024 annual \$10,000 payment from 505 Water Street Café, LLC. – Motion carried by unanimous roll call vote.*

- B. Root Beer Barrel Donation - The current lessee for the Root Beer Barrel, 505 Water Street Café, LLC, would like to renovate the electric at the Root Beer Barrel at their own expense as well as create additional parking. The developed donation agreement was provided in the agenda packet for consideration. City Manager Nocerini, and Todd Martinson were present to answer Councilmembers questions.

*Motion by Seabert, second by Freeman, to approve the 505 Water Street Café, LLC donation to renovate the electrical work at the Root Beer Barrel and create additional parking. – Motion carried by unanimous roll call vote.*

- C. ABM Presentation - 415 Wiley Road Project - ABM presented their proposal for the 415 Wiley property build out which included City Hall and Douglas Police Department Operations. The presentation included a process review, Wiley Building current conditions, future-proofing Douglas, and next steps. Department of Public Works offices are still being included in the project scope, however, the outer buildings in the original plan were not included in what the council will be asked to approve later in the agenda.

- D. Resolution 04-2024 - ABM Building Solutions – A Resolution authorizing the selection of ABM facility Support Services, LLC for the implementation of a design build project contingent upon the determination of funding sources, procurement process and financing, with the amount of the Project value of \$7,799,237.

*Motion by Seabert, second by Walker, to adopt resolution 04-2024, authorizing the selection of ABM Facility Support Services, LLC for the implementation of a design build project, contingent upon determination of funding sources, procurement process and financing. – Motion failed by majority roll call vote. Voting Yea: Seabert. Voting Nay: Donovan, Freeman, North, Ray, Walker*

- E. Lead Service Verification (Potholing) – Per the State of Michigan mandate requiring the identifying of water service line materials, a Request for Proposal (RFP) was advertised for lead service material verification outside on each side of the curb box which is the shut off valve for the water service. The scope of work includes potholing which is an excavation process that uses vacuum suction and water jets to dig precision holes around a buried service line. This will be done to verify the water service line material underground. The contract award will be funded by the Drinking Water Asset Management (DWAM) grant. \$171,900 was estimated for this scope of work.

*Motion by Seabert, second by Freeman, to award Plummers Environmental Services the contract for lead service verification for the amount of \$84,713.00. – Motion carried by unanimous roll call vote.*

- F. Ordinance 01-2024 - Ordinance to sell 6825 W Wiley Road - Second Reading - Public Hearing (L. Nocerini)

*Motion by Seabert, second by Ray, to open the Public Hearing for Ordinance 01-2024, Ordinance to sell 6825 W Wiley Road. – Motion carried by unanimous roll call vote.*

1. Administration Comments – City Manager Nocerini and Planning and Zoning Administrator Tricia Anderson with Williams & Works gave a brief background on the property, which was annexed from Saugatuck Township, and does not currently show on the Douglas City Zoning map. The clarification of the zoning was not presently known but seemed to resemble residential R2, but with Council direction could be changed to R5 to allow for more uses. It was noted that the 2016 Master Plan designates the parcel as compact residential.

2. Public Comments – Matt Balmer mentioned discussing the property with Tricia Anderson in the past but stated that the zoning should be figured out before selling the property.

3. Council Comments – Seabert commented that if there is a zoning issue then it should be taken care of before this and wanted to make sure that attainable or affordable housing is preferred there. Walker mentioned concerns with rushing into selling the property and would like to look at the zoning along with attainable housing information first and would prefer to table the item. Donovan stated that the property needs to be listed to continue with moving forward first.

*Motion by Seabert, second by Donovan, to close the Public Hearing for Ordinance 01-2024, Ordinance to sell 6825 W Wiley Road. – Motion carried by unanimous roll call vote.*

Walker stated that the item should be tabled for more research into the information. City Manager Nocerini discussed the process of moving forward with an RFP following adoption. Seabert asked for the Council to have a meeting with Housing Next. Freeman mentioned the need for more information on the discussed items. Donovan made the motion to approve the Ordinance and if the item was either tabled or voted down then the entire ordinance process would start over.

*Motion by Donovan, second by Freeman, to adopt Ordinance 01-2024, declaring 6825 W Wiley Road as surplus property. – Motion failed by majority roll call vote. Voting Yea: Donovan. Voting Nay: Freeman, North, Ray, Seabert, Walker.*

- G. Centre Collective - Jeff Kerr and his attorney Steven Rypma were present and addressed Council requesting conditional approval. Planning and Zoning Administrator Tricia Anderson with Williams & Works and City Attorney David S. Keast with Plunkett Cooney gave a brief background on the item. Documents provided in the agenda packet listed the history of the project and detailed the conditions that have not been met. Additionally, the anticipated progress with the legal process related to the plat vacation, the strong recommendation to the City Council at this time was to take no action.

*Motion by Seabert, second by Walker, to table the Centre Collective Item. – Motion carried by unanimous roll call vote.*

## **9. REPORTS**

### **A. Commission/Committee/Boards**

1. Planning Commission – meeting this week
2. Kalamazoo Lake Sewer Water – budget passed
3. Downtown Development Authority – continued work with gateway
4. Kalamazoo Lake Harbor Authority – no meeting
5. Douglas Harbor Authority – no meeting
6. Douglas Brownfield Authority – joint meeting prior

- 7. Fire Board – no meeting
- 8. Community Recreation – no meeting
- 9. Playground Committee – no meeting

B. Administration Reports – City Manager Nocerini discussed holding a workshop meeting on February 20<sup>th</sup> at 5:30 pm, prior to the Council meeting, for the purpose of the 415 Wiley property discussions.

**10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES, ITEMS NOT ON AGENDA):** Andrea Johnson stated questions and concerns with parking at the Root Beer Barrel. Rene Miller questioned parking around the area of the Root Beer Barrel.

**11. COUNCIL COMMENTS:** Seabert mentioned the Master Plan Survey results. Donovan wanted to clarify the parking questions at the Barrel and felt that the 17-acres item was the first step closer in the process of getting attainable housing in the City. Walker would like to follow up with ABM and thank them for their work and would also like more clarity with affordable housing.

**12. MAYOR’S REPORT/COMMENTS:** Mayor North acknowledged ABM for doing a great job and would like to thank them. She also thanked the City Manager and City Staff for their work.

**13. ADJOURNMENT**

*Motion by Seabert, second by Freeman, to adjourn the meeting.*

Approved on this 20th day of February 2024

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Cathy North, Mayor

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Kasper, City Clerk

**Certification of Minutes**

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on February 5, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Kasper, City Clerk



## MEMORANDUM

**DATE:** AUGUST 2, 2024

**TO:** CITY OF THE VILLAGE OF DOUGLAS  
ATTN: MS. TRICIA ANDERSON, WILLIAMS & WORKS

**FROM:** BRUCE A. CALLEN, PE

**SUBJECT:** CENTRE COLLECTIVE SITE CONDOMINIUM  
FINAL SITE CONDOMINIUM

---

On behalf of KRE West Centre LLC (Mr. Jeffrey Kerr, managing member, Kerr Real Estate LLC), applicant for the above subject project, we hereby submit this plan narrative related to the Centre Collective Site Condominium project, located at the southwest corner of West Shore Court and St. Peters Drive, City of the Village of Douglas, Allegan County, Michigan.

The project includes construction of a new residential neighborhood comprised of nineteen (19) single-family units, ranging in size between 0.18 and 0.23 acres. Fourteen (14) of the new lots will front a new 66-ft wide public street right-of-way, meeting the requirements of the City of the Village of Douglas (City) zoning ordinance. The five remaining lots (1 through 5) will front St. Peters Drive.

Related improvements include;

- 28-ft wide public street with curb and gutter
- Public sidewalk fronting all residential lots, and extending along St. Peters Drive and West Shore Court. A new elevated boardwalk is proposed along West Shore Court to provide safe pedestrian passage where site grades preclude the use and construction of traditional sidewalk.
- Public utilities (sanitary sewer, watermain, storm sewer)
- Private utilities (gas, electric, communications)
- Street lights
- Street trees
- Stormwater detention, meeting Allegan County Drain Commission requirements
- Open space and select natural areas, located at the north/center interior of the property, and the southeast corner of the property, which are intended to remain open space to preserve existing trees and serve as a natural buffer for the development. A gazebo overlooking a centrally-located pond area (incorporated into the stormwater management plan) is provided adjacent to the public cul-de-sac. A pocket park is proposed

civil engineers

108 East Savidge St.  
Spring Lake MI 49456  
616.414.5260  
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at the southwest corner of the site, with pedestrian access to the neighboring property to the south, seating area with fire pit, overlooking a water feature (incorporated into the stormwater management plan), bench seating, and pathway lighting.

Per the January 22, 2024, memorandum related to the conditions of Site Condominium approval, we resubmit the following information.

1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 04/28/2023.
  - o Per the Ken Bosma email, dated January 29, 2024, “It appears [are] other items have been addressed as we outlined in our January 2, 2024 letter”. Apart from these requirements, the developer acknowledges the Centre Collective Condominium Homeowners’ Association will maintain sidewalk fronting the development, which will be incorporated into the language of the master deed.

The outstanding items from our April 28, 2023 letter are as follows:

- a. Fire, bullet point 1. It is noted that the roadway was expanded to 28 feet for allowing parking on one side of the street. We note that on the site condominium drawings C 1.0 in the General Notes still notes 24 feet. The dimension on the same sheet in the street does show 28 feet and the cross section on C 4.0 shows 28 feet. The general note should be changed. **This was adequately addressed in the November 7, 2023 drawings submitted in December 14, 2023 PC meeting packet.**

**Adequately addressed.**

- b. General, item 4. We are not aware that the developer has indicated that the first item in the recommendations to “update the existing signal timing at Blue Star Highway & Center Street, to reflect current clearance interval standards and optimize the signal timing during both peak periods” will be addressed. **See item 3 below.**

**Adequately addressed, and described in Item 3.**

- b. Drainage & Grading. As previously noted, a review was completed on April 13, 2023 through the ACDC’s office. The developer will need to submit additional information through ACDC to complete that review. **See item 2 below.**

**Understood and agreed as described in Item 2 below.**

2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council’s review of the final condominium plan. **Construction plan approval was recommended on August 14, 2023 with the exception of that the City and developer must resolve the pond area being proposed in existing right-of-way. Final approval has not been received from ACDC for construction as payment of fees must be paid. Please note that final approval of development will not occur until after construction and items like record drawings, easements, and 433 drainage agreement is received.**

**ACDC approval was granted January 10, 2024. The applicant is of the understanding they have confirmed and paid the balance of fees. Each of the plan review comments presented by the ACDC are addressed in item one above, or pending the right-of-way vacation, which is already in progress.**

3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters. **Upon further review of the traffic impact study (TIS) completed by Fleis & Vandenbrink dated December 1, 2022, we feel that this phase of the development will provide minimal impacts to the roadway network. We would recommend that the City require an updated TIS when reviewing any additional phases of this project (i.e. the Commercial portion on Center Street). Current signal timing permits were not included in the appendix of the report, but it was suggested that the City review the existing signal timing at Blue Star Highway and Center Street to verify it meets current standards for red, yellow and pedestrian clearance intervals.**

As it relates to the signal timing, please refer to the above referenced letter from Ken Bosma, dated January 2, 2024.

4. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to issuance of a zoning permit for any of the units. **Please note that ACDC will also need to review the Master Deed language prior to recording.**

The City attorney is in possession of the most current version of the Master Deed. The applicant will submit a final version before recording.

5. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23. **Please note that this table was updated in the November 7, 2023 drawings. ACDC's final construction plan approval is based on drawings dated August 14, 2023; this table is similar to April 26, 2023 drawings. The developer will need to address why the changes were made and certify to the elevations.**

The MBO table (see previous comments) is provided in this submittal within the plan set on sheets C1.0 and C2.0. We certify to the updated plans as submitted. We acknowledge that individual homes will be constructed in accordance with the final approved MBO table.

6. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits related to utilities, construction plan review, and inspections. **Please note that this document is prepared by ACDC's attorney. Normally this is completed by ACDC after stormwater management system construction is completed. If the City wishes to have prior, exhibits and title work will need to be provided to ACDC to get the documents prepared.**

Per Ken Bosma's letter, dated January 2, 2024, the stormwater maintenance agreement is to be prepared by the ACDC's attorney, typically following construction of the stormwater management system.

- 7: Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections. **Applicable to City.**

The applicant acknowledges the requirement to pay the fees and escrows. It is the applicant's understanding the fees and escrows have been paid and the accounts are in good standing. If this is not the case, the applicant wishes to be advised as to the balance so they remain in good standing.

8. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by the City Engineer. **More information is still needed. C3.0 of the November 7, 2023 drawings does not have enough profile showing as it stops at station 4 which is well short of the cul-de-sac.**

We revised the plan to add an additional plan sheet that provides a full alignment of the roadway, including the cul-de-sac. Beachwood Way plan and profile is now provided as Sheet C3.0, and the utility and storm profiles renumbered to follow. The plans have been updated to reflect the current engineering review comments, and are provided in this submittal for review.

9. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed **concurrently or prior to the City Council's consideration of the final condominium plan** approval, or in a manner found satisfactory by the City Attorney.

A petition has been submitted to the Allegan County Circuit Court to complete the vacation. A ROW vacation application was also already submitted.

10. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.

The site plan reflects all plan review comments received by the SDFD to date. We understand there are no pending review items that remain unaddressed.

11. The applicant shall provide an updated ALTA survey which provides assurance that Section 24.02(2) is met, prior to the issuance of a zoning permit.

We acknowledge your request for an updated ALTA. An updated ALTA will be provided prior to the issuance of zoning permit(s), but after finalization of the Pleasant Street right-of-way vacation.

12. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to the Council review of the final condominium plan.

The landscape plan has been updated to reflect the proposed pedestrian walkway.



13: The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St Peters Drive. **Based on the design shown in the November 7, 2023 drawings, the construction amount is estimated at \$160,000.**

The applicant acknowledges the requirement for surety in an amount yet to be determined by the city engineer, to ensure the quality completion of the pedestrian pathway along W. Shore Court.

14: The applicant shall engage a licensed structural engineer to review and approve the design details of the boardwalk and provide a copy of the report to the City, before any construction of the pathways. **The review shall verify the loading noted on C4.1 of the November 7, 2023 is met. The structural engineer will need to sign and seal the drawings.**

The revised plan set includes the design and seal of a licensed structural engineer.

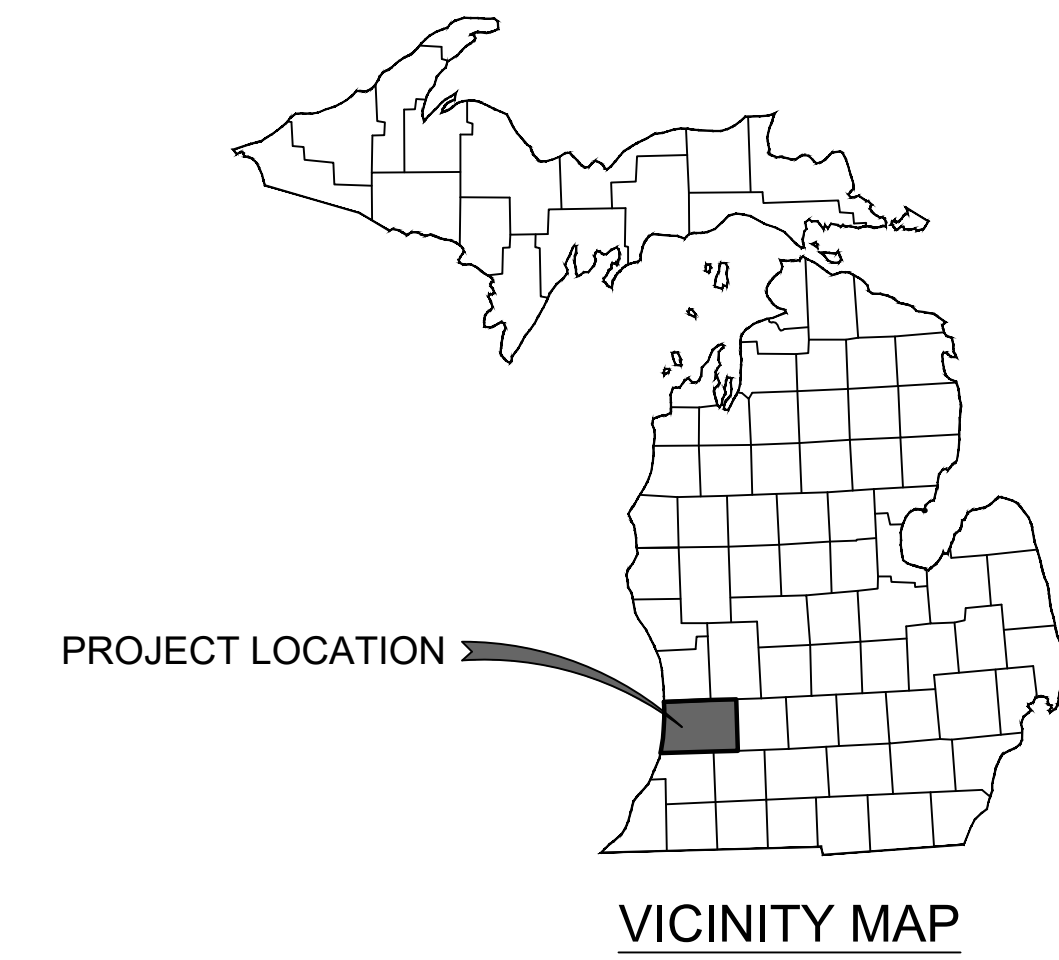
15. The applicant shall bring his escrow account into good standing per the Escrow Policy adopted by the City Council in Resolution 01-2023, prior to any further review of the proposed condo development, and prior to the City Council's consideration of the final site condominium plan and proposed plat vacation of the Pleasant Street Right of Way.

The applicant acknowledges the requirement to bring their escrow account into good standing.

16: The applicant shall draft an easement agreement for the pedestrian pathways for review by the City Attorney, prior to the City Council's consideration of the final condominium plan. **We recommend that our office also review this along with the proposed exhibit showing the area to be included.**

The draft pedestrian pathway easement agreement and easement exhibit were included in the January submittal.

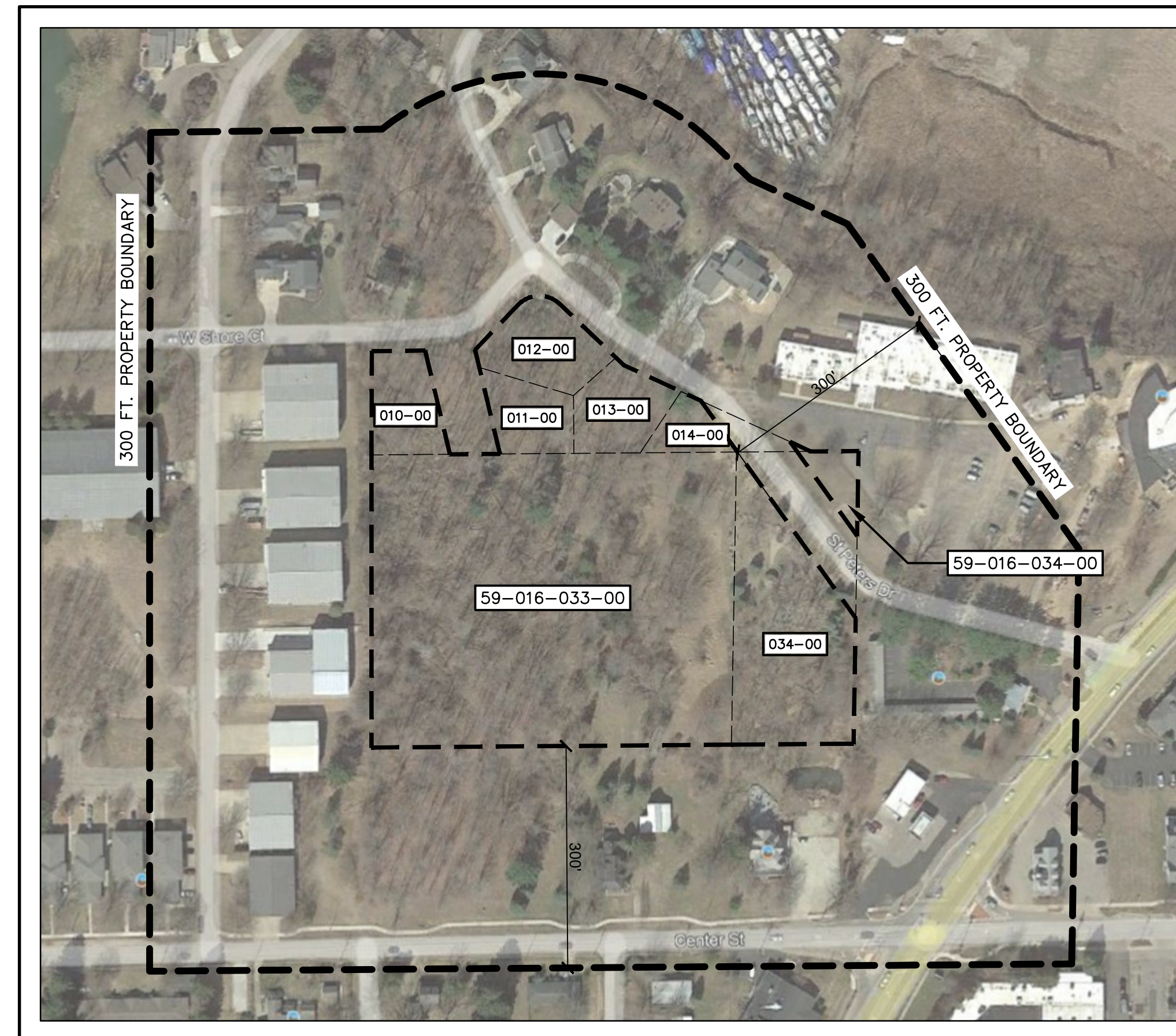
On behalf of the applicant, KRE West Centre LLC (Mr. Jeffrey Kerr, managing member, Kerr Real Estate LLC), we respectfully request Final Site Condominium approval for Centre Collective Site Condominium, City of the Village of Douglas, Allegan County, Michigan.



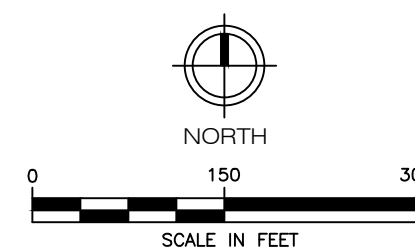
# CENTRE COLLECTIVE SITE CONDOMINIUM 324 WEST CENTER STREET THE CITY OF THE VILLAGE OF DOUGLAS ALLEGAN COUNTY, MICHIGAN 49406

### INDEX OF SHEETS

CS	COVER SHEET
C0.1	EXISTING CONDITIONS
C0.2	REMOVALS PLAN
C1.0	SITE CONDOMINIUM PLAN
C2.0	GRADING, DRAINAGE, AND SESC PLAN
C2.1	CUL-DE-SAC & INTERSECTION PLAN
C2.2	EASEMENT PLAN
C2.3	CONTRIBUTING AREA PLAN
C3.0	BEACHWOOD WAY PLAN & PROFILE
C3.1	BEACHWOOD WAY UTILITY PLAN & PROFILE
C3.2	STORM SEWER PLAN & PROFILE
C3.3	STORM SEWER PLAN & PROFILE
C4.0 - 4.2	X-SECTIONS, NOTES, AND DETAILS
L1.0	LANDSCAPE PLAN



VICINITY MAP



#### BENCH MARKS:

- BM 1019 RAILROAD SPIKE IN THE NORTH SIDE OF A POWER POLE LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CENTER STREET AND HELMER STREET  
Elevation: 629.14 ft. (NAVD 29)
- BM 1020 NORTHWEST BOLT UNDER "E" TO A HYDRANT LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CENTER STREET AND LABARRE STREET  
Elevation: 628.89 ft. (NAVD 29)
- BM 1488 SOUTHWEST BOLT UNDER "USA" TO HYDRANT LOCATED ± 22' WEST OF CENTERLINE OF ST. PETER'S DRIVE, ACROSS FROM ST. PETER'S CHURCH.  
Elevation: 624.48 ft. (NAVD 29)
- BM 1493 SOUTH BOLT UNDER "W" TO HYDRANT LOCATED ± 26' SOUTH OF CENTERLINE OF WESTSHORE COURT, ± 33' WEST OF CENTERLINE OF ST. PETERS DRIVE  
Elevation: 624.48 ft. (NAVD 29)



**Know what's below.  
Call before you dig.**

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

#### PROJECT LOCATION

**SECTION 16, T3N, R16W,  
CITY OF DOUGLAS,  
ALLEGAN COUNTY, MICHIGAN**

#### OWNER

**KRE WEST CENTRE LLC  
PO BOX 574  
DOUGLAS, MICHIGAN 49406  
PHONE: 269-420-5156**

CONSTRUCTION SEQUENCE / PHASES OF EARTHWORK	Operation Time Schedule												
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV
MOBILIZATION	X												
CLEAR SITE, STRIP TOPSOIL AND BEGIN GRADING	X	X		X									
CONSTRUCT UNDERGROUND UTILITIES		X	X		X	X							
CONSTRUCT INDIVIDUAL HOMES				X	X	X	X	X	X	X	X	X	X
CONSTRUCT STREETS, FLATWORK (PER LOT DEV.)				X	X	X							
FINE GRADE LAWN AREAS, LANDSCAPE, MULCH										X	X		
STABILIZE SITE (TOPSOIL, SEED AND MULCH)													X
REMOVE TEMP SESC CONTROLS													X

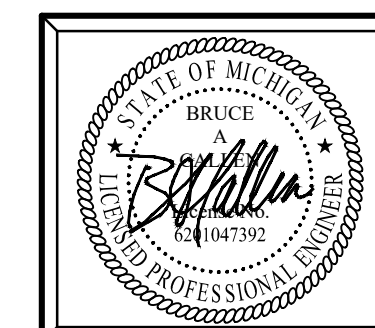
ISSUANCES	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	04-26-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	06-02-23
WATER - SANITARY REVIEW RESPONSE	07-11-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	07-30-24
REVISIONS	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	11-07-23

DESIGNED BY:

**calen** civil engineers  
**Callen Engineering, Inc.**  
 108 East Savidge Street  
 Spring Lake, MI 49456  
 T.616.414.5260  
 www.callenengineering.com

#### Plan Prepared By:

Bruce A. Callen, PE  
 Callen Engineering, Inc.  
 108 E. Savidge St.  
 Spring Lake, Michigan 49456  
 Tel: 616-414-5260  
 email: bcallen@callenengineering.com



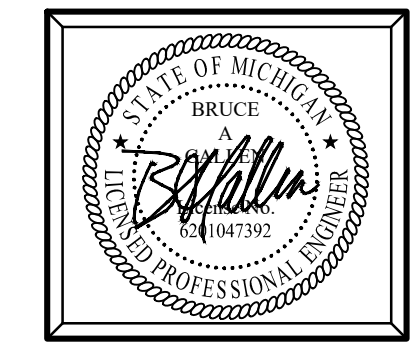
DATE OF PLAN: 01-08-24

Drawn by <b>J.W.C.</b> Engineer	Check <b>B.A.C.</b>	Sheet No. <b>CS</b>
Callen Engineering Project No. <b>021 CENTRE COLLECTIVE</b>		

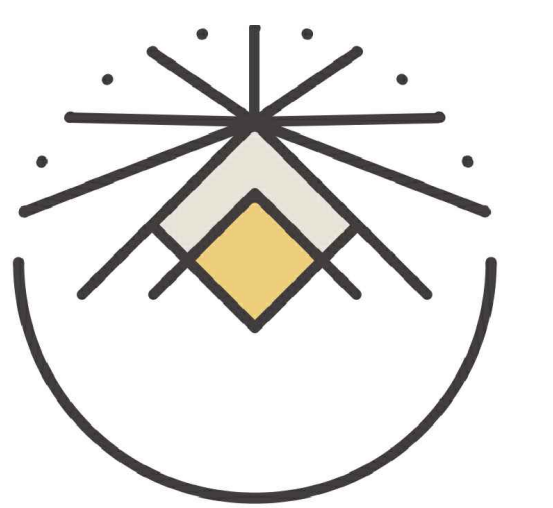


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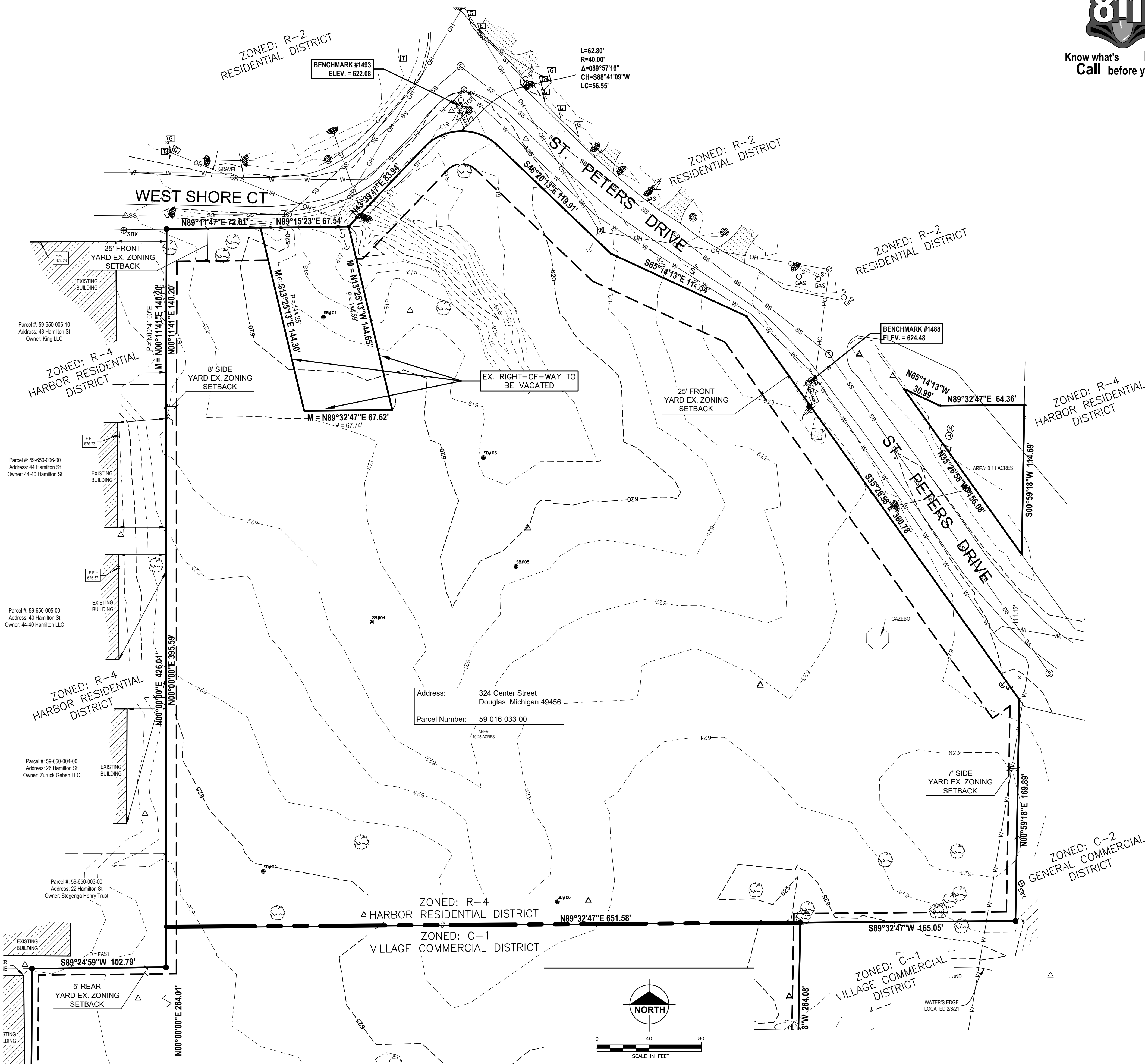
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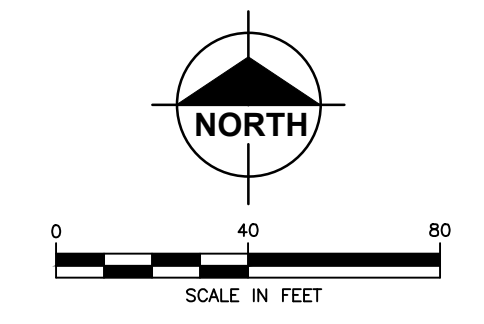
Plan Prepared By: Bruce A. Callen, PE Callen Engineering, Inc. 108 E. Savidge St. Spring Lake, Michigan 49456 Tel: 616-414-5260 email: bcallen@callenengineering.com



Prepared for: KRE West Centre LLC PO BOX 574 Douglas, MI 49406 t.269.420.5156



Address: 324 Center Street Douglas, Michigan 49456 Parcel Number: 59-016-033-00



Property Address: 324 Center Street, Douglas, Michigan 49456 Parcel Number: 59-016-033-00 DESCRIPTION WITHOUT VACATED R.O.W.

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS, LIBER 6 OF PLATS, PAGE 6, ALLEGAN COUNTY RECORDS, TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 395.59 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST 140.20 FEET ALONG THE WEST LINE OF ST. PETER'S SUBDIVISION LIBER 9 OF PLATS, PAGE 16, ALLEGAN COUNTY RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES 47 SECONDS EAST 72.01 FEET ALONG THE NORTH LINE OF LOT 10, ST. PETER'S SUBDIVISION; THENCE SOUTH 13 DEGREES 25 MINUTES 13 SECONDS EAST 144.30 FEET ALONG THE EAST LINE OF SAID LOT 10; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 67.62 FEET ALONG THE SOUTH LINE OF ST. PETER'S SUBDIVISION; THENCE NORTH 13 DEGREES 25 MINUTES 13 SECONDS WEST 144.65 FEET ALONG THE WEST LINE OF LOTS 11 AND 12 OF ST. PETER'S SUBDIVISION; THENCE NORTH 43 DEGREES 39 MINUTES 47 SECONDS EAST 83.94 FEET ALONG THE NORTH LINE OF LOT 12, ST. PETER'S SUBDIVISION; THENCE EAST 62.80 FEET ALONG A 40.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 16 SECONDS, AND A CHORD BEARING NORTH 88 DEGREES 41 MINUTES 09 SECONDS EAST 56.55 FEET ALONG SAID NORTH LINE; THENCE SOUTH 46 DEGREES 20 MINUTES 13 SECONDS EAST 119.91 FEET ALONG THE NORTH LINE OF LOTS 12 AND 13 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 65 DEGREES 14 MINUTES 13 SECONDS EAST 114.54 FEET ALONG THE NORTH LINE OF LOTS 13 AND 14 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 35 DEGREES 26 MINUTES 58 SECONDS EAST 360.78 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ST. PETER'S DRIVE; THENCE SOUTH 00 DEGREES 59 MINUTES 18 SECONDS WEST 169.89 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS WEST 651.58 FEET ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

DESCRIPTION WITH VACATED R.O.W. PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS, LIBER 6 OF PLATS, PAGE 6, ALLEGAN COUNTY RECORDS, TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST 140.20 FEET ALONG THE WEST LINE OF ST. PETER'S SUBDIVISION, LIBER 9 OF PLATS, PAGE 16, ALLEGAN COUNTY RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES 47 SECONDS EAST 72.01 FEET ALONG THE NORTH LINE OF LOT 10, ST. PETER'S SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE NORTH 89 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF VACATED PLEASANT STREET 67.54 FEET, SAID STREET BEING A PART OF ST. PETER'S SUBDIVISION, TO THE WESTERN MOST CORNER OF LOT 12 OF SAID ST. PETER'S SUBDIVISION; THENCE NORTH 43 DEGREES 39 MINUTES 47 SECONDS EAST 83.94 FEET ALONG THE NORTH LINE OF LOT 12, ST. PETER'S SUBDIVISION; THENCE EAST 62.80 FEET ALONG A 40.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 16 SECONDS, AND A CHORD BEARING NORTH 88 DEGREES 41 MINUTES 09 SECONDS EAST 56.55 FEET ALONG SAID NORTH LINE; THENCE SOUTH 46 DEGREES 20 MINUTES 13 SECONDS EAST 119.91 FEET ALONG THE NORTH LINE OF LOTS 12 AND 13 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 65 DEGREES 14 MINUTES 13 SECONDS EAST 114.54 FEET ALONG THE NORTH LINE OF LOTS 13 AND 14 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 35 DEGREES 26 MINUTES 58 SECONDS EAST 360.78 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ST. PETER'S DRIVE; THENCE SOUTH 00 DEGREES 59 MINUTES 18 SECONDS WEST 169.89 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS WEST 651.58 FEET ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

Total Acreage: 7.16 Acres (311,890 sq.ft.) REGULATED WETLANDS AND THREATENED AND ENDANGERED SPECIES NO REGULATED WETLANDS, THREATENED OR ENDANGERED SPECIES WERE IDENTIFIED ON THE SITE PER THE JUNE 2021 WETLAND AND THREATENED AND ENDANGERED SPECIES REVIEW AND SITE ASSESSMENT, CENTRE COLLECTIVE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN PREPARED BY AMAAZON CONSULTING, LLC. TREE REMOVALS TREE REMOVALS WITHIN THE RIGHT-OF-WAY ARE INCLUDED ON THE LANDSCAPE PLAN. TREE REMOVALS WITHIN THE PROPERTY HAVE NOT BEEN DETERMINED. TREES WILL BE RETAINED TO THE GREATEST EXTENT POSSIBLE.

# CENTRE COLLECTIVE

324 West Center Street Douglas, Michigan



Callen Engineering, Inc. 108 East Savidge Street Spring Lake, MI 49456 t.616.414.5260 www.callenengineering.com

EXISTING CONDITIONS

Job No: 021 KERR - CENTRE COLLECTIVE Issue: FINAL SITE CONDO PLAN SUBMITTAL Issue Date: JULY 30, 2024

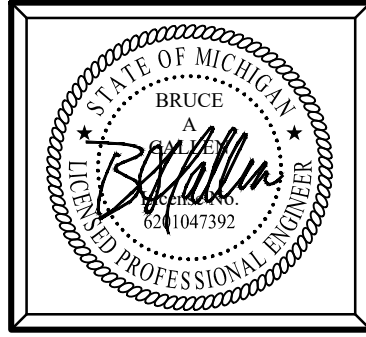
DATE OF PLAN: 01-08-24

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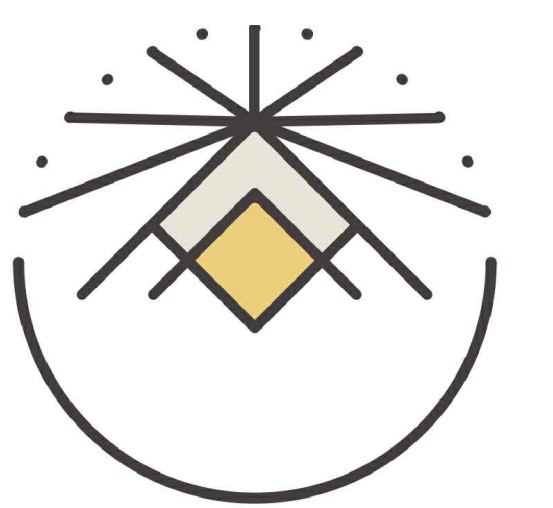


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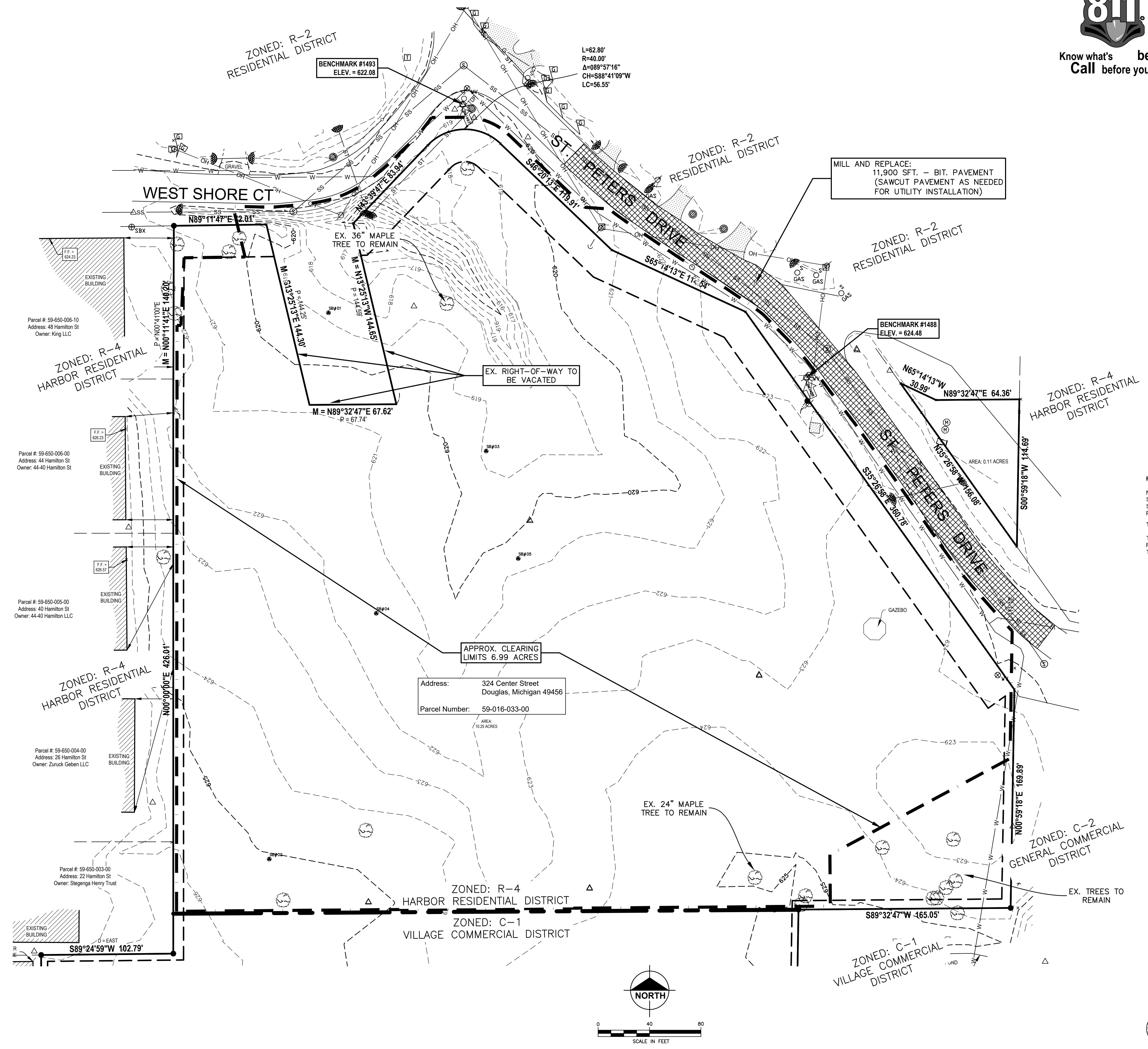
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Bruce A. Callen, PE  
Callen Engineering, Inc.  
108 E. Savidge St.  
Spring Lake, Michigan 49456  
Tel: 616-414-5260  
email: bcallen@callenengineering.com



Prepared for:  
**KRE West Centre LLC**  
PO BOX 574  
Douglas, MI 49406  
t.269.420.5156



MILL AND REPLACE:  
11,900 SFT. - BIT. PAVEMENT  
(SAWCUT PAVEMENT AS NEEDED  
FOR UTILITY INSTALLATION)

EX. RIGHT-OF-WAY TO  
BE VACATED

APPROX. CLEARING  
LIMITS 6.99 ACRES

Address: 324 Center Street  
Douglas, Michigan 49456  
Parcel Number: 59-016-033-00

**REGULATED WETLANDS AND THREATENED AND ENDANGERED SPECIES**  
NO REGULATED WETLANDS, THREATENED OR ENDANGERED SPECIES WERE IDENTIFIED ON THE SITE PER THE JUNE 2021 WETLAND AND THREATENED AND ENDANGERED SPECIES REVIEW AND SITE ASSESSMENT, CENTRE COLLECTIVE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN PREPARED BY AAMAZON CONSULTING, LLC.  
**TREE REMOVALS**  
TREE REMOVALS WITHIN THE RIGHT-OF-WAY ARE INCLUDED ON THE LANDSCAPE PLAN. TREE REMOVALS WITHIN THE PROPERTY HAVE NOT BEEN DETERMINED. TREES WILL BE RETAINED TO THE GREATEST EXTENT POSSIBLE.

# CENTRE COLLECTIVE

324 West Center Street  
Douglas, Michigan



**Callen Engineering, Inc.**  
108 East Savidge Street  
Spring Lake, MI 49456  
t.616.414.5260  
www.callenengineering.com

## REMOVALS PLAN

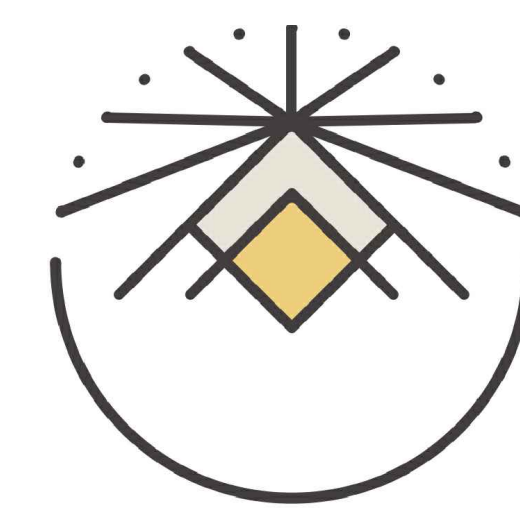
Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: JULY 30, 2024

### REMOVALS LEGEND

- PAVEMENT REMOVAL AREA
- REMOVAL ITEM

DATE OF PLAN: 01-08-24

C0.2



Prepared for:  
**KRE West Centre LLC**  
 PO BOX 574  
 Douglas, MI 49406  
 t.269.420.5156

# CENTRE COLLECTIVE

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 Douglas, Michigan



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## SITE CONDOMINIUM PLAN

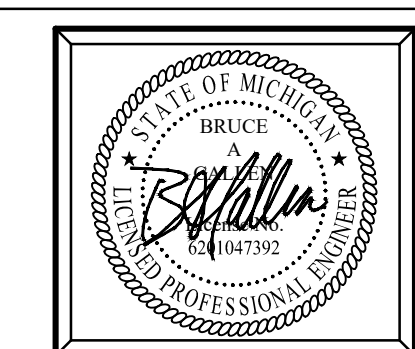
Job No: 021 KERR - CENTRE COLLECTIVE  
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C1.0



Know what's below.  
 Call before you dig.

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Plan Prepared By:  
 Bruce A. Callen, PE  
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 Tel: 616-414-5260  
 email: bcallen@callenengineering.com

**LINE TYPE LEGEND**

— W — W — W —	EX. WATER UTILITY LINE
— G — G — G —	EX. GAS UTILITY LINE
— ST — ST — ST —	EX. STORM UTILITY LINE
— SS — SS — SS —	EX. SANITARY UTILITY LINE
— OH — OH — OH —	EX. OVERHEAD UTILITY LINE
— — — — —	PROP. STORM SEWER
— — — — —	PROP. SANITARY SEWER
— — — — —	PROP. WATERMAIN

**GENERAL NOTES**

THE PROJECT INCLUDES CONSTRUCTION OF A NEW RESIDENTIAL NEIGHBORHOOD COMPRISED OF NINETEEN (19) SINGLE-FAMILY UNITS RANGING BETWEEN 0.18 AND 0.23 ACRES. FOURTEEN (14) OF THE NEW LOTS WILL FRONT A NEW 66-FT WIDE PUBLIC STREET RIGHT-OF-WAY MEETING THE REQUIREMENTS OF THE RELEVANT SECTIONS OF THE CITY OF THE VILLAGE OF DOUGLAS (CITY) ZONING ORDINANCE. THE REMAINING LOTS SHALL FRONT ST. PETERS DRIVE.

RELATED IMPROVEMENTS INCLUDE:

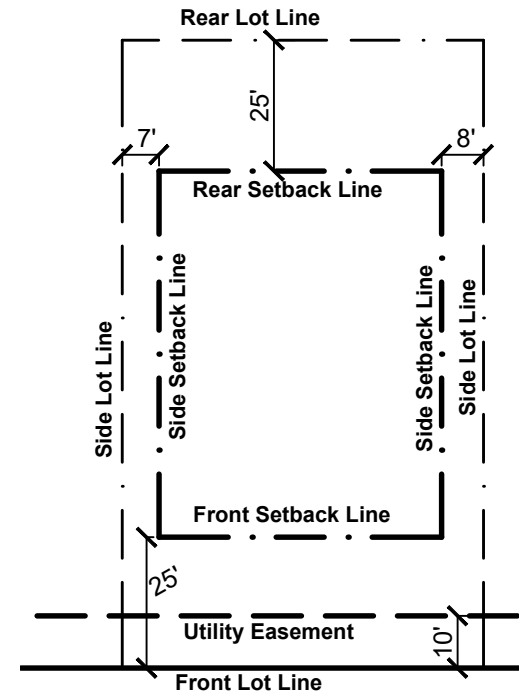
- 28-FT WIDE PUBLIC STREET W/ CURB AND GUTTER.
- PUBLIC SIDEWALK FRONTING ALL RESIDENTIAL LOTS, AND EXTENDING ALONG ST. PETERS DRIVE, AND CONNECTING TO FUTURE COMMERCIAL DEVELOPMENT TO THE SOUTH VIA A NATURAL PATHWAY.
- PUBLIC UTILITIES (SANITARY SEWER, WATERMAIN, STORM SEWER).
- PRIVATE UTILITIES (GAS, ELECTRIC, COMMUNICATIONS).
- STREETLIGHTS.
- STREET TREES.
- STORMWATER DETENTION, MEETING ADCD REQUIREMENTS.
- OPEN SPACE AND SELECT NATURAL AREAS, LOCATED AT THE NORTH/CENTER INTERIOR OF THE PROPERTY AND THE SOUTHEAST CORNER OF THE SITE, WHICH ARE INTENDED TO REMAIN OPEN SPACE TO PRESERVE EXISTING TREES AND SERVE AS A NATURAL BUFFER FOR THE DEVELOPMENT.
- ALL SIDEWALK CROSSING RESIDENTIAL DRIVEWAYS SHALL BE 6-INCH THICK.
- FUTURE DRIVEWAYS SHALL MAINTAIN MINIMUM SEPARATION DISTANCE IN ACCORDANCE WITH ZONING ORDINANCE SECTION 19.05. FUTURE DRIVEWAY SHALL NOT EXCEED 7% IN GRADE AT ANY ONE POINT WITHIN THE ROW, AND NOT EXCEED 10% AT ANY ONE POINT BEYOND THE ROW.
- MAINTAIN MINIMUM 13'6" VERTICAL CLEARANCE AT ALL DRIVEWAYS.
- SIGNAL TIMING AT THE CENTER STREET / BLUE STAR HIGHWAY INTERSECTION SHALL BE OPTIMIZED FOR CURRENT AND ADDED TRAFFIC VOLUMES (WORK BY OTHERS).

UNIT #	AVAILABLE BASEMENT TYPE(S)	MBO (FT)	MFE (FT)
1	SOG	622.50	622.50
2	DL, SOG, B	622.50	616.00
3	DL, SOG, B	622.50	616.00
4	DL, SOG, B	622.50	616.00
5	DL, SOG, B	622.50	616.00
6	DL, SOG, B	622.50	616.00
7	DL, SOG, B	622.50	616.00
8	DL, SOG, B	622.50	616.00
9	DL, SOG, B	622.50	616.00
10	DL, SOG, B	622.50	616.00
11	DL, SOG, B	625.25	618.00
12	DL, SOG, B	626.25	618.00
13	DL, SOG, B	626.25	620.00
14	DL, SOG, B	626.25	620.00
15	DL, SOG, B	626.25	620.00
16	DL, SOG, B	626.25	620.00
17	DL, SOG, B	626.25	620.00
18	DL, SOG, B	625.50	620.00
19	DL, SOG, B	625.00	620.00

**UNIT MINIMUM FLOOR/OPENING ELEVATIONS**

MBO = MINIMUM BUILDING OPENING  
 MFE = MINIMUM FLOOR ELEVATION  
 SOG = SLAB ON GRADE  
 DL = DAYLIGHT  
 W/O = WALK-OUT  
 B = BASEMENT

ALL BUILDINGS TO INCLUDE SUMP AND DRAINAGE DISCHARGE TO REAR YARD

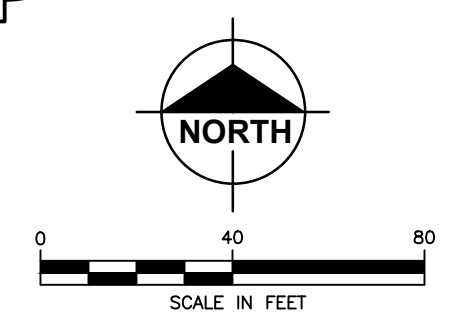
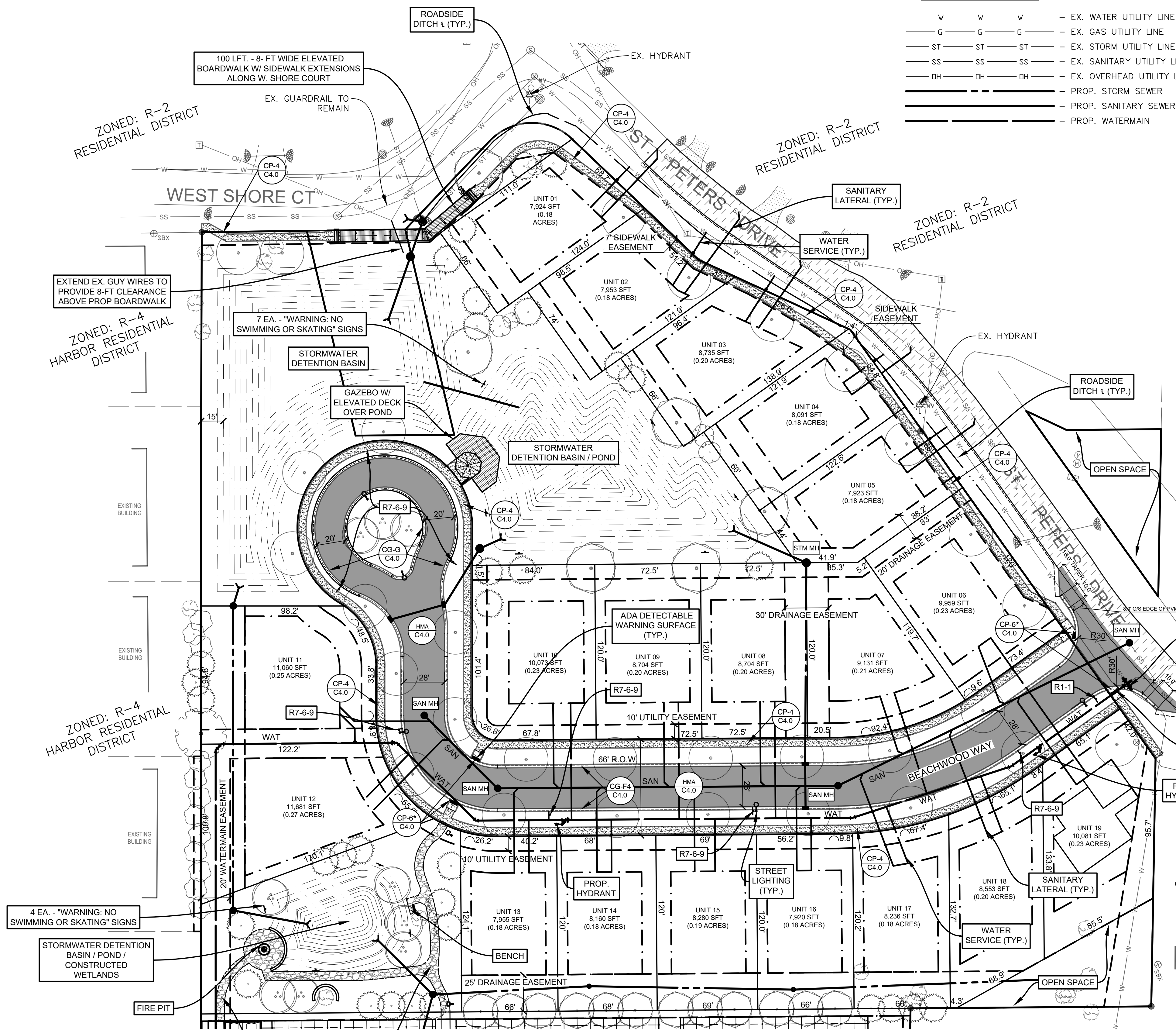


**PROPOSED FEATURES LEGEND**

- NEW HMA PAVEMENT AREA
- NEW LIGHT DUTY CONCRETE SIDEWALK AREA
- STONE DUST (DECOMPOSED GRANITE) SURFACE AREA (5,547 SFT)
- HMA 1 1/2" MILL/OVERLAY AREA

**PROPOSED PERMANENT SIGNAGE LEGEND**

- STOP R1-1
- Place at all hydrant locations R1-2
- NO PARKING FIRE LANE R7-6-9



**LAND USE TABLE**

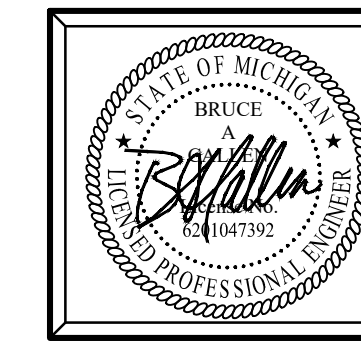
	ACRES
TOTAL LAND AREA	7.16
STM WATER DETENTION / STEEP SLOPES	1.53
OPEN SPACE	0.65
PUBLIC R.O.W	1.15
SENSITIVE AREAS	0.00
RESIDENTIAL UNITS 1-19	3.83
BUILDABLE AREA = RES UNITS + OPEN SPACE	4.48
UNIT DENSITY	4.24 UNITS / ACRE

DATE OF PLAN: 01-08-24

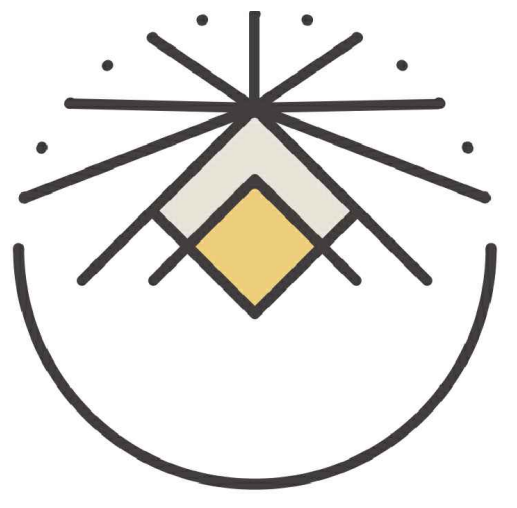


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Plan Prepared By: Bruce A. Callen, PE Callen Engineering, Inc. 108 E. Savidge St. Spring Lake, Michigan 49456 Tel: 616-414-5260 email: bcallen@callenengineering.com



Prepared for: KRE West Centre LLC PO BOX 574 Douglas, MI 49406 t.269.420.5156

CENTRE COLLECTIVE 324 West Center Street Douglas, Michigan

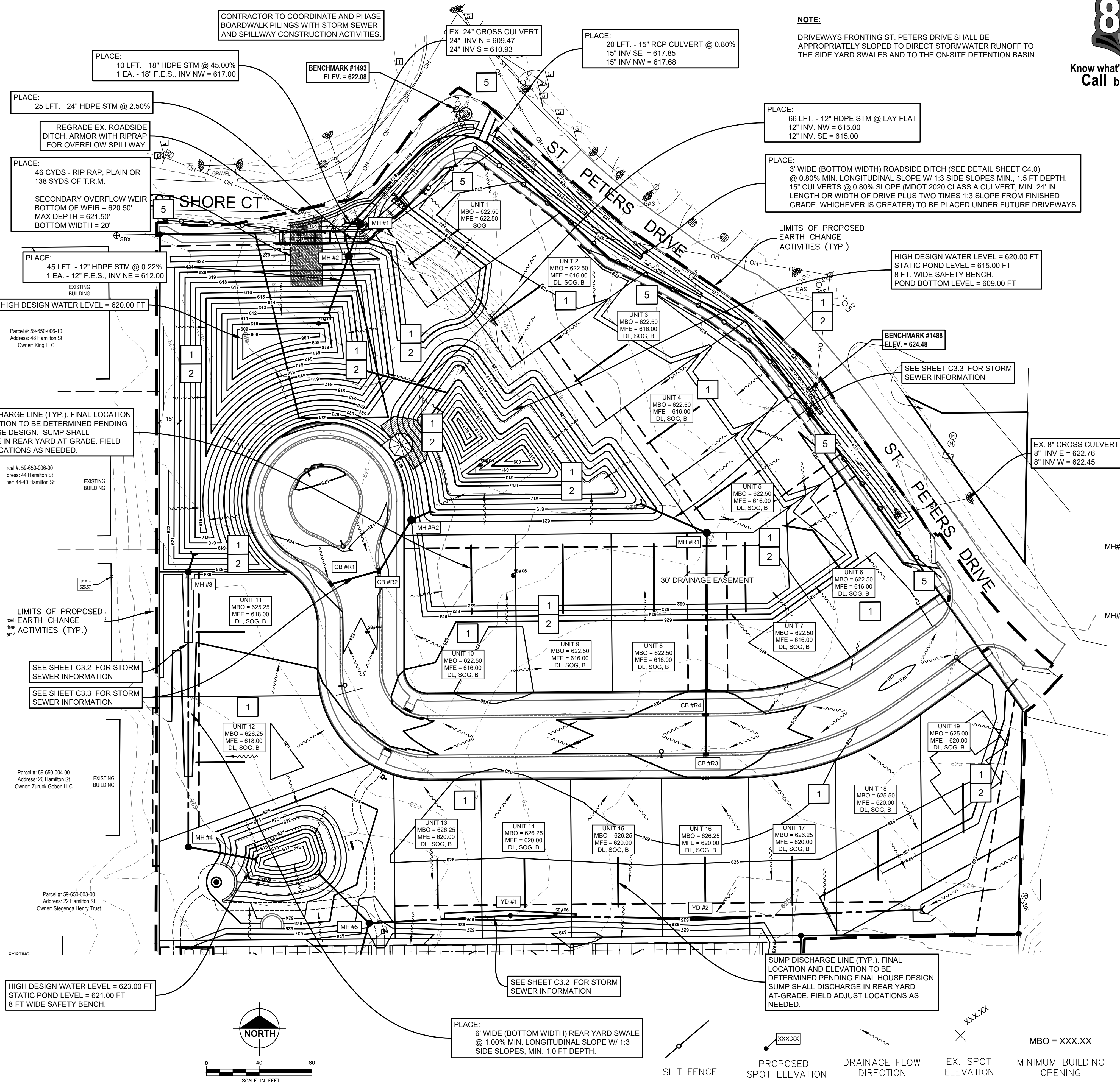


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GRADING, DRAINAGE, AND SESC PLAN

Job No: 021 KERR - CENTRE COLLECTIVE Issue: FINAL SITE CONDO PLAN SUBMITTAL Issue Date: JULY 30, 2024

C2.0



NOTE: DRIVEWAYS FRONTING ST. PETERS DRIVE SHALL BE APPROPRIATELY SLOPED TO DIRECT STORMWATER RUNOFF TO THE SIDE YARD SWALES AND TO THE ON-SITE DETENTION BASIN.

PLACE: 66 LFT. - 12" HDPE STM @ LAY FLAT 12" INV. NW = 615.00 12" INV. SE = 615.00

PLACE: 3' WIDE (BOTTOM WIDTH) ROADSIDE DITCH (SEE DETAIL SHEET C4.0) @ 0.80% MIN. LONGITUDINAL SLOPE W/ 1:3 SIDE SLOPES MIN., 1.5 FT DEPTH. 15" CULVERTS @ 0.80% SLOPE (MDOT 2020 CLASS A CULVERT, MIN. 24" IN LENGTH OR WIDTH OF DRIVE PLUS TWO TIMES 1:3 SLOPE FROM FINISHED GRADE, WHICHEVER IS GREATER) TO BE PLACED UNDER FUTURE DRIVEWAYS.

HIGH DESIGN WATER LEVEL = 620.00 FT STATIC POND LEVEL = 615.00 FT 8 FT. WIDE SAFETY BENCH. POND BOTTOM LEVEL = 609.00 FT

EX. 8" CROSS CULVERT 8" INV E = 622.76 8" INV W = 622.45

STORM STRUCTURE SCHEDULE (THIS SHEET) MH#1 (5' DIA) RIM = 616.81 FT (COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.) 24" INV (NW) = 611.04 FT (CONCRETE) 12" INV (NE) = 612.54 FT (HDPE) 24" INV (SW) = 611.18 FT (HDPE STM @ 2.50%) 18" INV (W) = 612.50 FT (HDPE STM @ 45.00%) (CONSTRUCT OVER EX. STM) MH#2 (7' DIA - CONTROLLED RATE STRUCTURE) RIM = 622.00 FT (COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.) TOP OF WALL = 620.00' 2" ORIFICE = 611.91' (CHANNEL PROTECTION) 5" ORIFICE = 616.80' (FLOOD CONTROL) 12" INV (NE) = 611.80 FT (HDPE STM @ 0.22%) 12" INV (SW) = 611.91 FT (HDPE STM @ 0.22%)

Table with 4 columns: UNIT #, AVAILABLE BASEMENT TYPE(S), MBO (FT), MFE (FT). Lists units 1 through 19 with their respective elevations.

UNIT MINIMUM FLOOR/OPENING ELEVATIONS

MBO = MINIMUM BUILDING OPENING MFE = MINIMUM FLOOR ELEVATION SOG = SLAB ON GRADE DL = DAYLIGHT W/O = WALK-OUT B = BASEMENT ALL BUILDINGS TO INCLUDE SUMP AND DRAINAGE DISCHARGE TO REAR YARD

STORM STRUCTURE NOTES

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL. STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION. MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP. ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY. CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS. MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE. CATCH BASIN RIM ELEVATIONS SHALL BE SET 1 3/8" BELOW PLAN GRADE. ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

CONTRACTOR TO COORDINATE AND PHASE BOARDWALK PILING WITH STORM SEWER AND SPILLWAY CONSTRUCTION ACTIVITIES.

PLACE: 10 LFT. - 18" HDPE STM @ 45.00% 1 EA. - 18" F.E.S., INV NW = 617.00

PLACE: 25 LFT. - 24" HDPE STM @ 2.50%

REGRADE EX. ROADSIDE DITCH. ARMOR WITH RIPRAP FOR OVERFLOW SPILLWAY.

PLACE: 46 CYDS - RIP RAP, PLAIN OR 138 SYDS OF T.R.M.

SECONDARY OVERFLOW WEIR BOTTOM OF WEIR = 620.50' MAX DEPTH = 621.50' BOTTOM WIDTH = 20'

PLACE: 45 LFT. - 12" HDPE STM @ 0.22% 1 EA. - 12" F.E.S., INV NE = 612.00

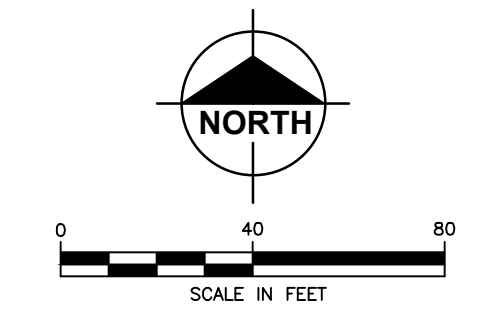
HIGH DESIGN WATER LEVEL = 620.00 FT

Parcel # 59-650-006-10 Address: 48 Hamilton St Owner: King LLC

Parcel # 59-650-006-00 Address: 44 Hamilton St Ver: 44-40 Hamilton St

Parcel # 59-650-004-00 Address: 26 Hamilton St Owner: Zuruck Geben LLC

Parcel # 59-650-003-00 Address: 22 Hamilton St Owner: Stegenga Henry Trust



PLACE: 6' WIDE (BOTTOM WIDTH) REAR YARD SWALE @ 1.00% MIN. LONGITUDINAL SLOPE W/ 1:3 SIDE SLOPES, MIN. 1.0 FT DEPTH.

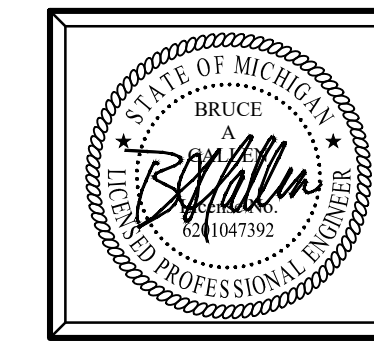
LEGEND: SILT FENCE, PROPOSED SPOT ELEVATION, DRAINAGE FLOW DIRECTION, EX. SPOT ELEVATION, MINIMUM BUILDING OPENING

DATE OF PLAN: 01-08-24

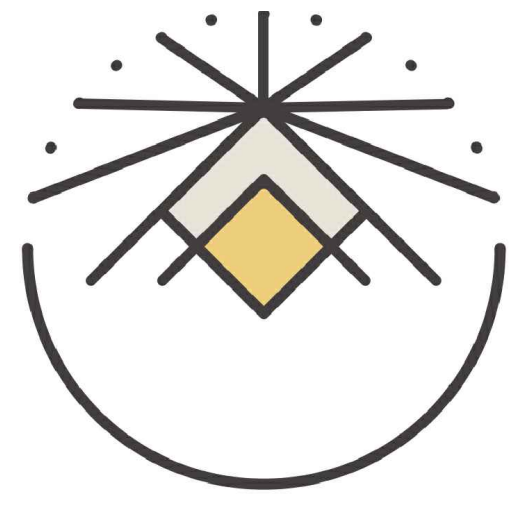


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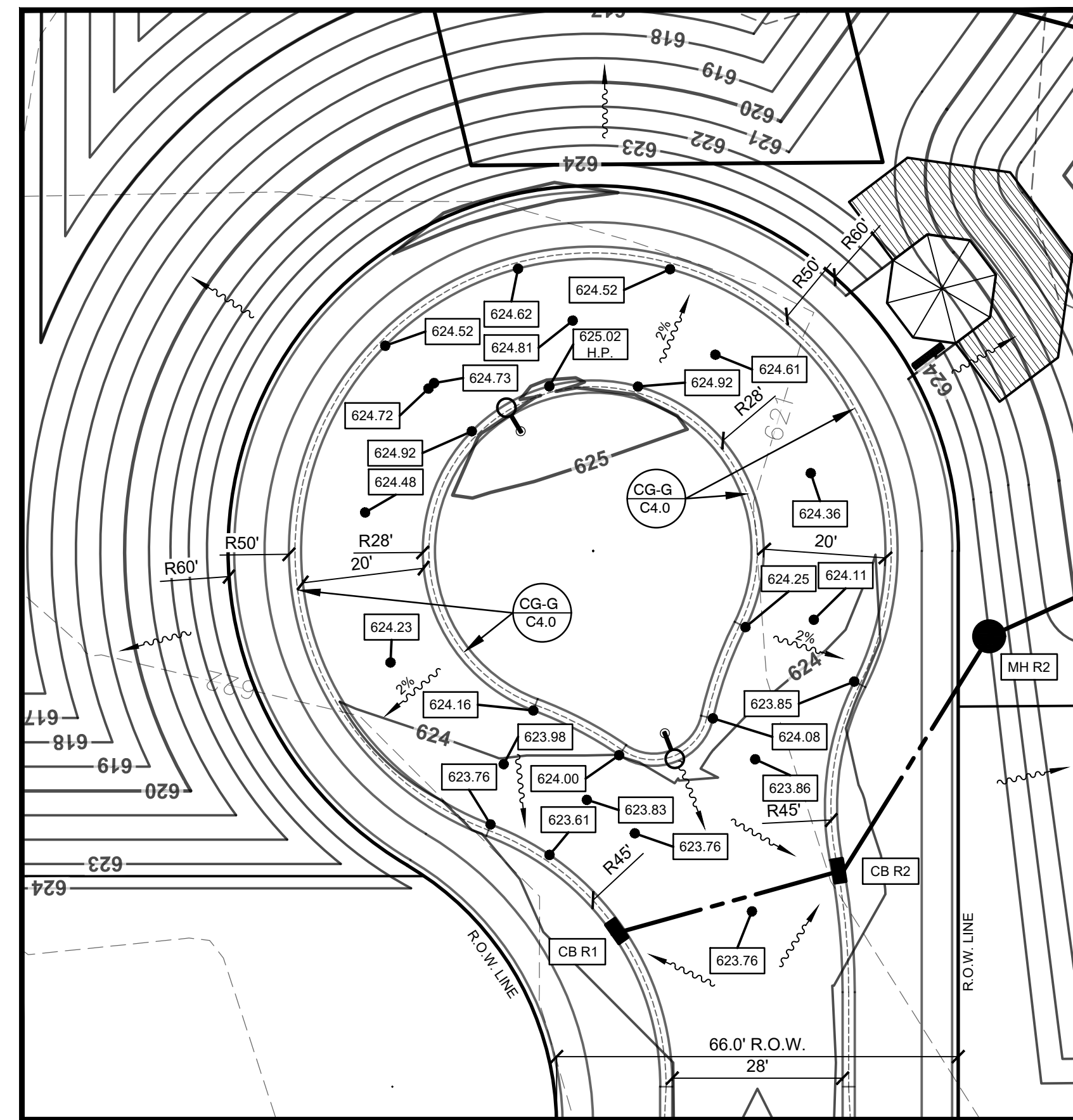


Plan Prepared By:  
Bruce A. Callen, PE  
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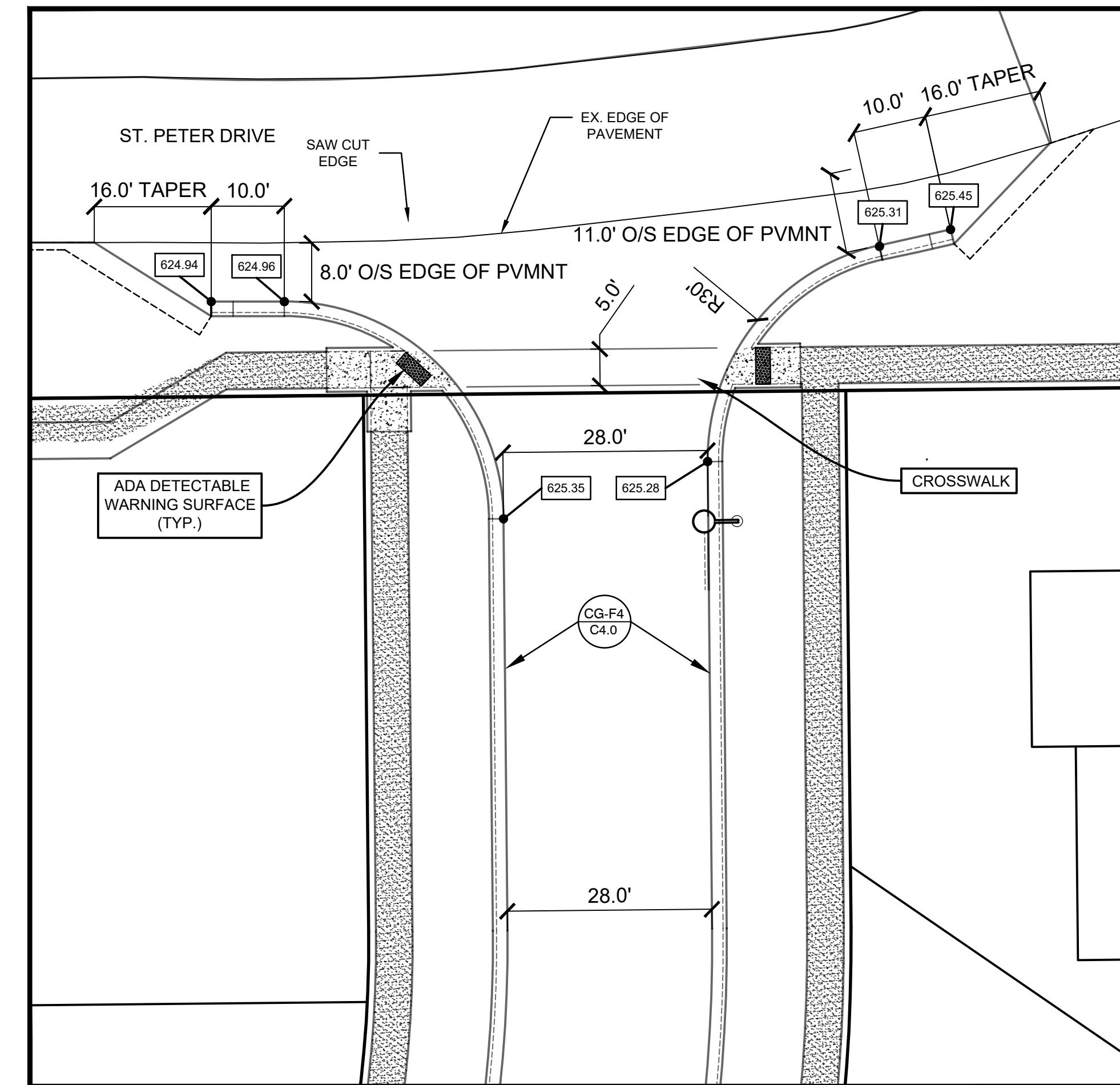
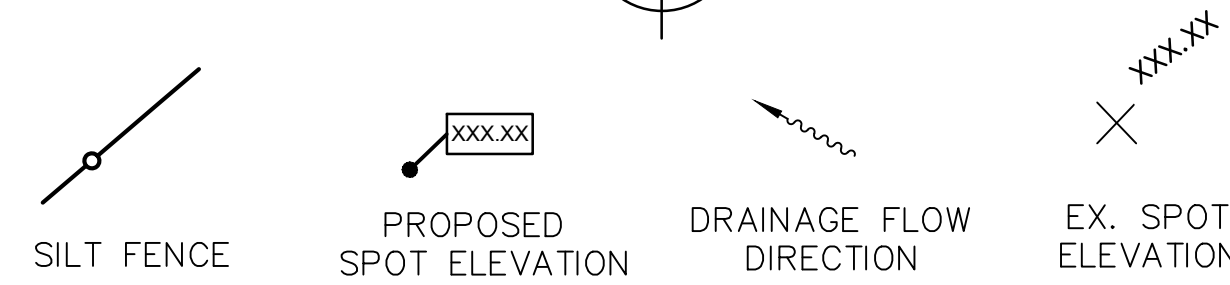
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PRELIMINARY - NOT  
FOR CONSTRUCTION



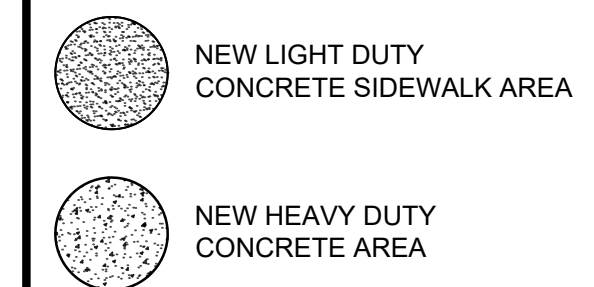
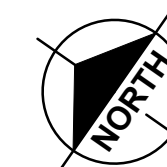
CUL-DE-SAC GRADING DETAIL

SCALE: 1" = 20'



RESIDENTIAL INTERSECTION OPENING (TYP.)

SCALE: 1" = 15'



**CENTRE**  
COLLECTIVE  
324 West Center Street  
Douglas, Michigan



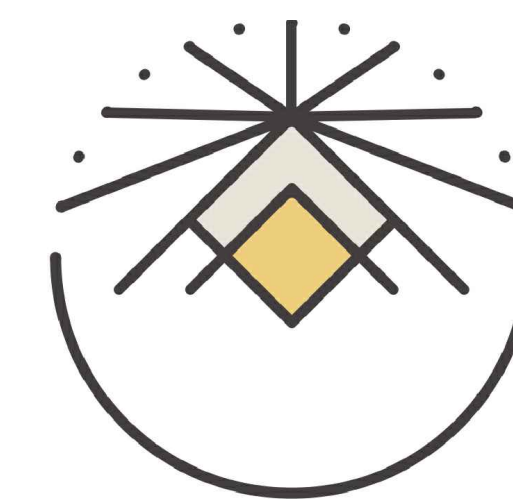
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CUL-DE-SAC &  
INTERSECTION  
PLAN

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
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DATE OF PLAN: 01-08-24

C2.1



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## EASEMENTS PLAN

Job No: 021 KERR - CENTRE COLLECTIVE  
 Issue: FINAL SITE CONDO PLAN SUBMITTAL  
 Issue Date: JULY 30, 2024

DATE OF PLAN: 01-08-24

C2.2

### Watermain Easement Description

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 1,144.18 Feet along the E-W 1/4 Line of said Section 16 to the West Line of the East 10 Rods of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 16;  
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 Feet of the Southeast 1/4 of the Northwest 1/4 of said Section 16;  
 Thence N89°32'47"E 142.84 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N09°24'21"E 151.72 Feet to the Place of Ending.

Together with:

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W 1/4 Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N00°00'00"E 184.89 Feet;  
 Thence N89°32'47"E 112.15 Feet to the Place of Ending.

### Public Sidewalk Easement Description

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 1,144.18 Feet along the E-W 1/4 Line of said Section 16 to the West Line of the East 10 Rods of the Southeast 1/4 of the Southwest 1/4 of said Section 16;  
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 Feet of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 16;

Thence N89°32'47"E 165.05 to the East Line of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section N00°59'18"E 169.89 Feet to the South Right-of-Way Line of St. Peters Drive;

Thence N35°26'58"W 126.52 Feet along said right-of-way line to the PLACE OF BEGINNING.

Thence continuing N35°26'58"W 234.26 Feet along said right-of-way line;

Thence N65°14'13"W 114.54 Feet along said right-of-way line; Thence N46°20'14"W 119.91 Feet along said right-of-way line;

Thence westerly 62.80 Feet along a 40.00 foot radius curve to the left, said curve having a central angle of 89°57'16", and a chord bearing S88°41'09"W 56.55';

Thence S43°39'47"W 83.74 Feet along South Right-of-Way Line of W. Shore Court;

Thence S89°08'25"W 79.47 Feet along said right-of-way line; Thence S89°11'47"W 72.01 Feet along said right-of-way line;

Thence S00°11'33"W 9.00 Feet; Thence N89°11'47"E 156.27 Feet, parallel with said right-of-way line;

Thence N49d17'15"E 37.40 Feet; Thence N43°39'46"E 44.95 Feet;

Thence N79°47'54"E 25.87 Feet; Thence S53°23'15"E 70.18 Feet;

Thence S46°20'13"E 54.43 Feet parallel with St. Peters Drive right-of-way line;

Thence S65°14'13"E 41.68 Feet. Parallel with said right-of-way line;

Thence S59°48'50"E 47.94 Feet; Thence S53°43'22"E 38.30 Feet;

Thence S38°06'40"E 38.05 Feet; Thence S35°26'58"E 161.00 Feet parallel with said right-of-way line;

Thence S65°38'41"E 18.49 Feet to the said right-of-way line and Place of Beginning.

### Stormwater Drainage Easement Description

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W 1/4 Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning; Thence N89°32'47"E 651.59 Feet; Thence N09°24'21"E 74.18 Feet;  
 Thence S69°49'49"W 102.31 Feet; Thence S89°32'47"E 384.91 Feet; Thence N00°27'13"W 99.11 Feet to the South Right-of-Way Line of Beachwood Way;

Thence Northwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;

Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;

Thence N90°00'00"E 68.24 Feet to the West Right-of-Way Line of Beachwood Way;

Thence Northwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 148°40'27", an arc length of 254.16 Feet, whose chord measures 102.74 Feet, bearing N58°40'27"E;

Thence S00°00'00"E 35.58 Feet; Thence N89°32'47"E 214.16 Feet;

Thence S00°27'13"E 110.00 Feet to the North Right-of-Way Line of Beachwood Way;

Thence N89°32'47"E 30.00 Feet; Thence N00°27'13"W 110.00 Feet; Thence N89°32'47"E 23.45 Feet; Thence N54°33'02"E 87.40 Feet;

Thence S35°59'04"E 75.37 Feet; Thence S65°45'41"E 6.53 Feet to the West Right-of-Way Line of St. Peters Drive;

Thence N35°26'58"W 223.79 Feet along the West Right-of-Way Line of St. Peters Drive;

Thence N65°14'13"W 86.97 Feet along the West Right-of-Way Line of St. Peters Drive;

Thence S60°02'58"E 61.80 Feet; Thence S53°43'22"E 39.26 Feet; Thence S55°59'04"E 104.78 Feet; Thence S54°33'02"W 80.91 Feet;

Thence S89°32'47"W 33.75 Feet; Thence N35°26'58"W 104.74 Feet; Thence S54°33'02"W 17.00 Feet; Thence N35°26'58"W 74.25 Feet;

Thence S54°33'02"W 25.49 Feet; Thence N35°26'58"W 67.43 Feet; Thence N54°33'02"E 91.44 Feet; Thence S53°23'15"E 76.48 Feet to the West Right-of-Way Line of St. Peters Drive; Thence N46°20'13"W 74.09 Feet along said West Right-of-way Line;

Thence Northwesterly along a non-tangential curve to the left, having a radius of 40.00 Feet, through a central angle of 45°00'07", an arc length of 62.80 Feet, whose chord measures 56.55 Feet, bearing S88°41'11"W to the South Right-of-Way Line of S. Shore Court;

Thence S43°39'45"W 83.94 Feet along said right-of-way line; Thence S89°13'32"W 139.55 Feet along said right-of-way line;

Thence S00°06'24"W 256.13 Feet; Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

### Stormwater Drainage Easement Description - Centre Collective Mixed Use

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W 1/4 Line of said Section 16;

Thence N00°00'00"E 264.01 Feet to the Place of Beginning;

Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-Way Line of Beachwood Way;

Thence Northwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;

Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;

Thence N90°00'00"E 68.24 Feet to the West Right-of-Way Line of Beachwood Way;

Thence Northwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 118°40'46", an arc length of 191.18 Feet, whose chord measures 120.17 Feet, bearing N28°40'46"E;

Thence N35°31'56"E 62.25 Feet; Thence N07°23'09"W 74.19 Feet;

Thence N35°26'58"W 51.27 Feet to the south Right-of-Way Line of West Shore Court;

Thence S43°39'45"W 18.54 Feet along said right-of-way line;

Thence S89°13'32"W 139.55 Feet along said right-of-way line;

Thence S00°06'24"W 256.13 Feet;

Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

### Walkway Easement Description

A part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West 1/4 Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W 1/4 Line of said Section 16;

Thence N00°00'00"E 264.01 Feet to the Place of Beginning;

Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-Way Line of Beachwood Way;

Thence Northwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;

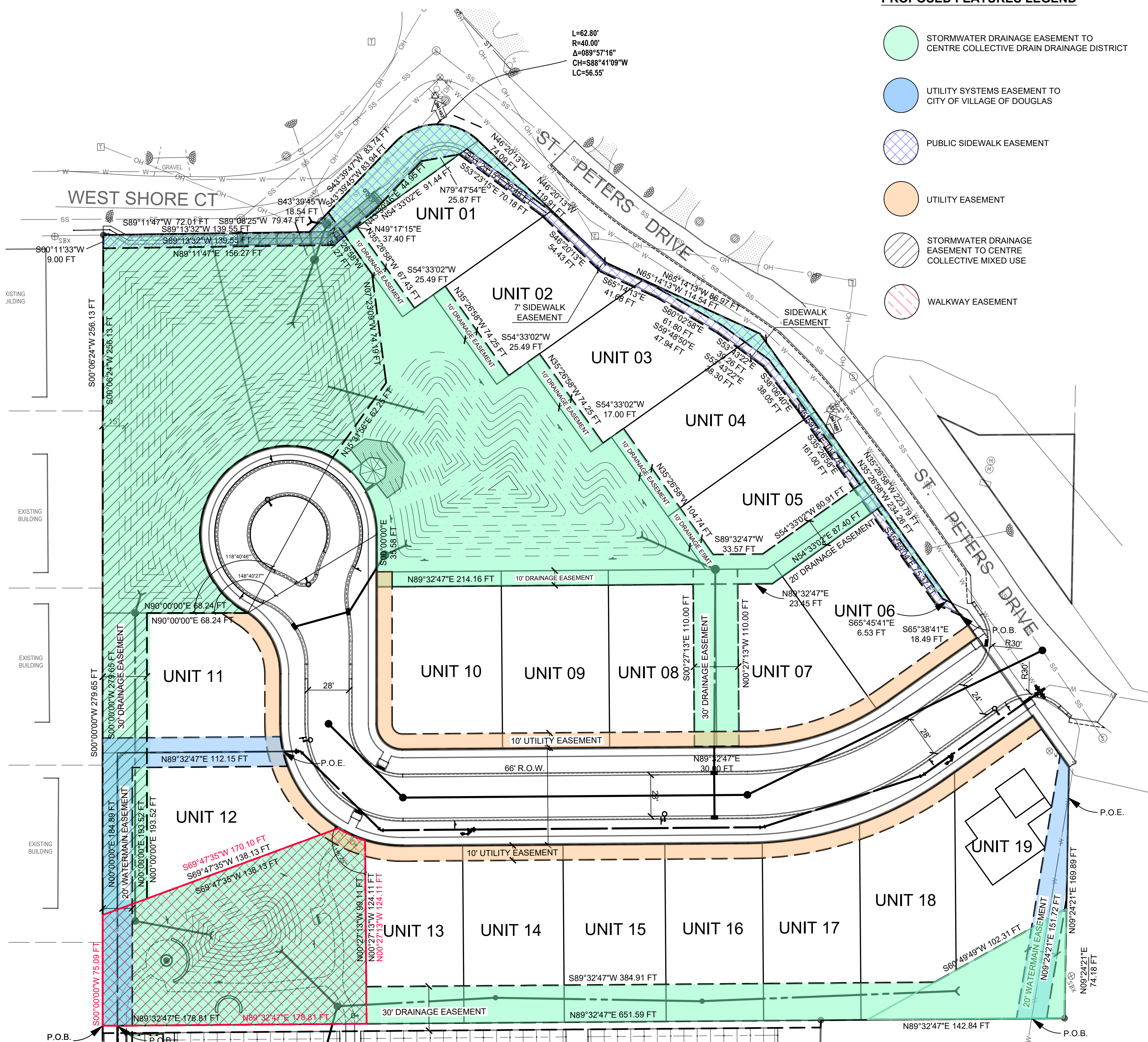
Thence S69°47'35"W 170.10 Feet;

Thence S00°00'00"W 75.09 Feet to the Place of Beginning.

### PROPOSED FEATURES LEGEND

- STORMWATER DRAINAGE EASEMENT TO CENTRE COLLECTIVE DRAINAGE DISTRICT
- UTILITY SYSTEMS EASEMENT TO CITY OF VILLAGE OF DOUGLAS
- PUBLIC SIDEWALK EASEMENT
- UTILITY EASEMENT
- STORMWATER DRAINAGE EASEMENT TO CENTRE COLLECTIVE MIXED USE
- WALKWAY EASEMENT

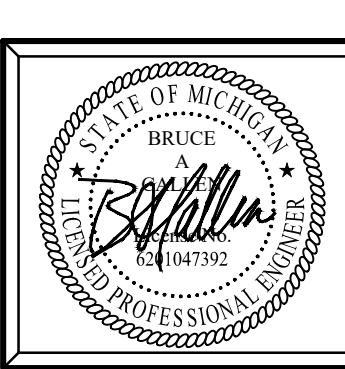
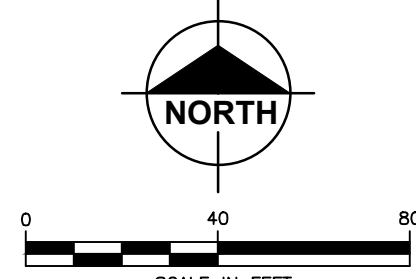
- ### LINE TYPE LEGEND
- EX. WATER UTILITY LINE
  - EX. GAS UTILITY LINE
  - EX. STORM UTILITY LINE
  - EX. SANITARY UTILITY LINE
  - EX. OVERHEAD UTILITY LINE
  - PROP. STORM SEWER
  - PROP. SANITARY SEWER
  - PROP. WATERMAIN



L=62.80'  
 R=40.00'  
 Δ=88°57'16"  
 CH=S88°41'09"W  
 LC=56.55'

Plan Prepared By:  
**Bruce A. Callen, PE**  
 Callen Engineering, Inc.  
 108 E. Savidge St.  
 Spring Lake, Michigan 49456

Tel: 616-414-5260  
 email: bcallen@callenengineering.com



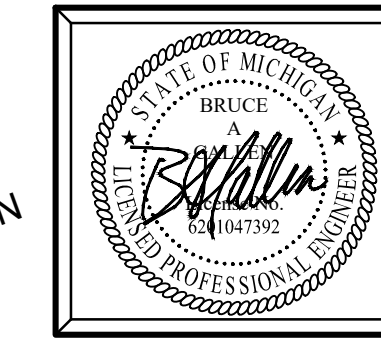




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FOR CONSTRUCTION

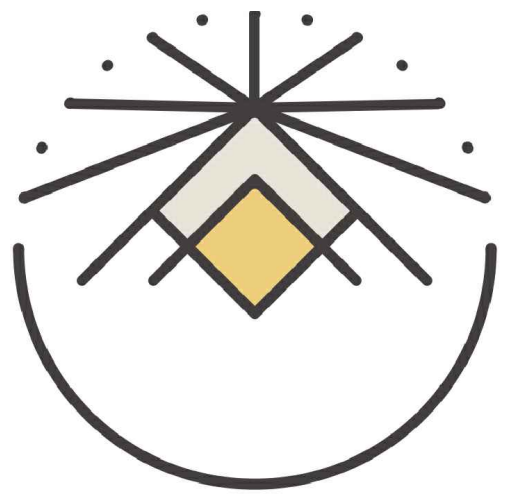
For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



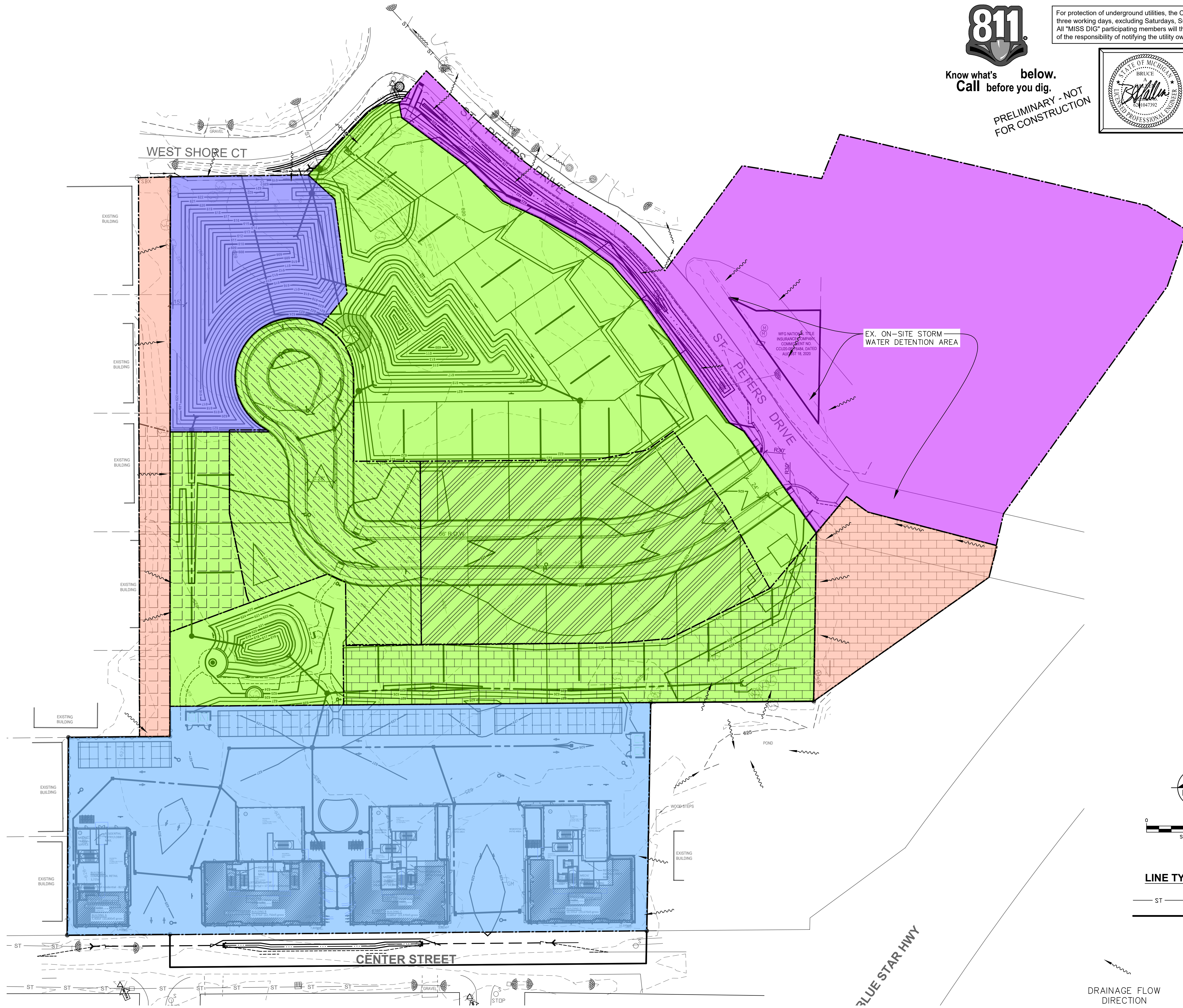
Plan Prepared By:

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Spring Lake, Michigan 49456

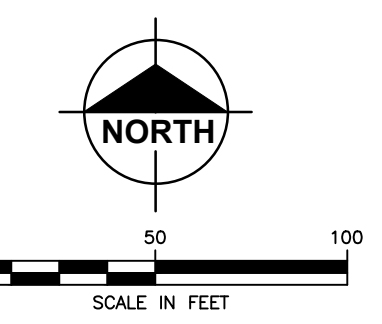
Tel: 616-414-5260  
email: bcallen@callenengineering.com



Prepared for:  
**KRE West Centre LLC**  
PO BOX 574  
Douglas, MI 49406  
t.269.420.5156



- SUB-CATCHMENT #1  
COMMERCIAL (3.04 ACRES)
- SUB-CATCHMENT #2  
RESIDENTIAL (6.26 ACRES)
- SUB-CATCHMENT #3  
OFFSITE AREA TO BASIN (0.89 ACRES)
- SUB-CATCHMENT #4  
POND AREA (0.54 ACRES)
- SUB-CATCHMENT #5  
CONTRIBUTING AREA TO ST  
PETER'S ROADSIDE DITCH
- STORM SUB-WATERSHED #1  
CONTRIBUTING AREA TO CB R1 - CB R2  
(1.01 ACRES)
- STORM SUB-WATERSHED #2  
CONTRIBUTING AREA TO CB R3 - CB R4  
(1.35 ACRES)
- STORM SUB-WATERSHED #3  
CONTRIBUTING AREA TO YD 1 - YD 2  
(0.38 ACRES)
- STORM SUB-WATERSHED #3  
CONTRIBUTING AREA TO UNITS 11-12 REAR  
YARD SWALE (0.51 ACRES)



- LINE TYPE LEGEND**
- ST ST ST - EX. STORM UTILITY LINE
  - PROP. STORM SEWER

DRAINAGE FLOW  
DIRECTION

# CENTRE COLLECTIVE

324 West Center Street  
Douglas, Michigan



**Callen Engineering, Inc.**  
108 East Savidge Street  
Spring Lake, MI 49456  
t.616.414.5260  
www.callenengineering.com

## WATERSHED PLAN

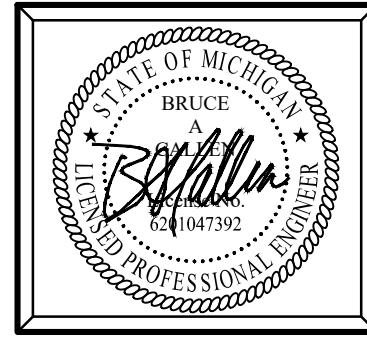
Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: JULY 30, 2024

DATE OF PLAN: 01-08-24



Know what's below. Call before you dig.

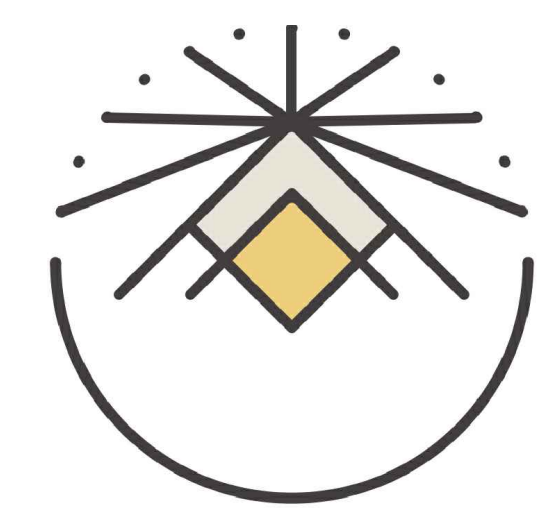
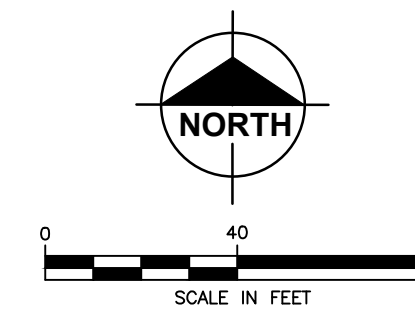
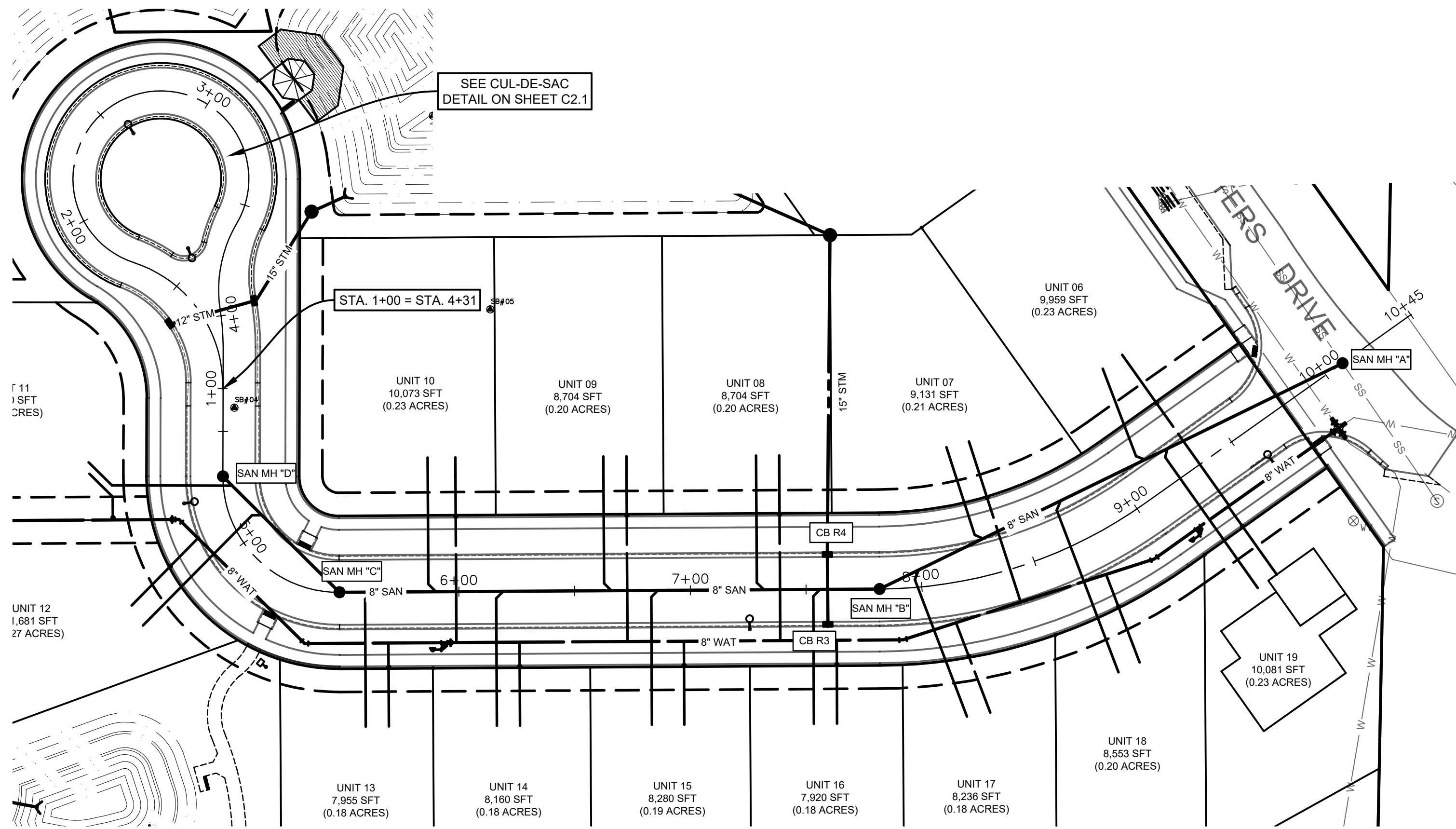
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LINE TYPE LEGEND

- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN



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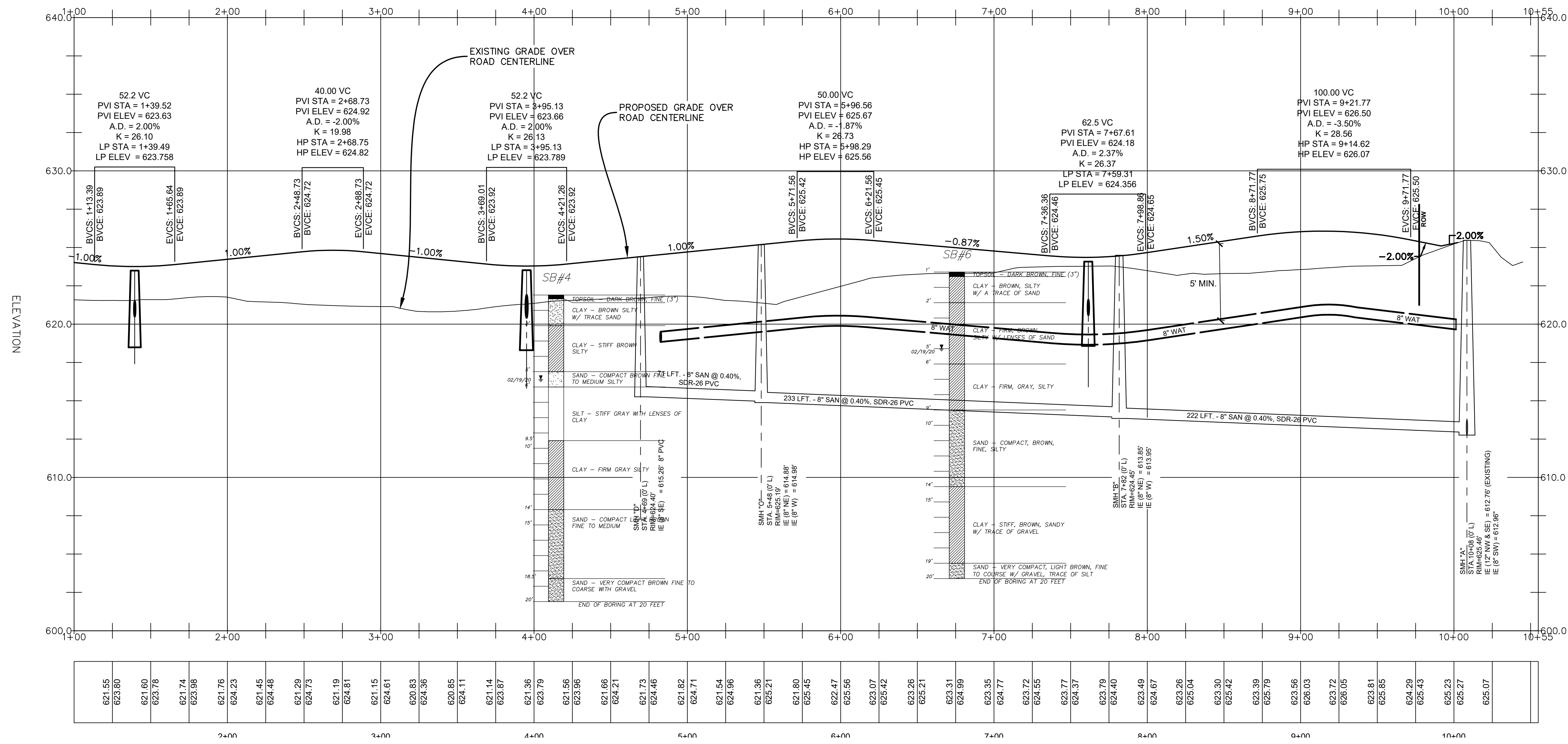
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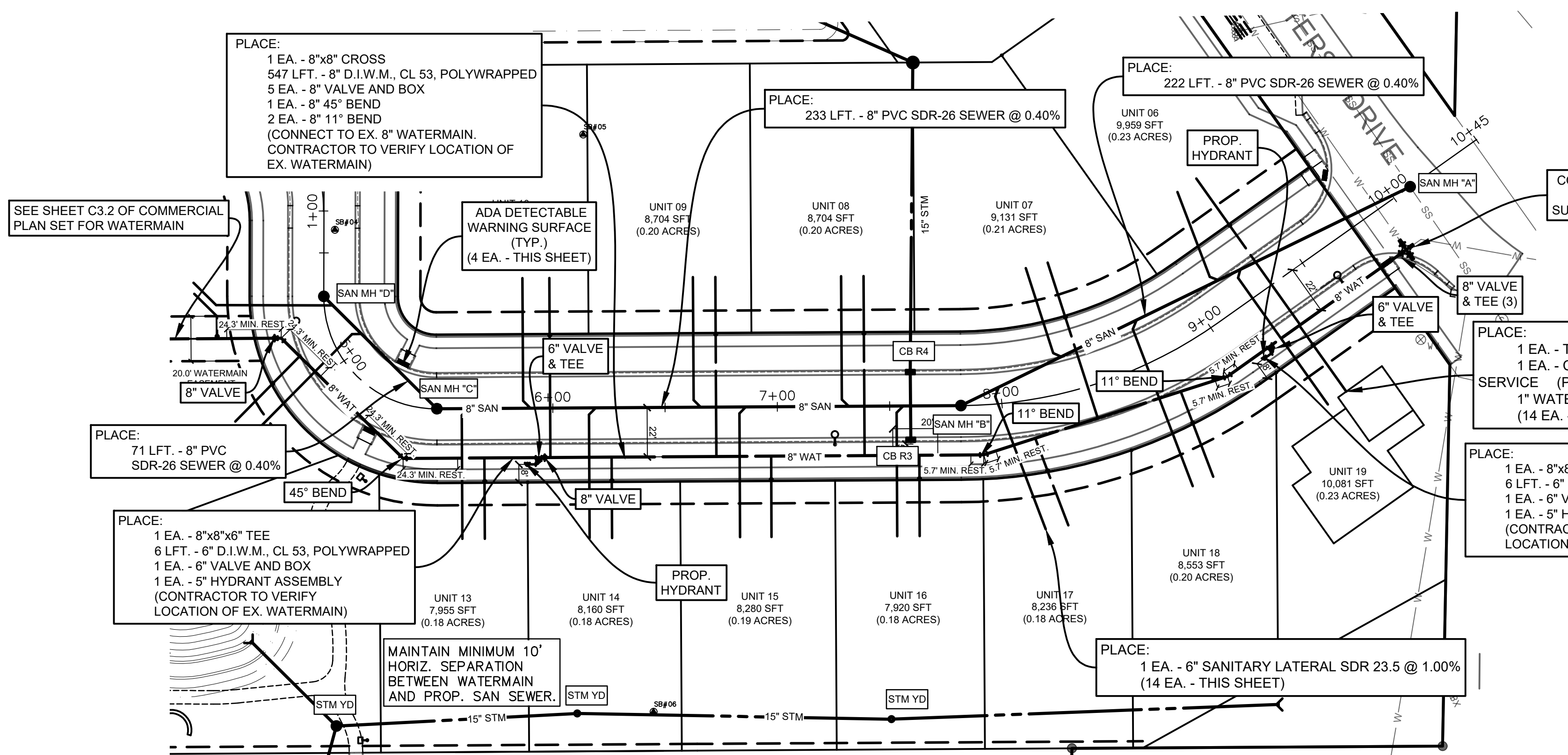
BEACHWOOD WAY  
PLAN AND PROFILE

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: JULY 30, 2024



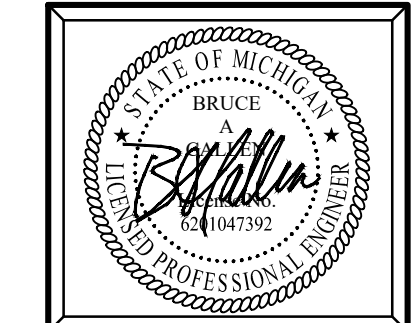
DATE OF PLAN: 01-08-24

C3.0



Know what's below.  
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For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



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**LINE TYPE LEGEND**

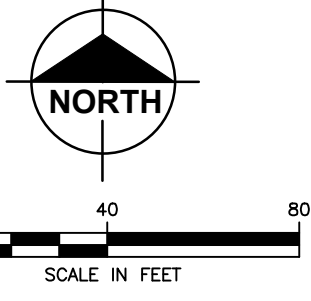
- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN

**SANITARY SEWER NOTES**

1. CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. MAINTAIN MINIMUM 18 INCHES OF VERTICAL SEPARATION AND 10' HORIZONTAL SEPARATION BETWEEN ALL WATERMAIN AND SEWER.
3. ALL INSTALLATION OF AND MATERIALS FOR SANITARY SEWER, LATERALS, AND CONNECTION THE EXISTING SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS TITLED "CITY OF DOUGLAS, SECTION 6 SPECIFICATIONS FOR SANITARY SEWER", DATED MAY, 2023 THAT HAVE BEEN ADOPTED FOR THIS PROJECT.
4. A PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE SANITARY SEWER CONSTRUCTION ACTIVITIES BEGIN.
5. SANITARY SEWER MUST BE AIR TESTED, MANDREL TESTED AND TELEVIEWED NO SOONER THAN 30 DAYS AFTER INSTALLATION AND AFTER PRIVATE UTILITIES ARE INSTALLED, WHICHEVER IS LATER.

**WATERMAIN NOTES**

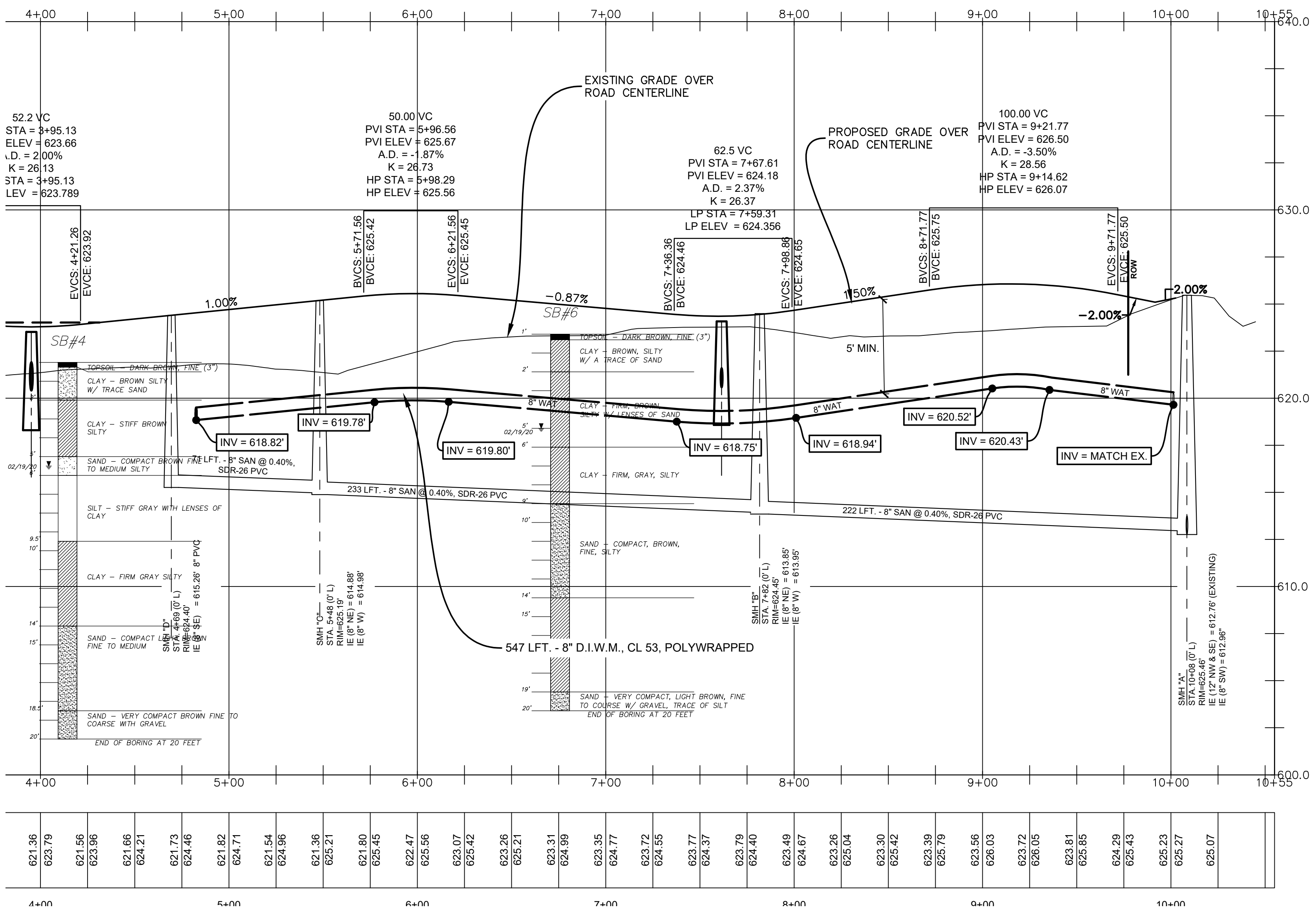
1. TOP OF PIPE SHALL BE A MINIMUM OF 5'-0" BELOW THE FINISH GROUND SURFACE.
2. ALL PIPE TO HAVE NECESSARY JOINT RESTRAINTS PER PROJECT SPECIFICATIONS.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING WATERMAIN PRIOR TO CONSTRUCTION.
4. MAINTAIN 18 INCHES OF VERTICAL CLEARANCE AND 10 FEET OF HORIZONTAL CLEARANCE BETWEEN WATERMAIN AND SEWERS.
5. HYDRANT TYPE SHALL BE CITY OF VILLAGE OF DOUGLAS STANDARD. HYDRANT SHALL HAVE 6'-0" BURY WITH STORZ CONNECTION. HYDRANT MARKERS SHALL BE FLEXSTAKE FH800 SERIES (RED W/ HYDRANT DECAL) 48 INCHES TALL OR APPROVED EQUAL.
6. ALL INSTALLATION OF AND MATERIALS FOR WATERMAIN, WATER SERVICES, CONNECTION TO THE EXISTING WATERMAIN, SPECIFICATIONS TITLED "CITY OF DOUGLAS, SECTION 4 SPECIFICATIONS FOR WATER MAINS", DATED MAY, 2023 THAT HAVE BEEN ADOPTED FOR THIS PROJECT.
7. A PRE-CONSTRUCTION MEETING WITH THE KLSWA IS REQUIRED BEFORE WATERMAIN CONSTRUCTION ACTIVITIES MAY BEGIN.
8. WATER MAIN FLUSHING, PRESSURE TESTING AND BACTERIOLOGICAL TESTING SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. FLOW TESTING UPON COMPLETION OF THE PROJECT SHALL BE IN ACCORDANCE WITH SAUGATUCK TOWNSHIP FIRE DEPT. REQUIREMENTS



**SANITARY STRUCTURE SCHEDULE (THIS SHEET)**

- SMH "A" (4" DIA) STA. 10+08 (0' L)  
RIM = 625.46 FT (COVER: KLSWA STANDARD)  
8" INV (NW & SE) = 612.76 FT (EXISTING)  
8" INV (SW) = 612.96 FT (8" PVC)
- SMH "B" (4" DIA) STA. 7+82 (0' L)  
RIM = 624.45 FT (COVER: KLSWA STANDARD)  
8" INV (NE) = 613.85 FT (8" PVC)  
8" INV (W) = 613.95 FT (8" PVC)
- SMH "C" (4" DIA) STA. 5+48 (0' L)  
RIM = 625.19 FT (COVER: KLSWA STANDARD)  
8" INV (NE) = 614.88 FT (8" PVC)  
8" INV (W) = 614.98 FT (8" PVC)
- SMH "D" (4" DIA) STA. 4+69 (0' L)  
RIM = 624.40 FT (COVER: KLSWA STANDARD)  
8" INV (SE) = 615.26 FT (8" PVC)

HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



**TABLE 3  
DUCTILE IRON PIPE RESTRAINT LENGTH REQUIRED, FEET**

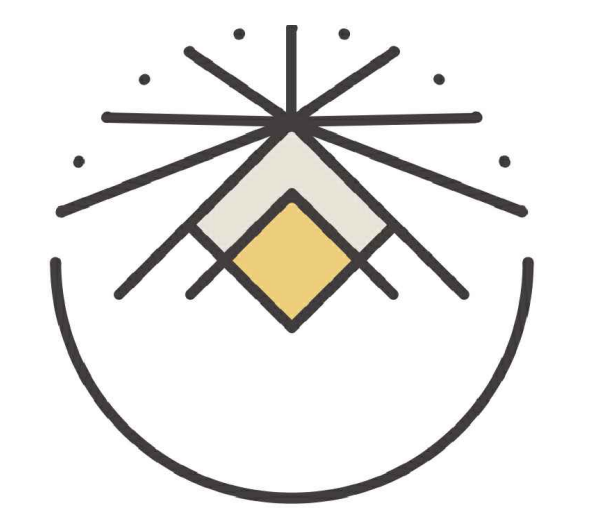
Pipe Diameter	Tees, 90° Bends	45° Bends	22-1/2° Bends	11-1/4° Bends	Dead Ends	Reducers (one size) **
4"	23	9	5	2	57	
6"	32	13	6	3	82	63
8"	41	17	8	4	104	55
12"	58	24	12	6	149	120
16"	74	31	15	7	192	110
20"	89	37	18	9	233	104

\*A multiplier of 1.43 must be used if the pipe is installed with polyethylene wrap and for PVC pipe.

\*\*If straight run of pipe on small side of reducer exceeds this value, then no restrained joints are necessary.

**PRIVATE UTILITY NOTE:**

PRIVATE UTILITIES LOCATIONS WILL BE BASED UPON LOCATIONS REQUESTED BY UTILITY COMPANIES (GAS, ELECTRIC, AND COMMUNICATIONS) WITH CONSIDERATION OF PUBLIC UTILITY LOCATIONS AND EASEMENTS.  
NOTE:  
EASEMENTS FOR PRIVATE UTILITIES WILL BE BASED UPON LOCATIONS REQUESTED BY UTILITY COMPANIES (GAS, ELECTRIC, AND COMMUNICATIONS) WITH CONSIDERATION OF PUBLIC UTILITY LOCATIONS AND EASEMENTS.



Prepared for:  
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**CENTRE COLLECTIVE**  
324 West Center Street  
Douglas, Michigan



**Callen Engineering, Inc.**  
108 east savidge street  
spring lake, mi 49456  
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**BEACHWOOD WAY  
UTILITY PLAN AND  
PROFILE**

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: JULY 30, 2024

DATE OF PLAN: 01-08-24

**STORM STRUCTURE SCHEDULE  
(THIS SHEET)**

- MH#5 (5' DIA) RIM = 626.50 FT  
(COVER: EJJW 1045 Z SERIES W/ SOLID COVER OR A.E.)  
24" INV (NW) = 621.16 FT (HDPE STM @ 0.35%)  
18" INV (SSW) = 621.26 FT (HDPE STM @ 0.22%)  
15" INV (E) = 621.60 FT (HDPE STM @ 0.22%)
- YD#1 (4' DIA) RIM = 624.50 FT (COVER: EJJW 1045Z W/ O2 GRATE OR A.E.)  
15" INV (W) = 621.84 FT (HDPE STM @ 0.22%)  
15" INV (E) = 621.94 FT (HDPE STM @ 0.22%)
- YD#2 (2' DIA) RIM = 624.75 FT (COVER: EJJW 1045Z W/ O2 GRATE OR A.E.)  
15" INV (W) = 622.25 FT (HDPE STM @ 0.22%)  
12" INV (E) = 622.35 FT (HDPE STM @ 0.30%)

**STORM STRUCTURE NOTES**

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.

STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.

MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.

ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.

CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.

MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE.  
CATCH BASIN RIM ELEVATIONS SHALL BE SET 1 3/8" BELOW PLAN GRADE.

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

**LINE TYPE LEGEND**

- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN

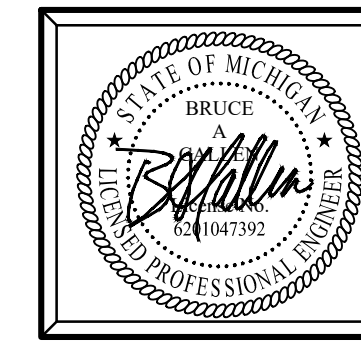


Know what's below.  
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**STORM STRUCTURE SCHEDULE  
(THIS SHEET)**

- MH#3 (4' DIA) RIM = 623.50 FT  
(COVER: EJJW 1045 Z SERIES W/ SOLID COVER OR A.E.)  
24" INV (NE) = 620.47 FT (HDPE STM @ 0.35%)  
24" INV (S) = 620.47 FT (HDPE STM @ 0.35%)
- MH#4 (4' DIA) RIM = 625.50 FT (OVERFLOW)  
(COVER: EJJW 1045 Z SERIES W/ SOLID COVER OR A.E.)  
24" INV (N) = 621.05 FT (HDPE STM @ 0.35%)  
24" INV (SE) = 621.15 FT (HDPE STM @ -6.20%)

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

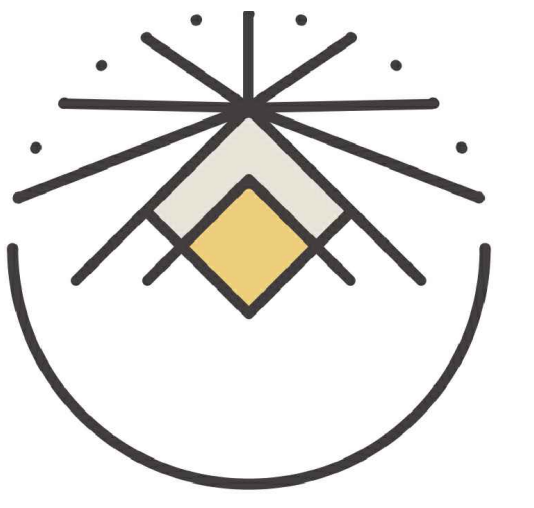


Plan Prepared By:

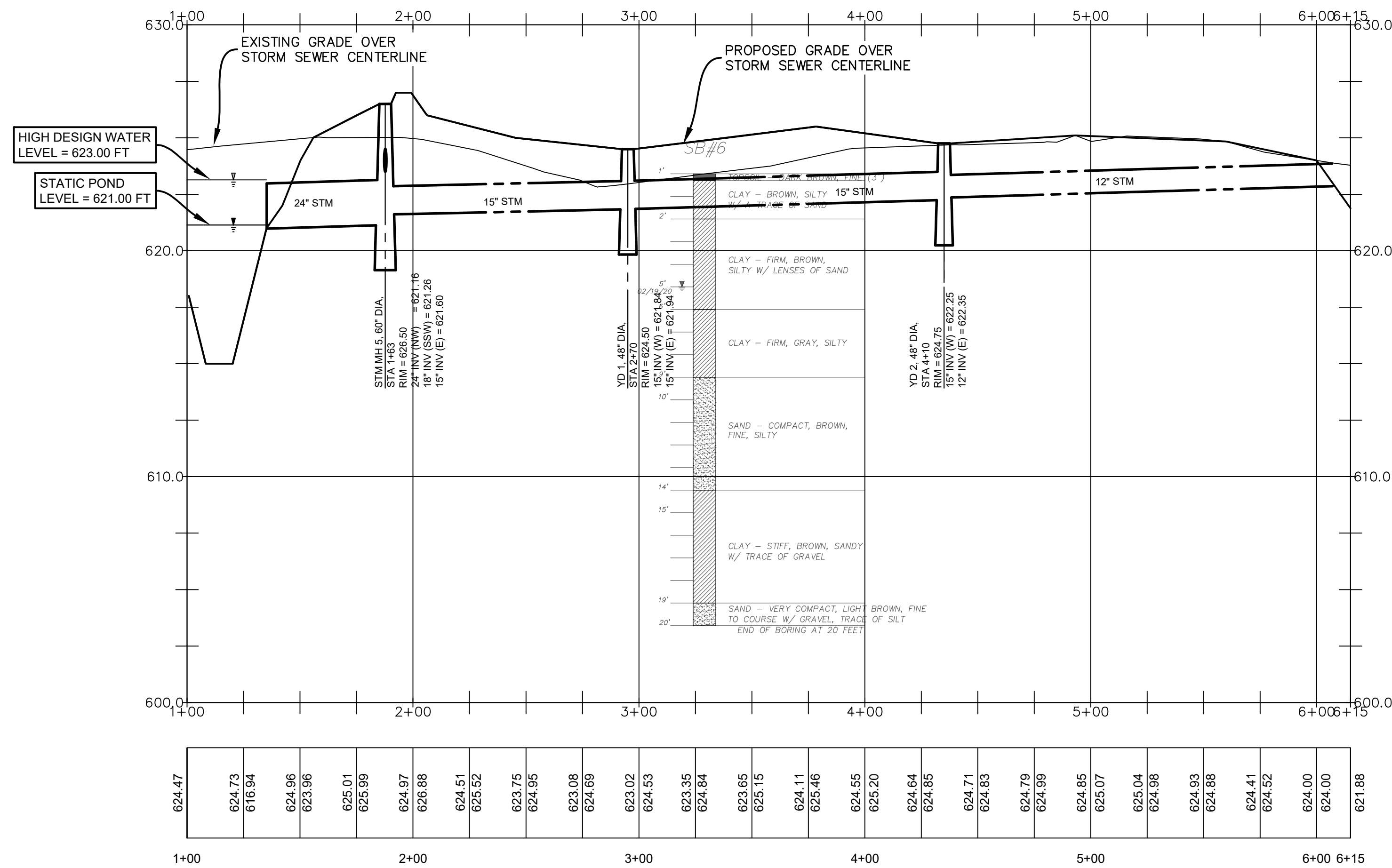
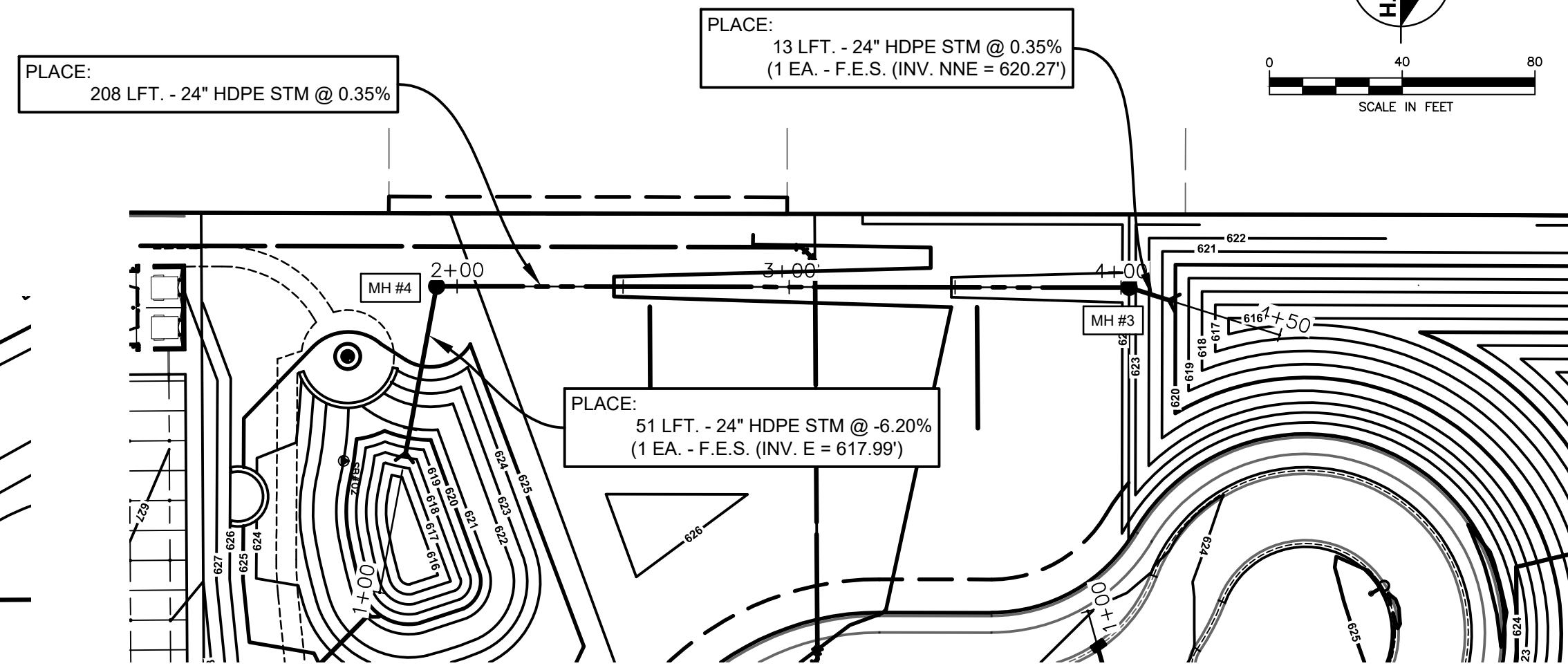
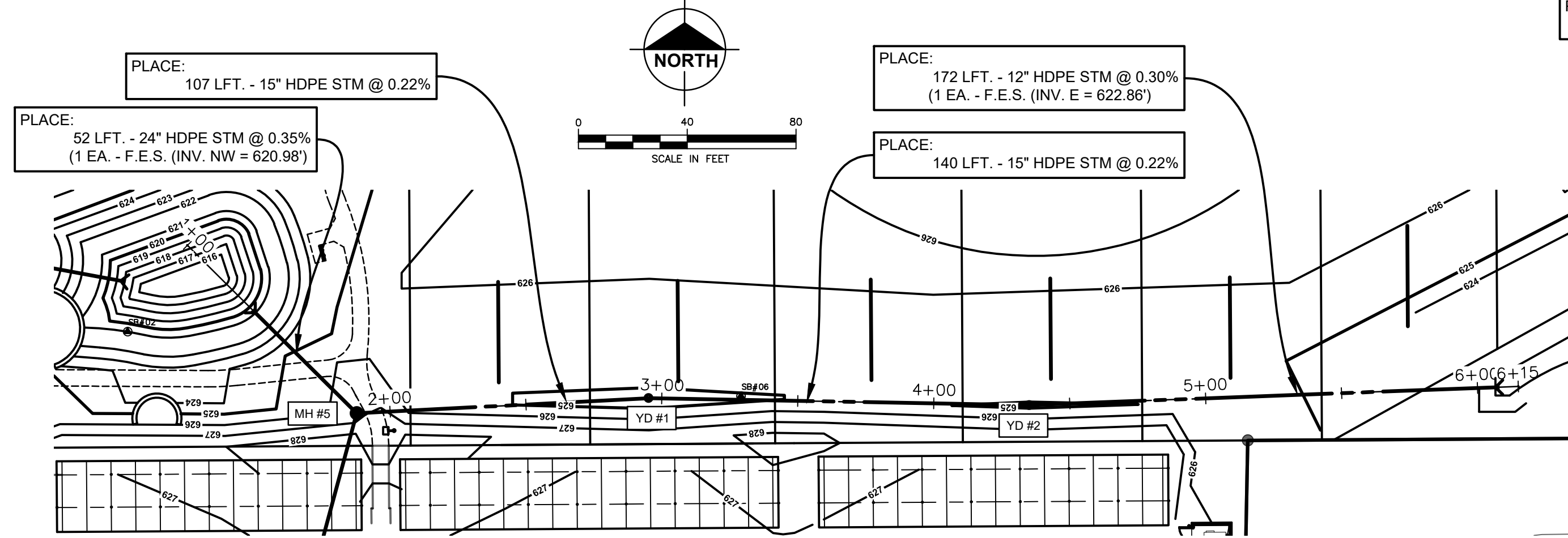
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PRELIMINARY - NOT  
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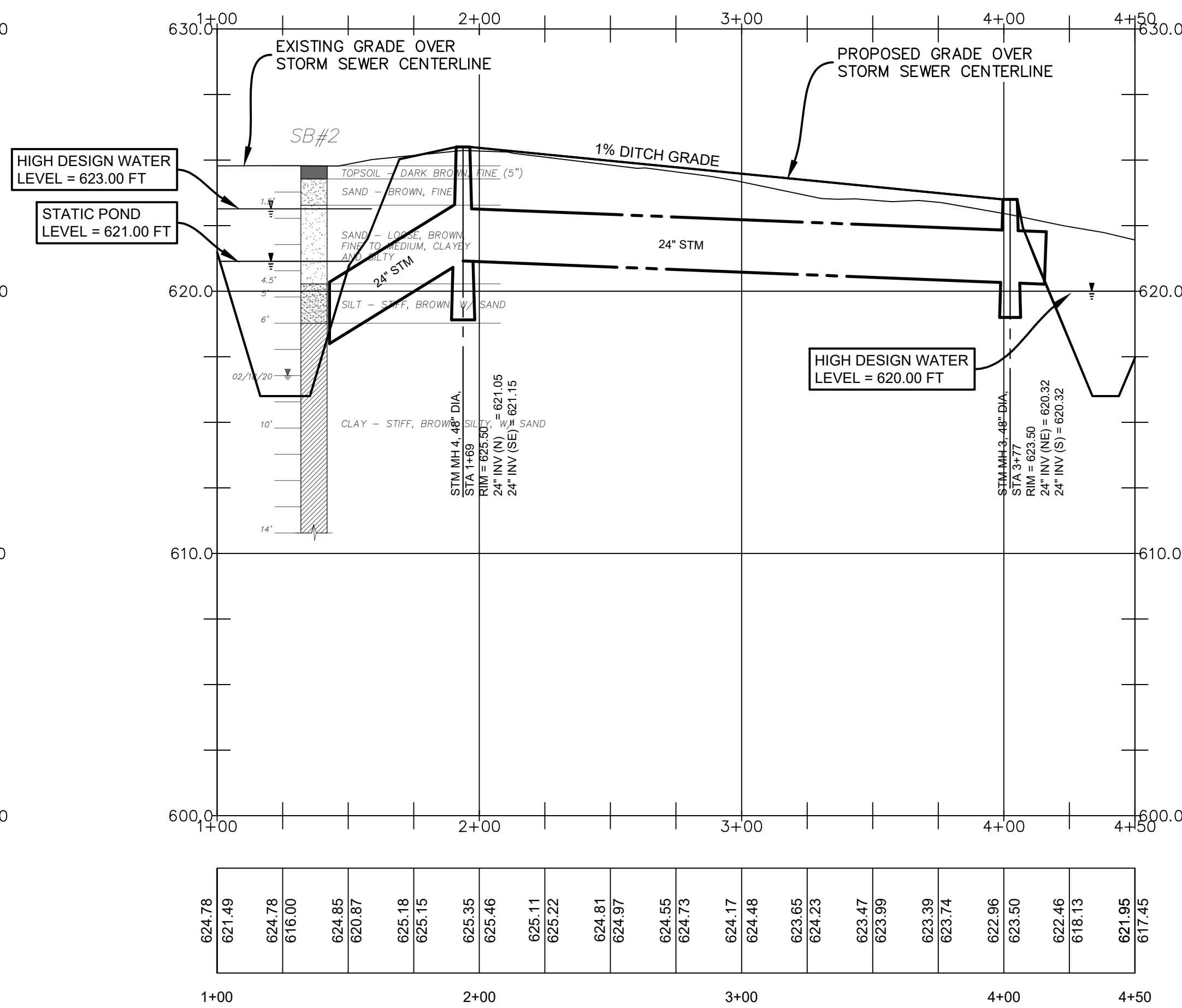


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HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'

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**STORM SEWER PLAN  
AND PROFILE**

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: JULY 30, 2024

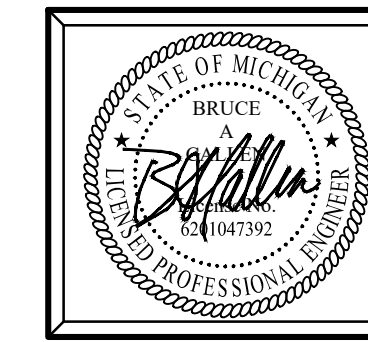
DATE OF PLAN: 01-08-24

**C3.2**

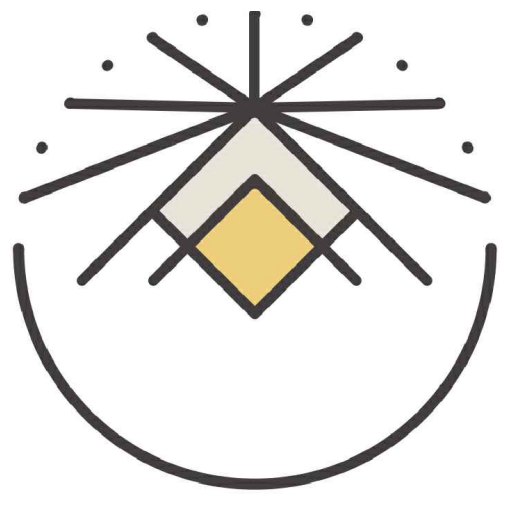


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Bruce A. Callen, P.E.  
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Prepared for:  
**KRE West Centre LLC**  
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Douglas, MI 49406  
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PRELIMINARY - NOT FOR CONSTRUCTION

**STORM STRUCTURE SCHEDULE (THIS SHEET)**

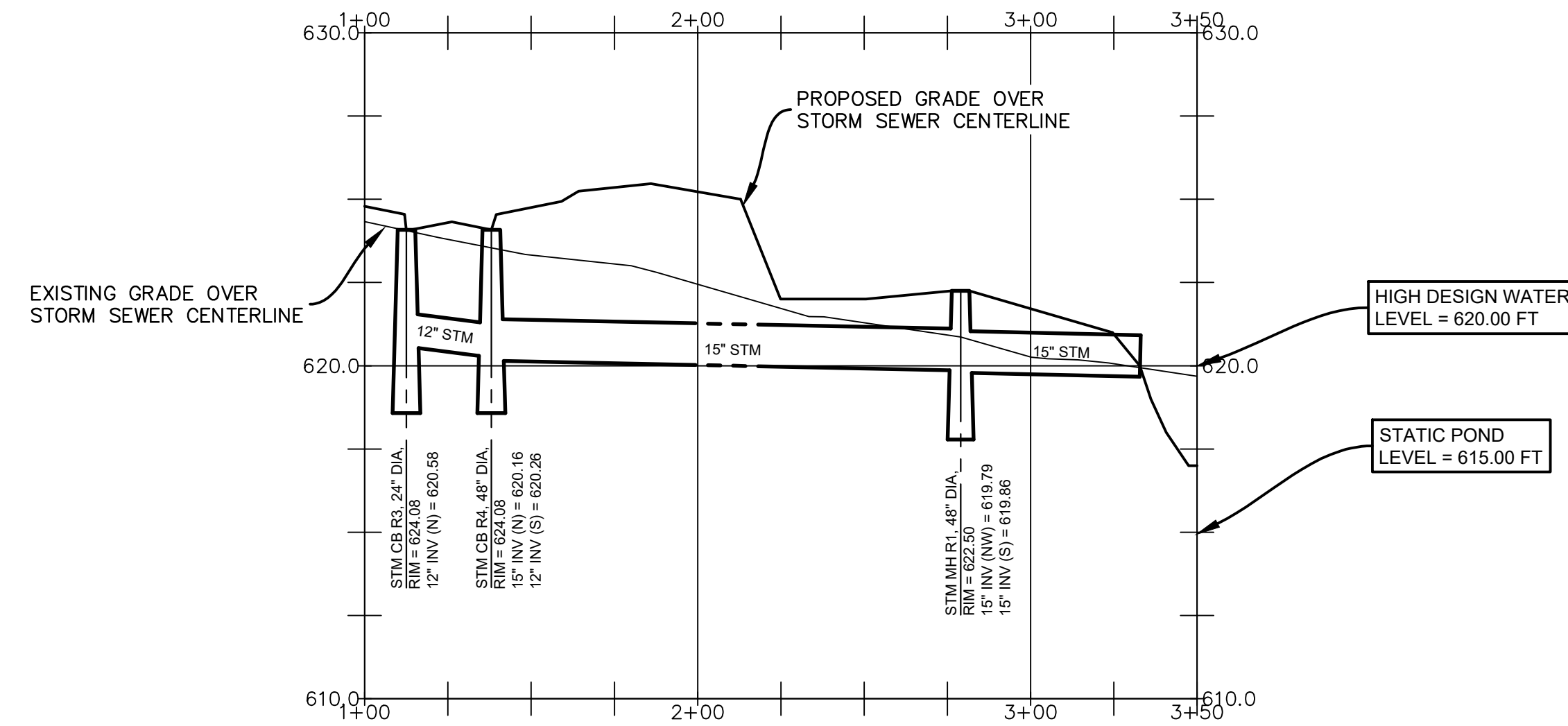
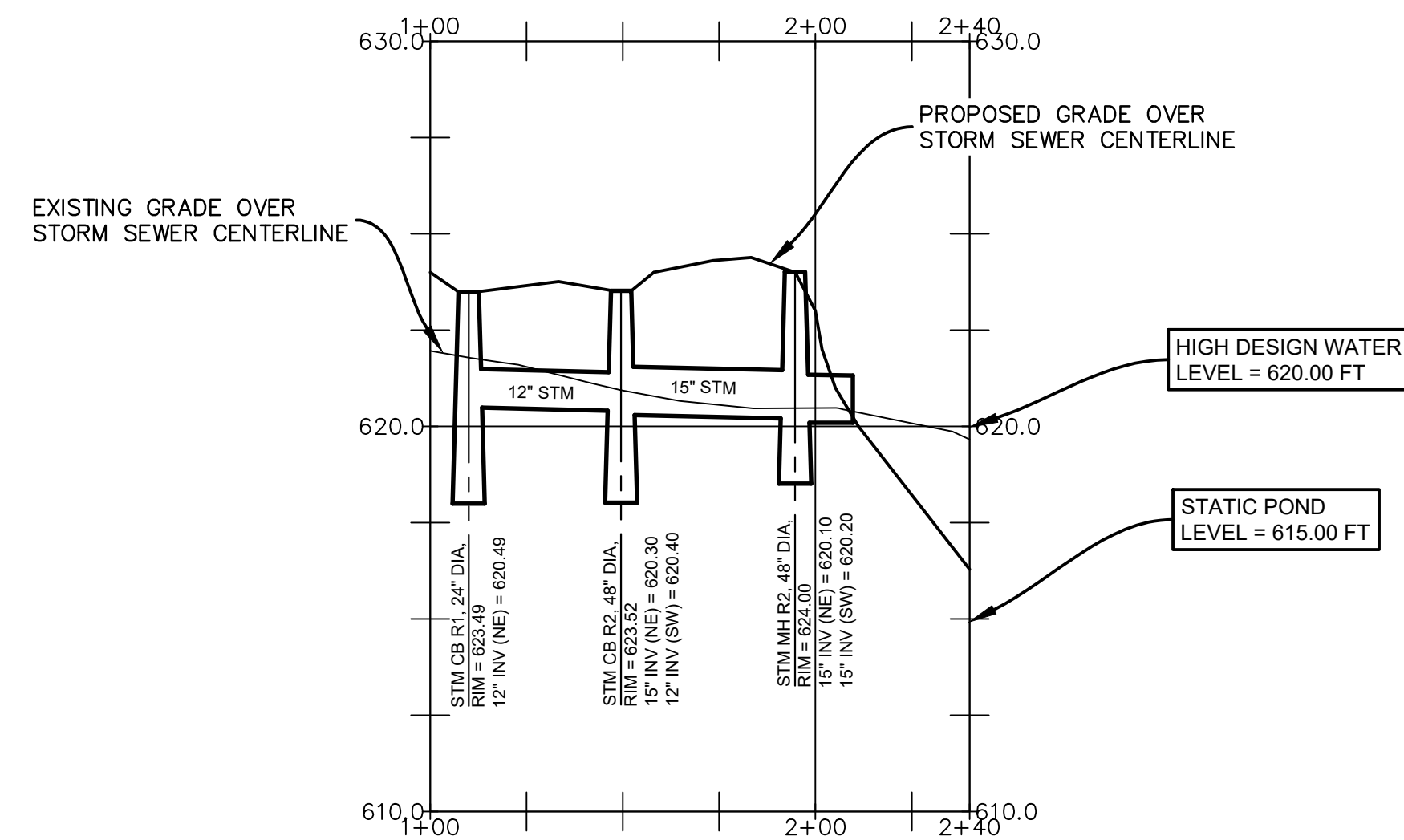
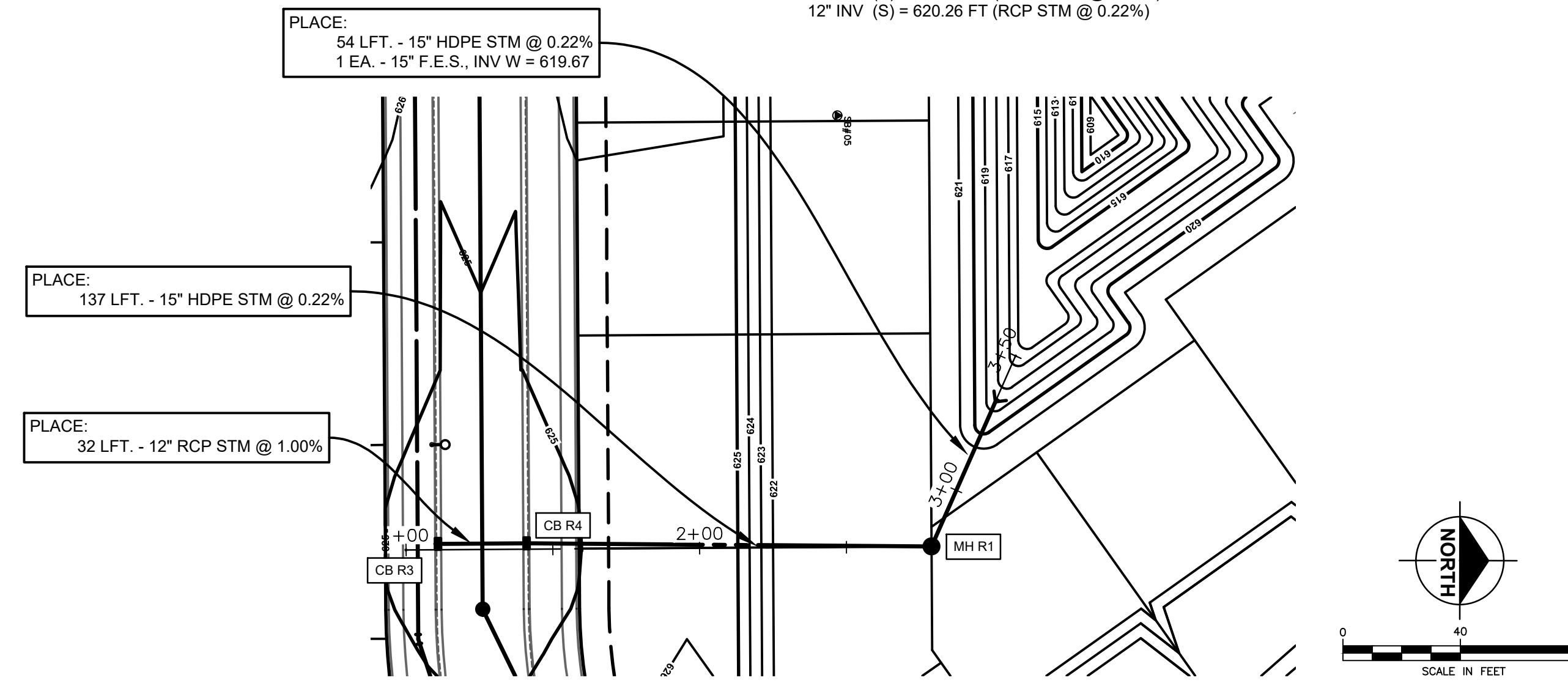
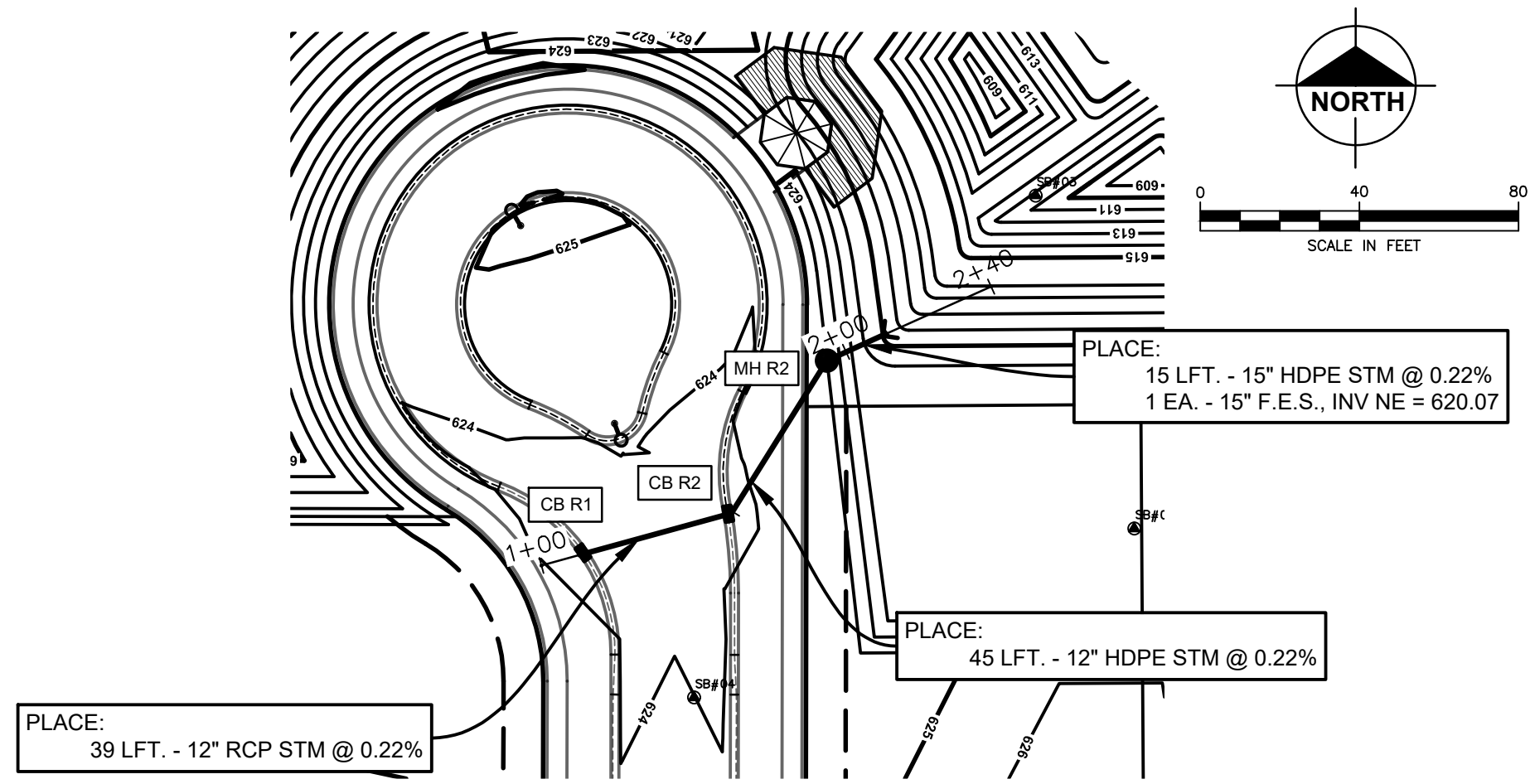
- CB #R1 (2' DIA) RIM = 623.49 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
12" INV (NE) = 620.49 FT (RCP STM @ 0.22%)
- CB #R2 (4' DIA) RIM = 623.52 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
15" INV (NE) = 620.30 FT (HDPE STM @ 0.22%)  
12" INV (SW) = 620.40 FT (RCP STM @ 0.22%)
- MH#R2 (4' DIA) RIM = 624.00 FT  
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)  
15" INV (NE) = 620.10 FT (HDPE STM @ 0.22%)  
15" INV (SW) = 620.20 FT (HDPE STM @ 0.22%)

**STORM STRUCTURE NOTES**

- STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.
- STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.
- MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.
- ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.
- CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.
- MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE. CATCH BASIN RIM ELEVATIONS SHALL BE SET 1/8" BELOW PLAN GRADE.
- ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.
- THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

**STORM STRUCTURE SCHEDULE (THIS SHEET)**

- MH #R1 (4' DIA) RIM = 622.50 FT  
(COVER: EJIW 1045 Z SERIES W/ TYPE 02 BEEHIVE OR A.E.)  
15" INV (NW) = 619.79 FT (HDPE STM @ 0.22%)  
15" INV (S) = 619.86 FT (HDPE STM @ 0.22%)
- CB #R3 (2' DIA) RIM = 624.08 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
12" INV (N) = 620.58 FT (RCP STM @ 1.00%)
- CB #R4 (4' DIA) RIM = 624.08 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
15" INV (N) = 620.16 FT (HDPE STM @ 0.22%)  
12" INV (S) = 620.26 FT (RCP STM @ 0.22%)



**LINE TYPE LEGEND**

- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- DH — DH — DH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN

HORIZONTAL SCALE: 1"=40'

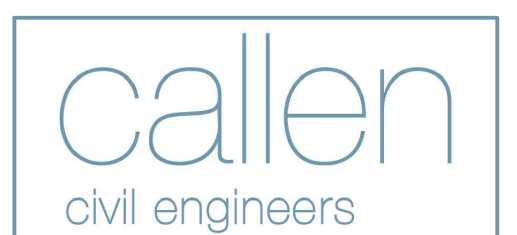
VERTICAL SCALE: 1"=4'

HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'

DATE OF PLAN: 01-08-24

**CENTRE COLLECTIVE**  
324 West Center Street  
Douglas, Michigan

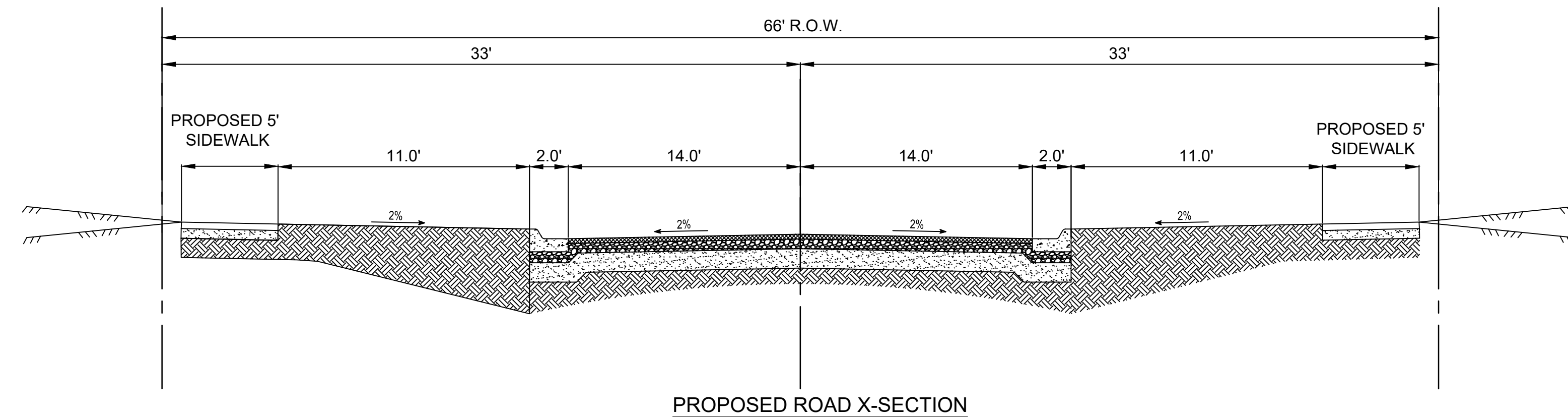


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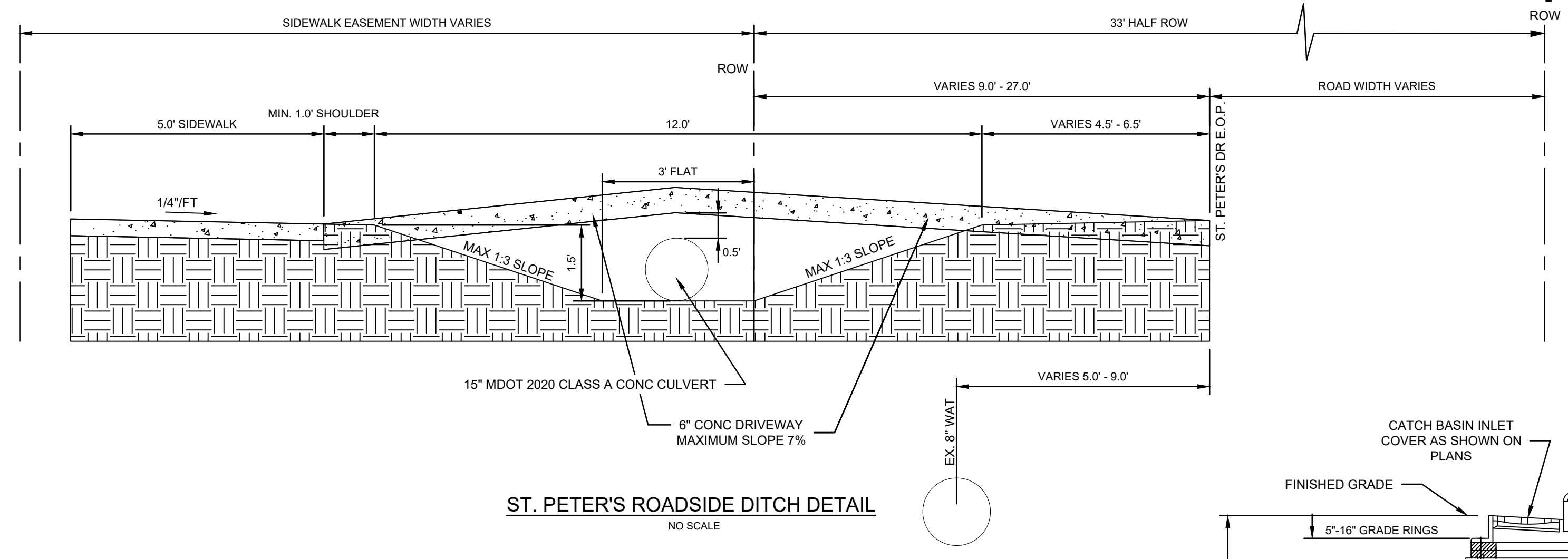
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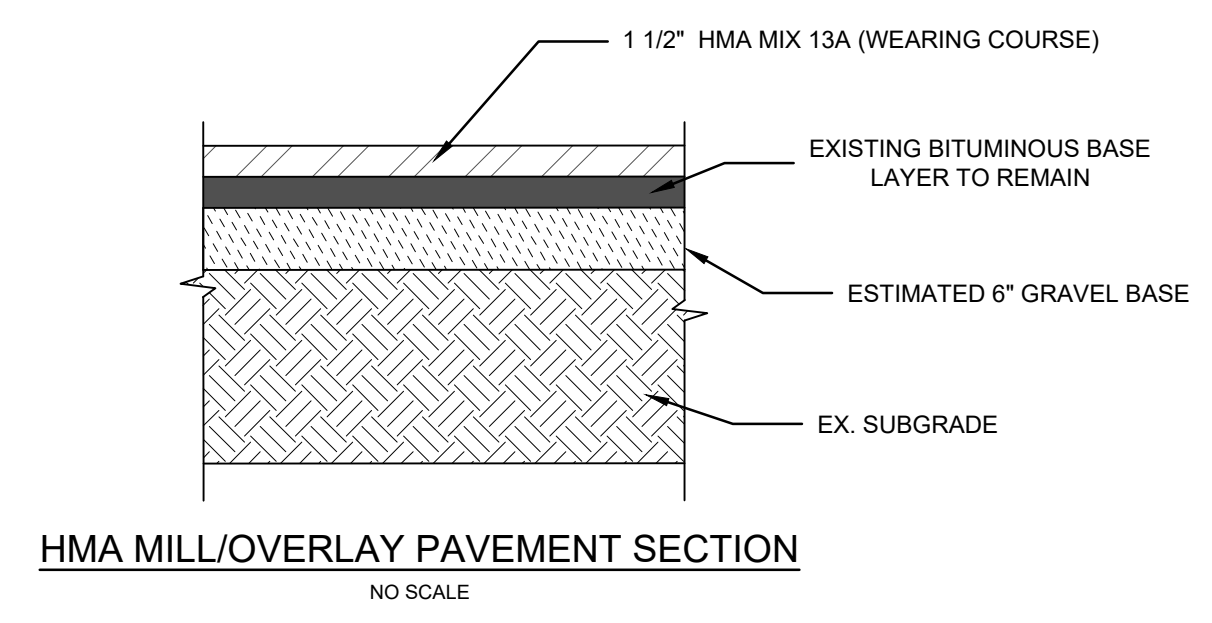
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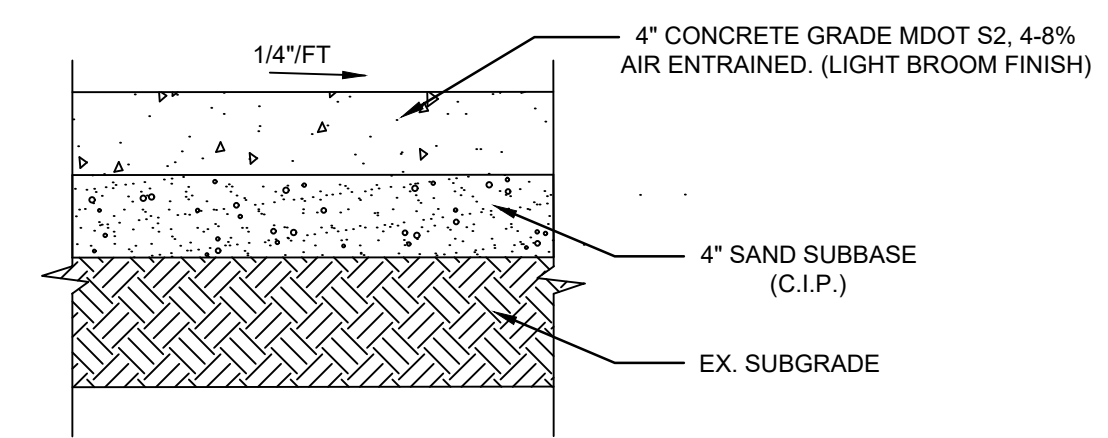
PROPOSED ROAD X-SECTION



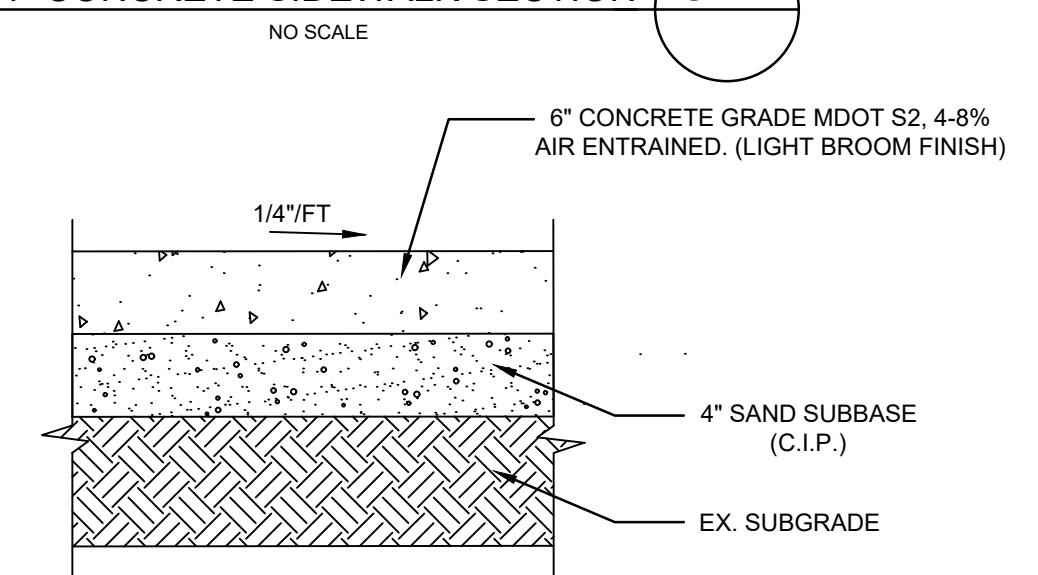
ST. PETER'S ROADSIDE DITCH DETAIL



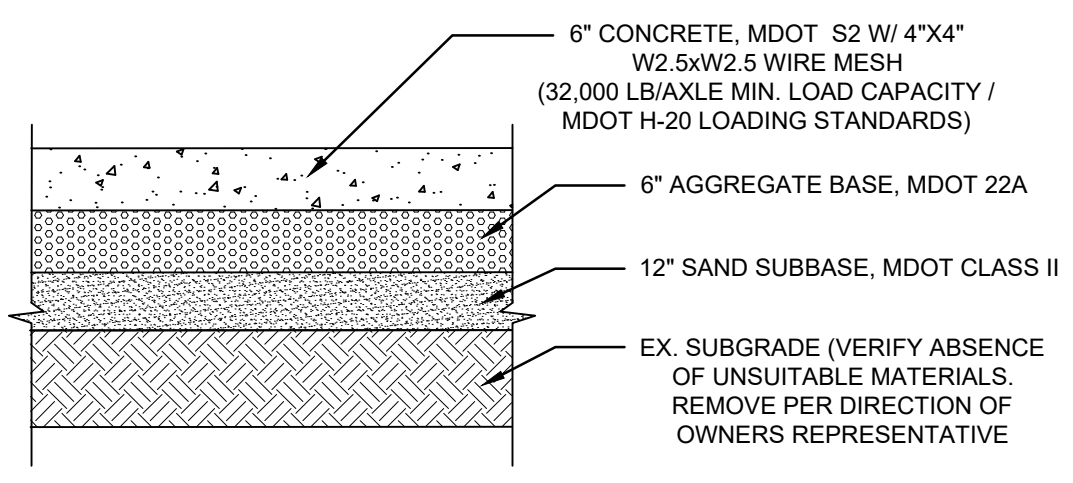
HMA MILL/OVERLAY PAVEMENT SECTION



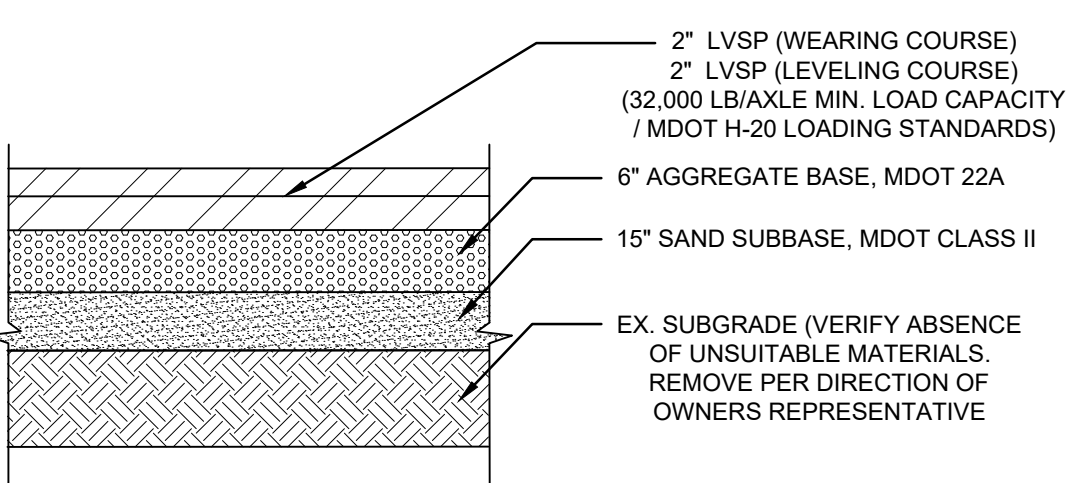
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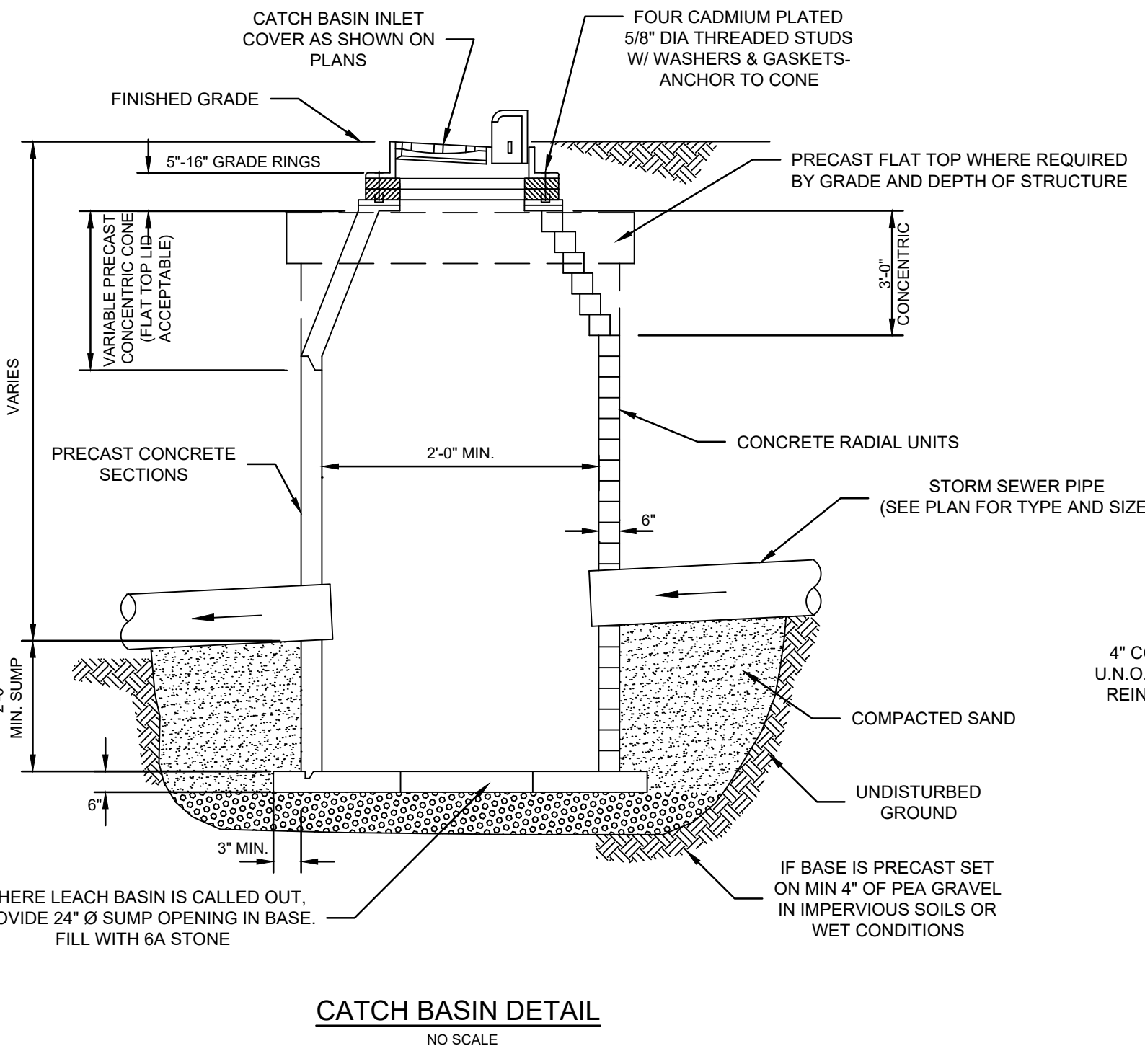
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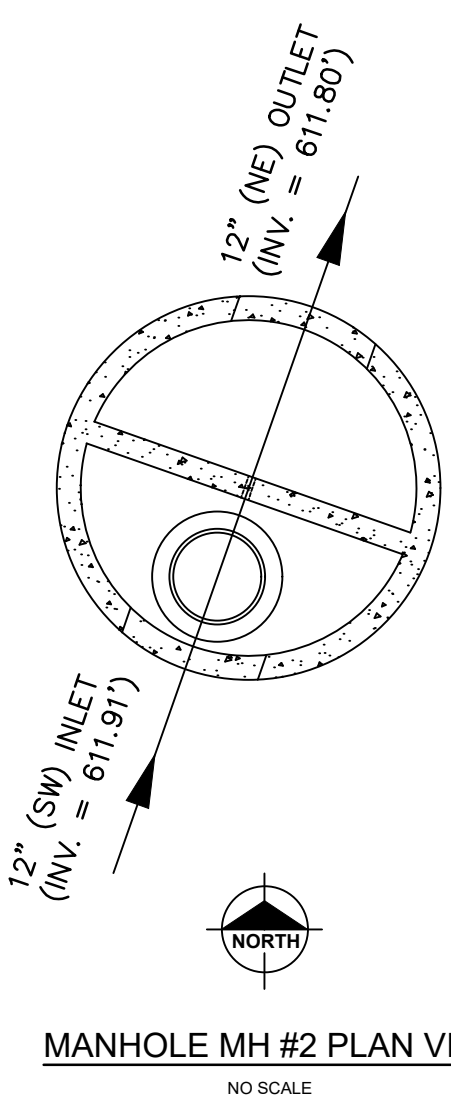
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HMA PAVEMENT SECTION



CATCH BASIN DETAIL



MANHOLE MH #2 PLAN VIEW

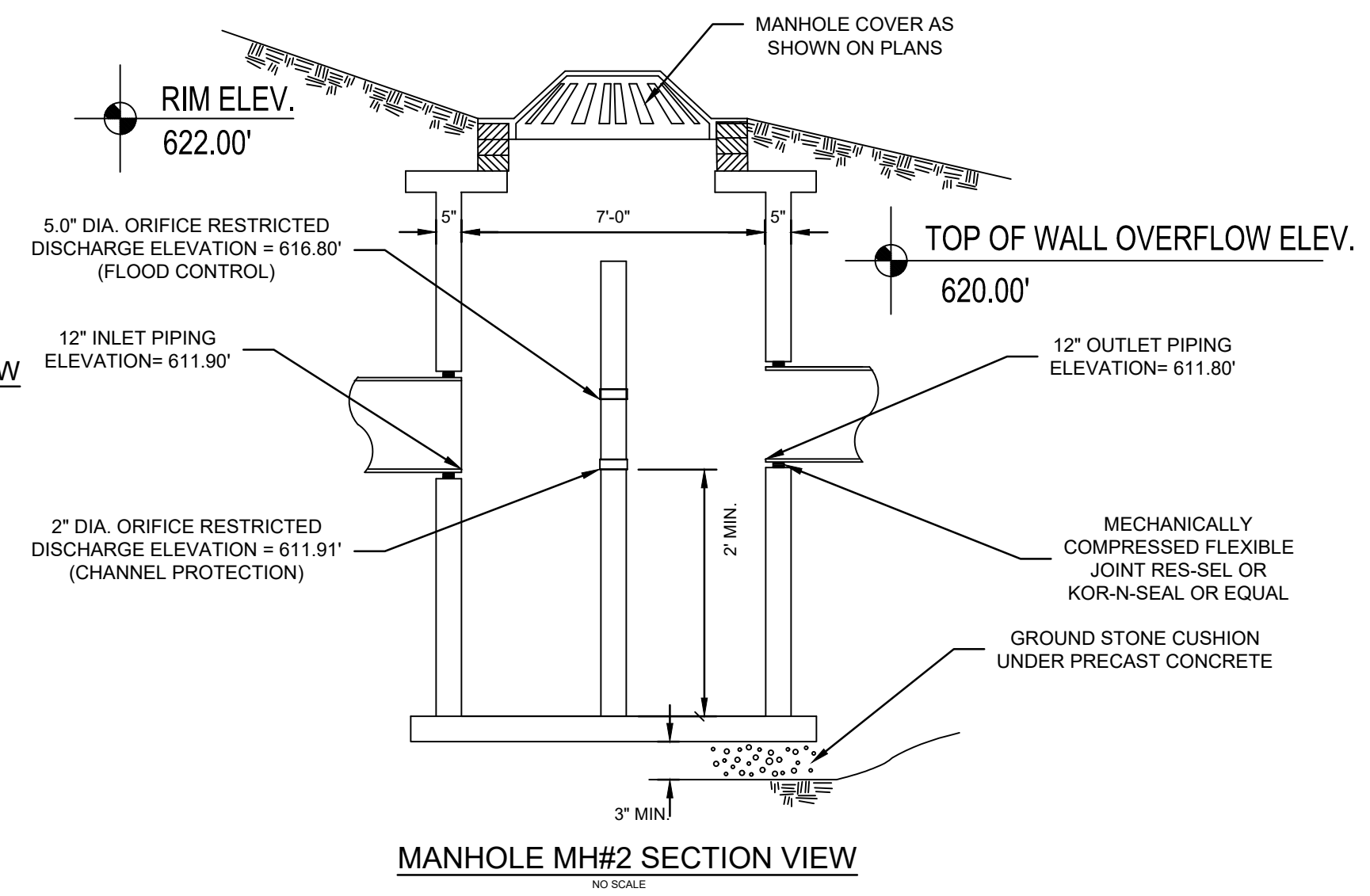


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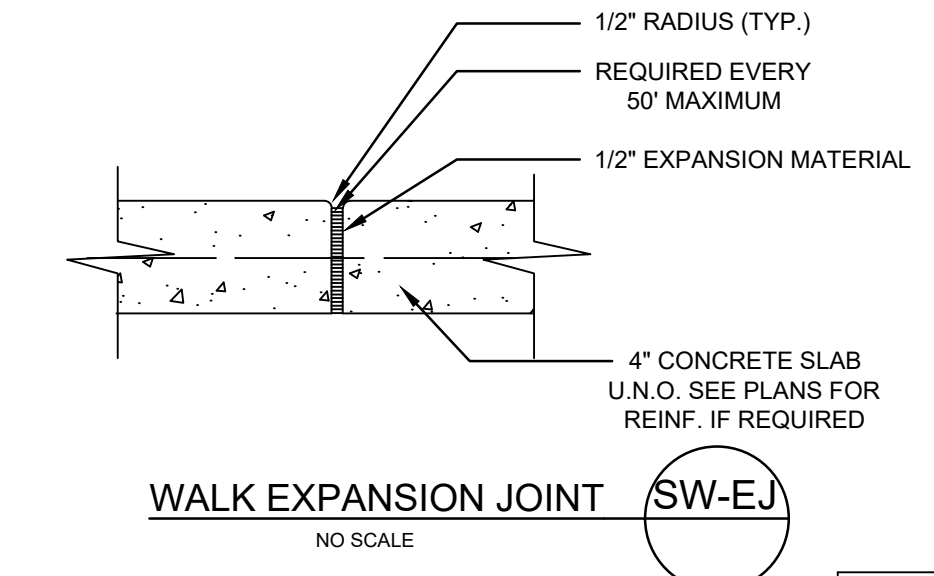
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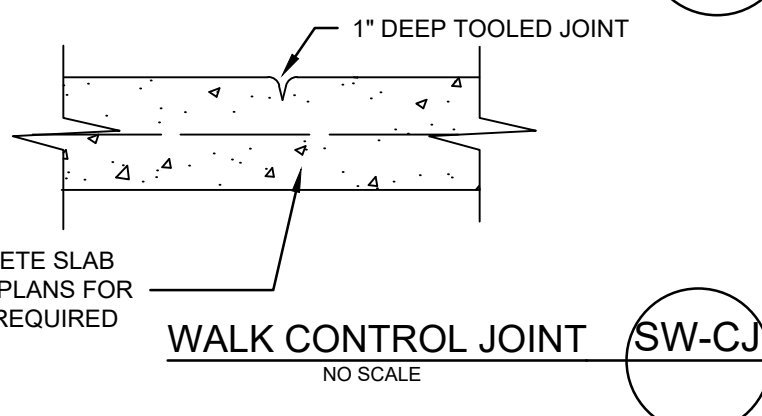
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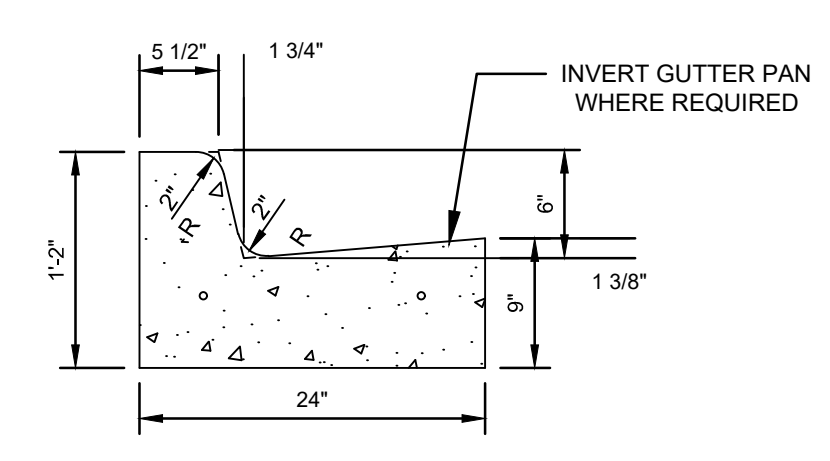
MANHOLE MH#2 SECTION VIEW



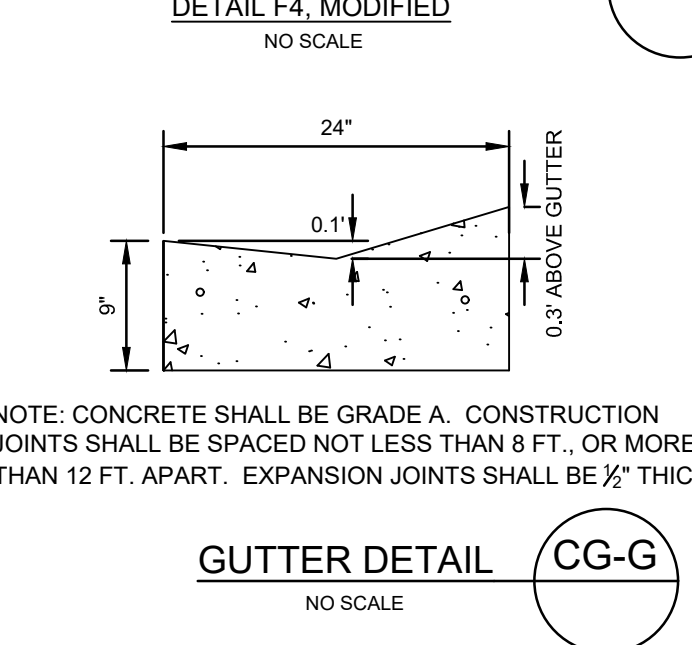
WALK EXPANSION JOINT (SW-EJ)



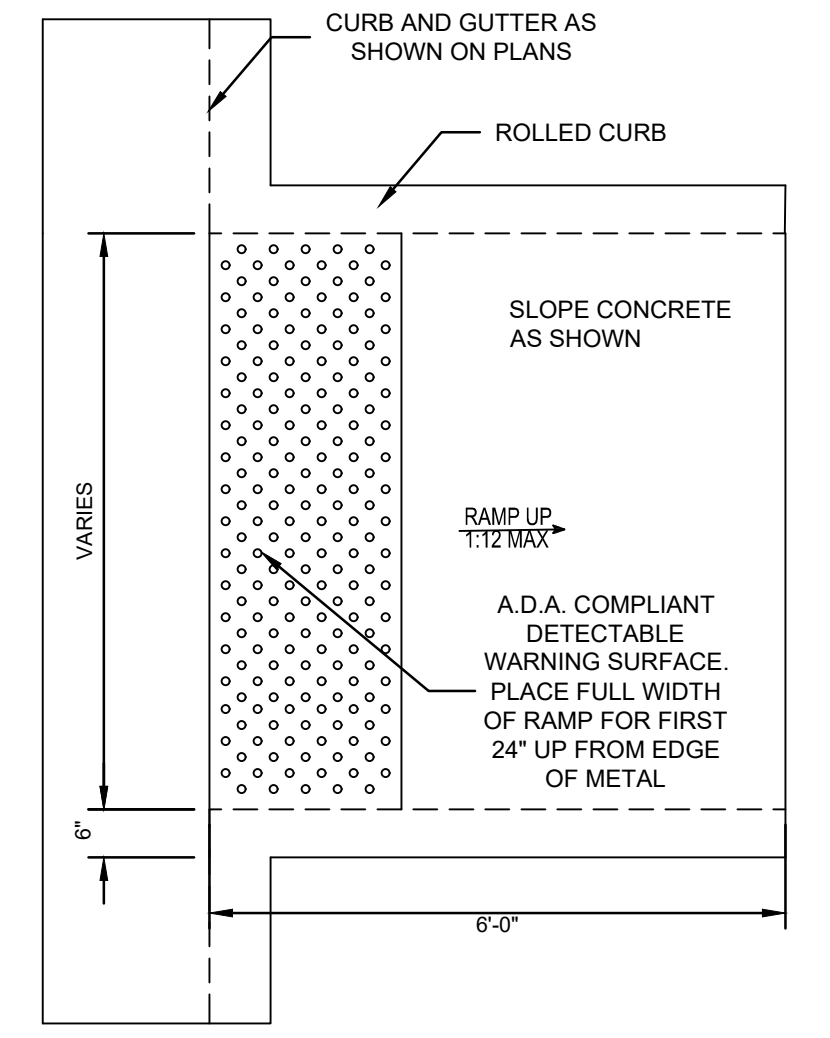
WALK CONTROL JOINT (SW-CJ)



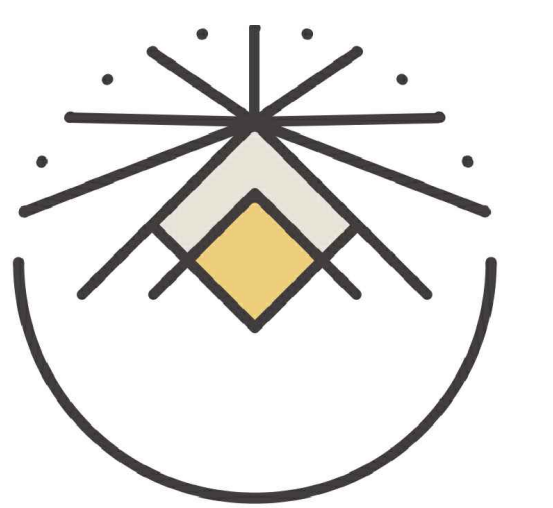
CONCRETE CURB & GUTTER (CG-F4)



GUTTER DETAIL (CG-G)



B.F. RAMP DETAIL (HC-R2)



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 COLLECTIVE  
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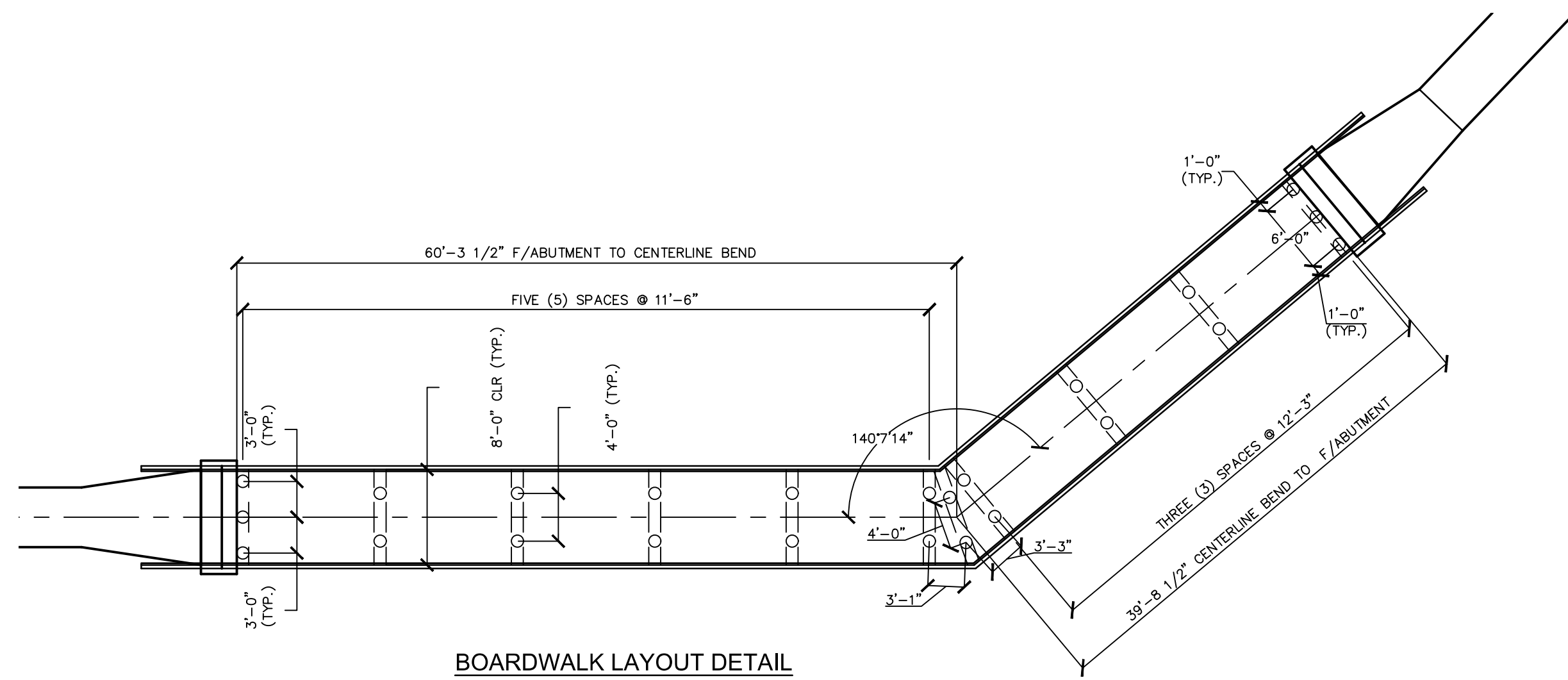
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X-SECTIONS,  
 NOTES, AND  
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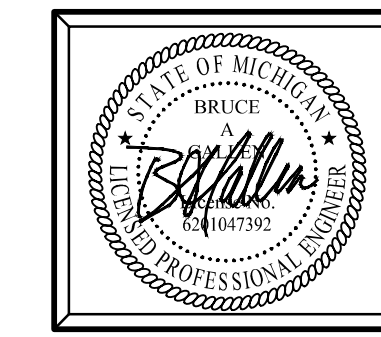
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C4.0



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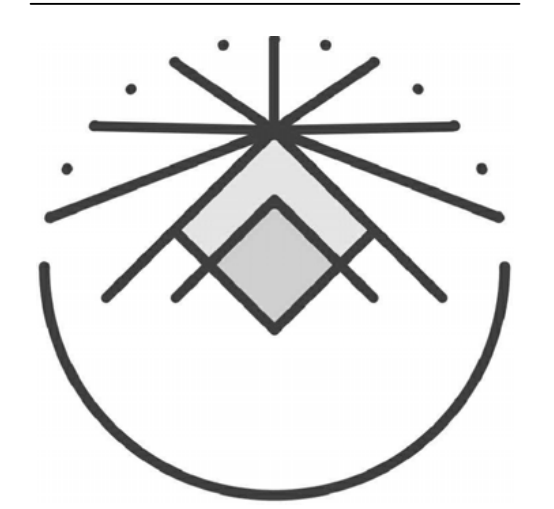
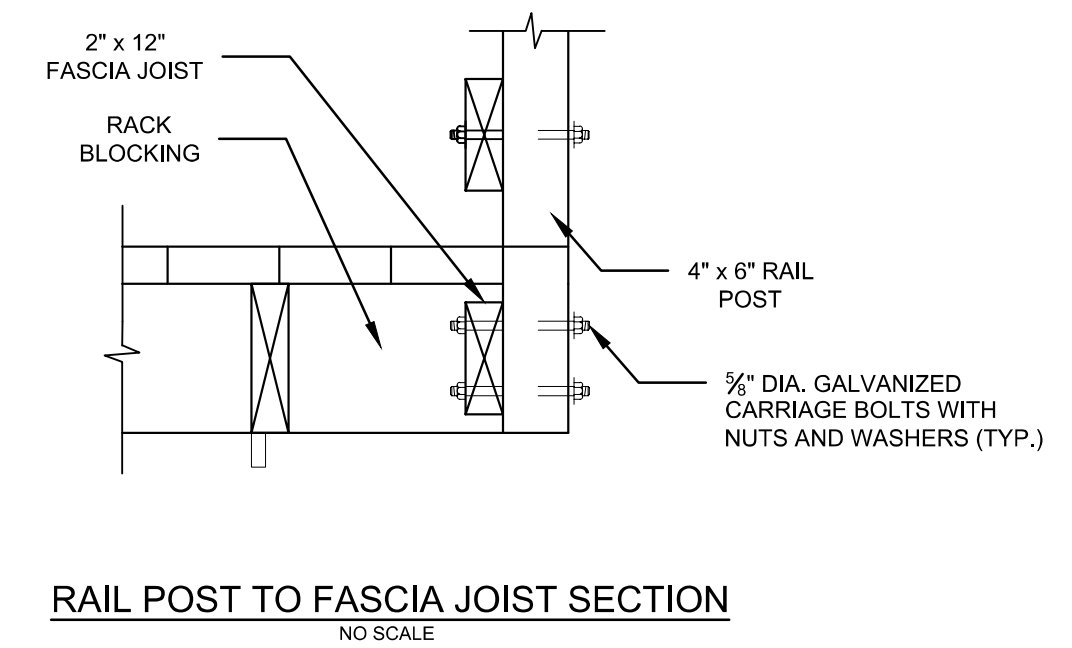
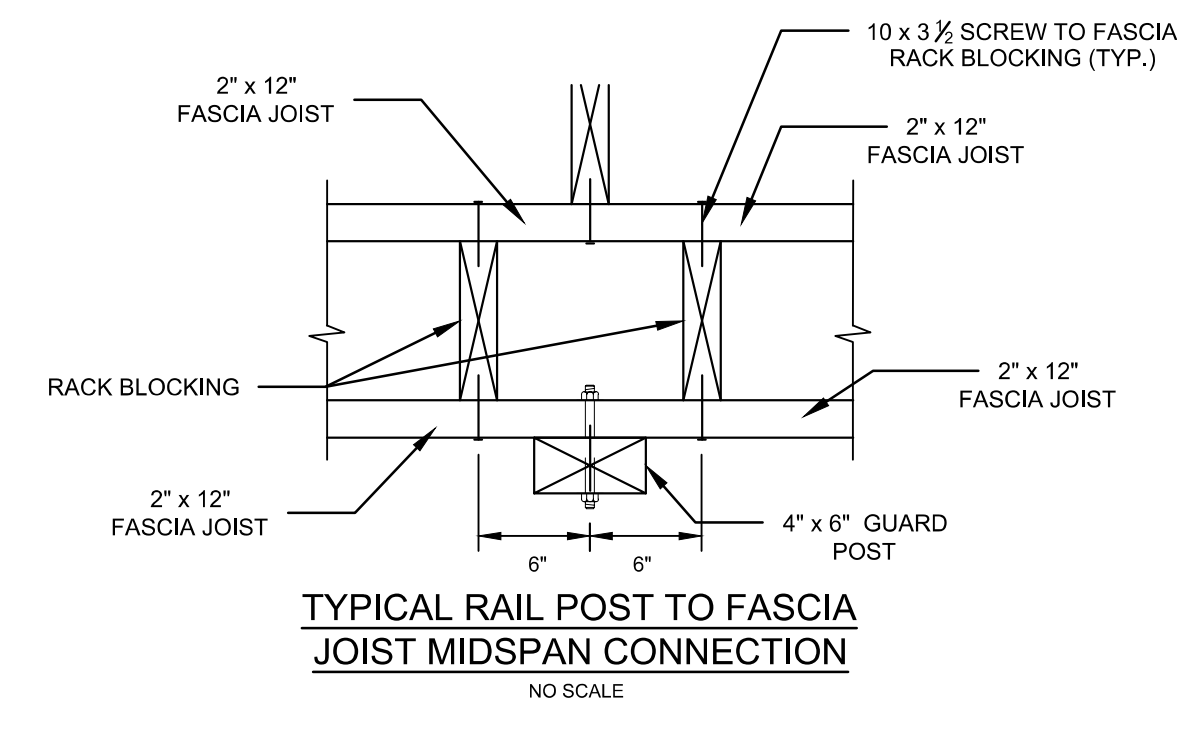
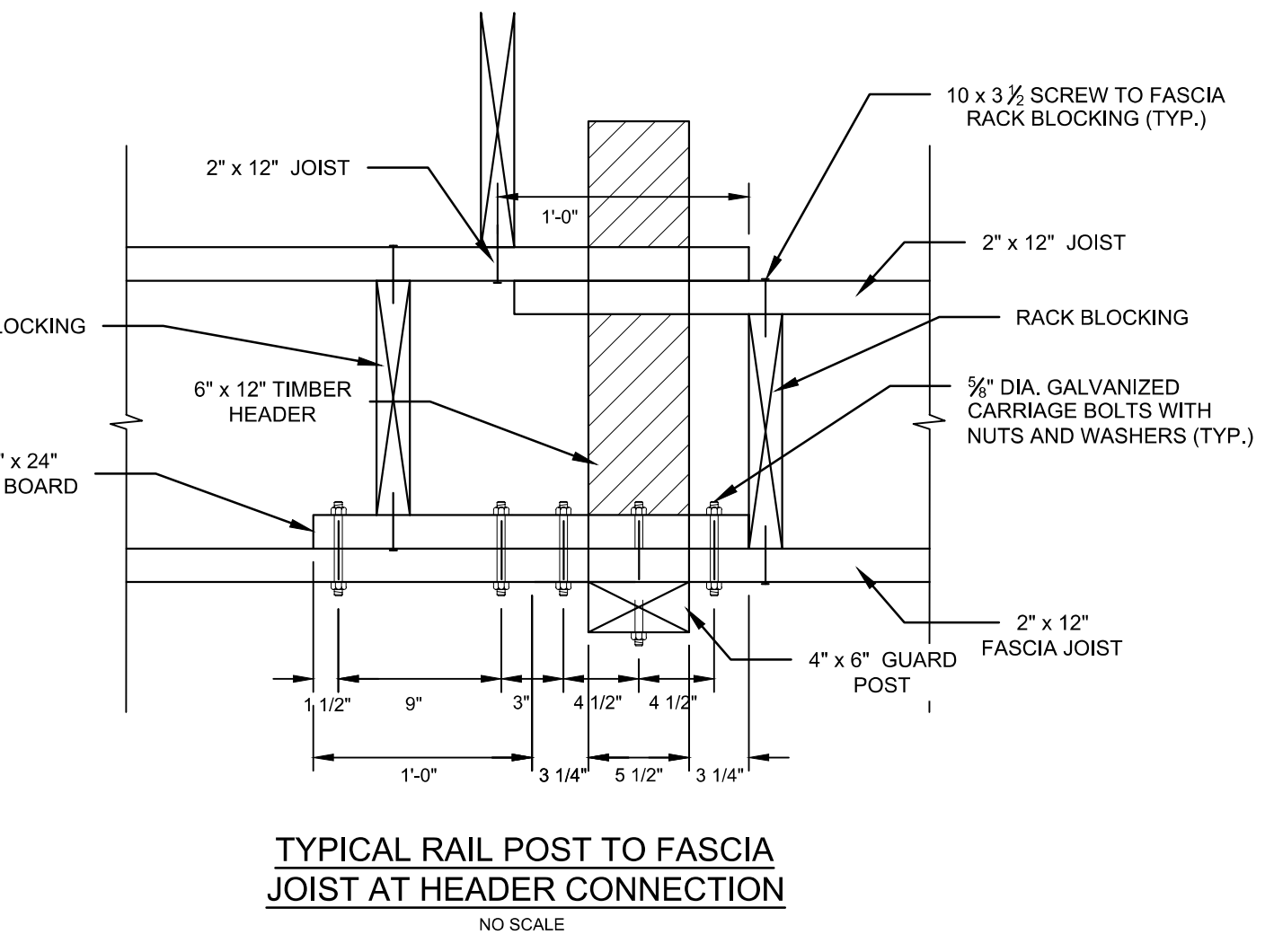
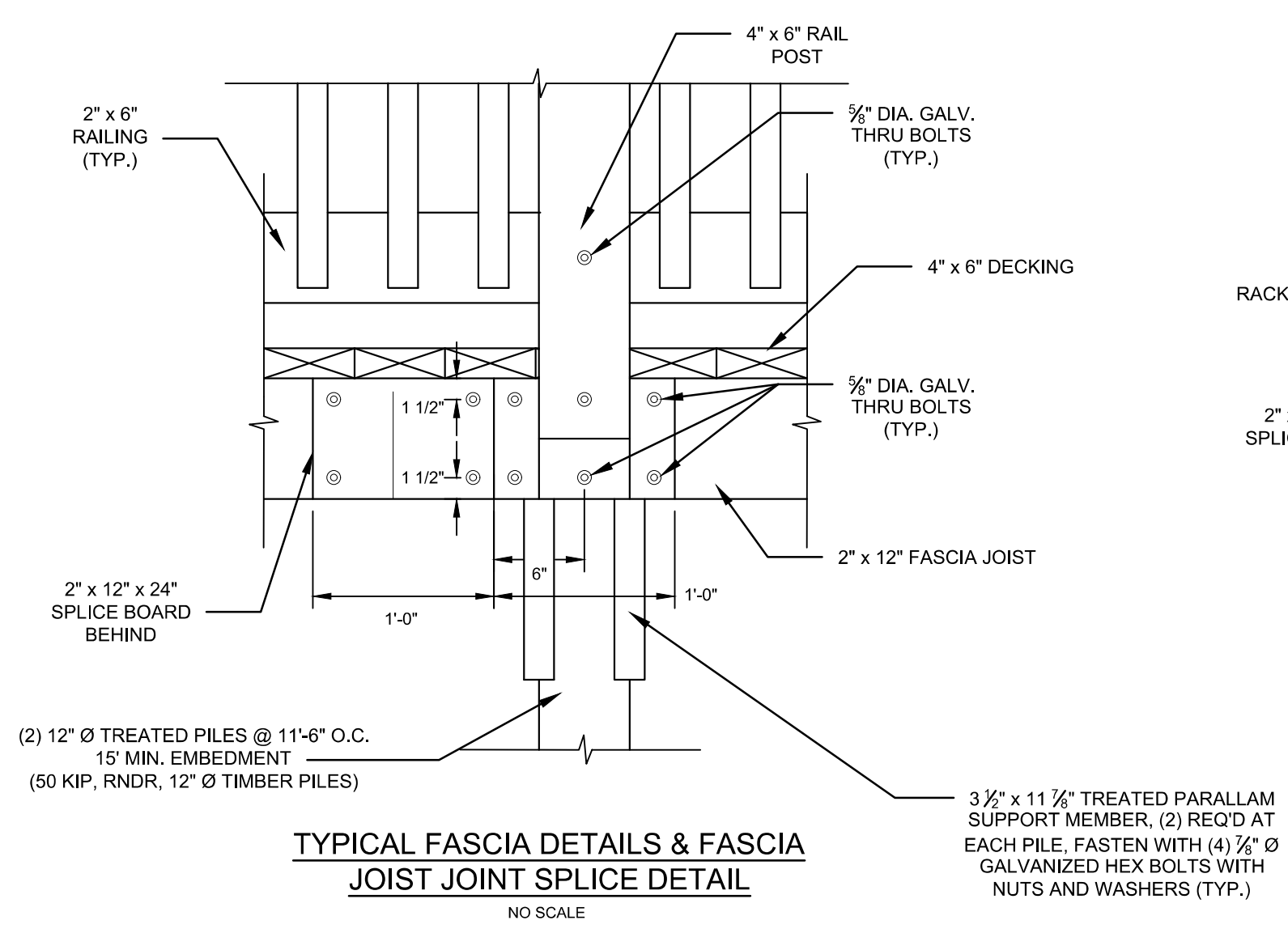
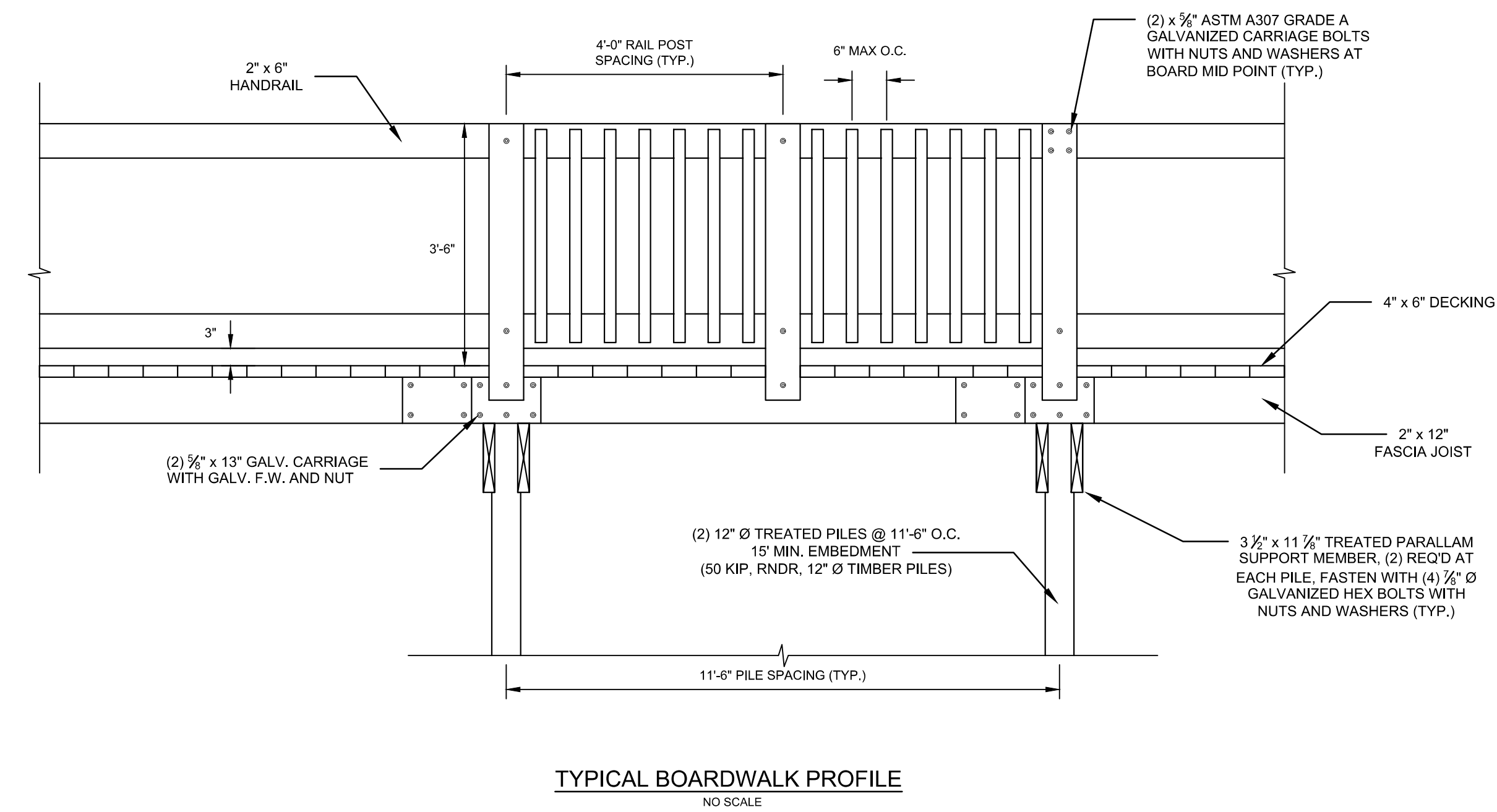
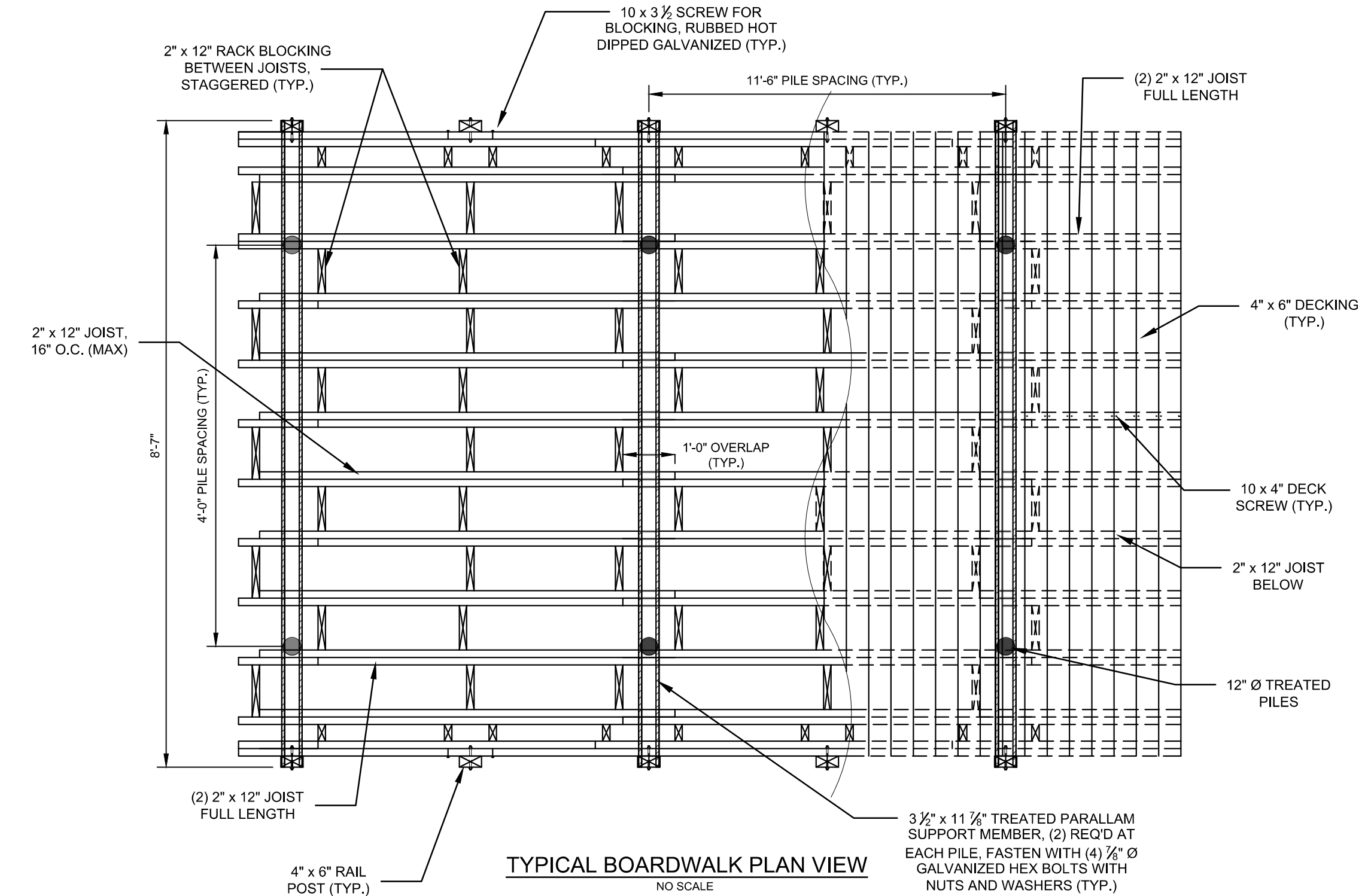


Frank J. Brechting III, P.E.  
Brechting Bridge & Engineering, Inc.  
15310 Oak Point Dr.  
Spring Lake, Michigan 49456  
Tel: 616-402-0112  
email: brechtingbridge@chartermi.net

- NOTES:**
- CONTRACTOR TO PROVIDE ADDITIONAL LENGTH AS REQUIRED TO ACHIEVE CUT-OFF ELEVATION.
  - BRACING MEMBERS ARE NOT NECESSARY WHEN SUPPORT BEAMS ARE LESS THAN 4'-0" ABOVE THE EXISTING GROUND SURFACE.
  - LAP JOISTS 12" AT SUPPORT BEAMS.
  - NOTE ALL LUMBER FOR BOARDWALK, APPROACH FENCE, RAILING AND RETAINING WALL MUST BE SOUTHERN YELLOW PINE #1 (PER S.P.I.B. 2015 ADDENDUM).
  - CONTRACTOR SHALL SUBMIT STAMPED SHOP DRAWINGS FOR REVIEW PRIOR TO CONSTRUCTION.

**DESIGN LOAD SUMMARY:**

LIVE LOAD, LL	90 psf
GROUND SNOW LOAD, Pg	50 psf
H-10 VEHICLE LOAD, VEH	20,000 lbs



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**X-SECTIONS, NOTES, AND DETAILS**

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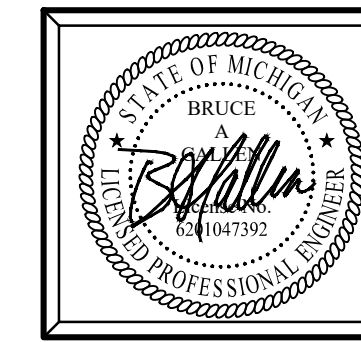
DATE OF PLAN: 02-13-24

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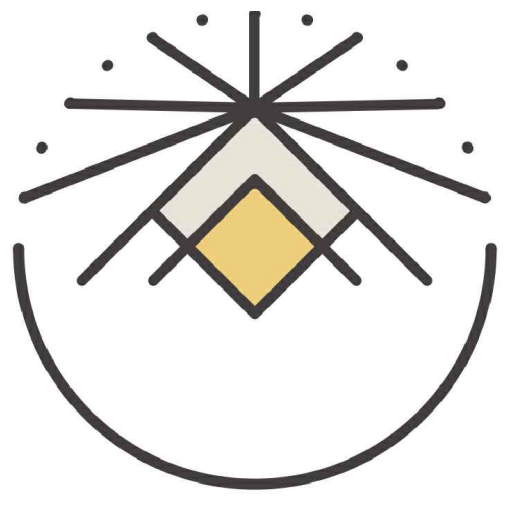


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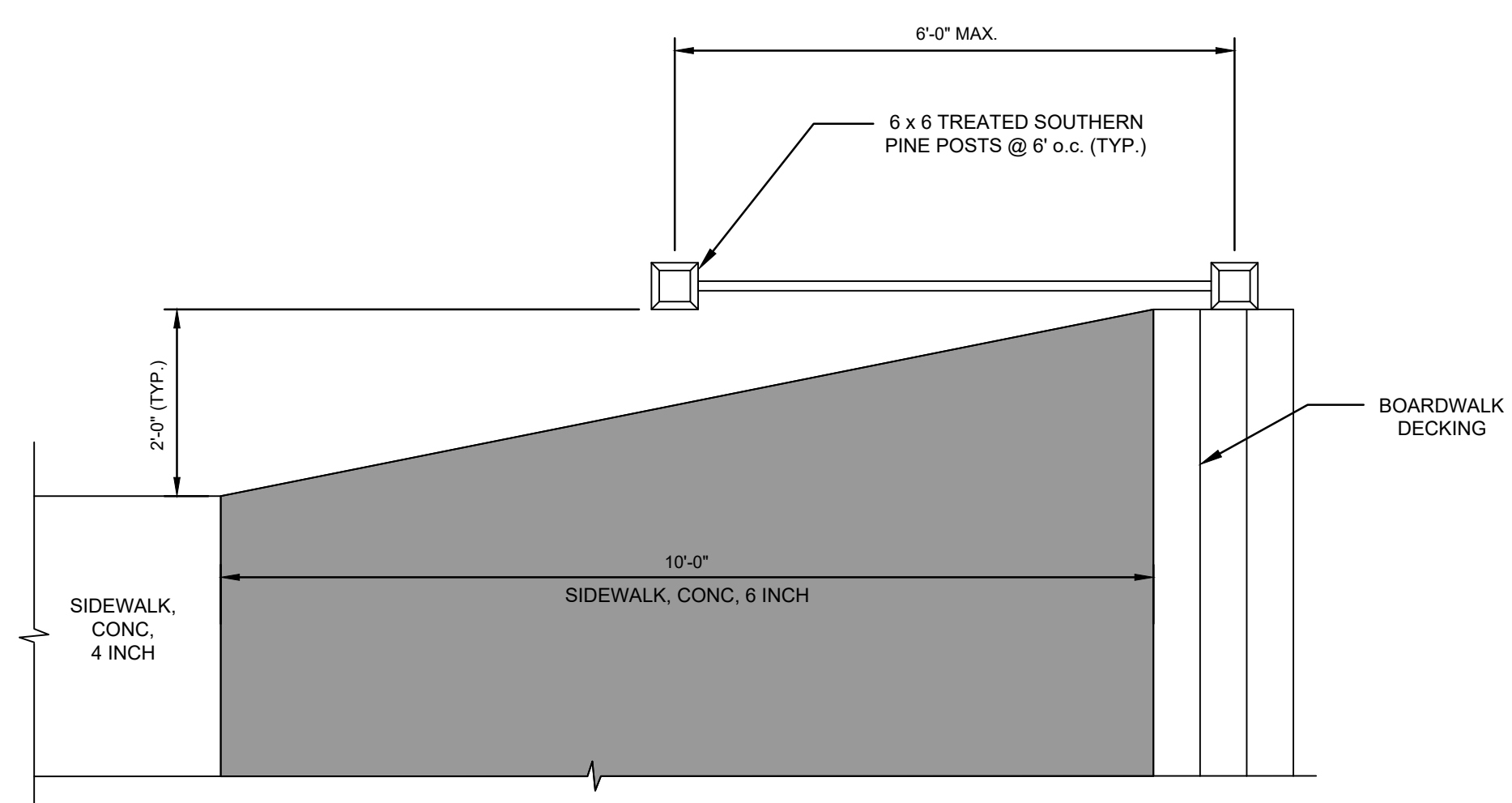
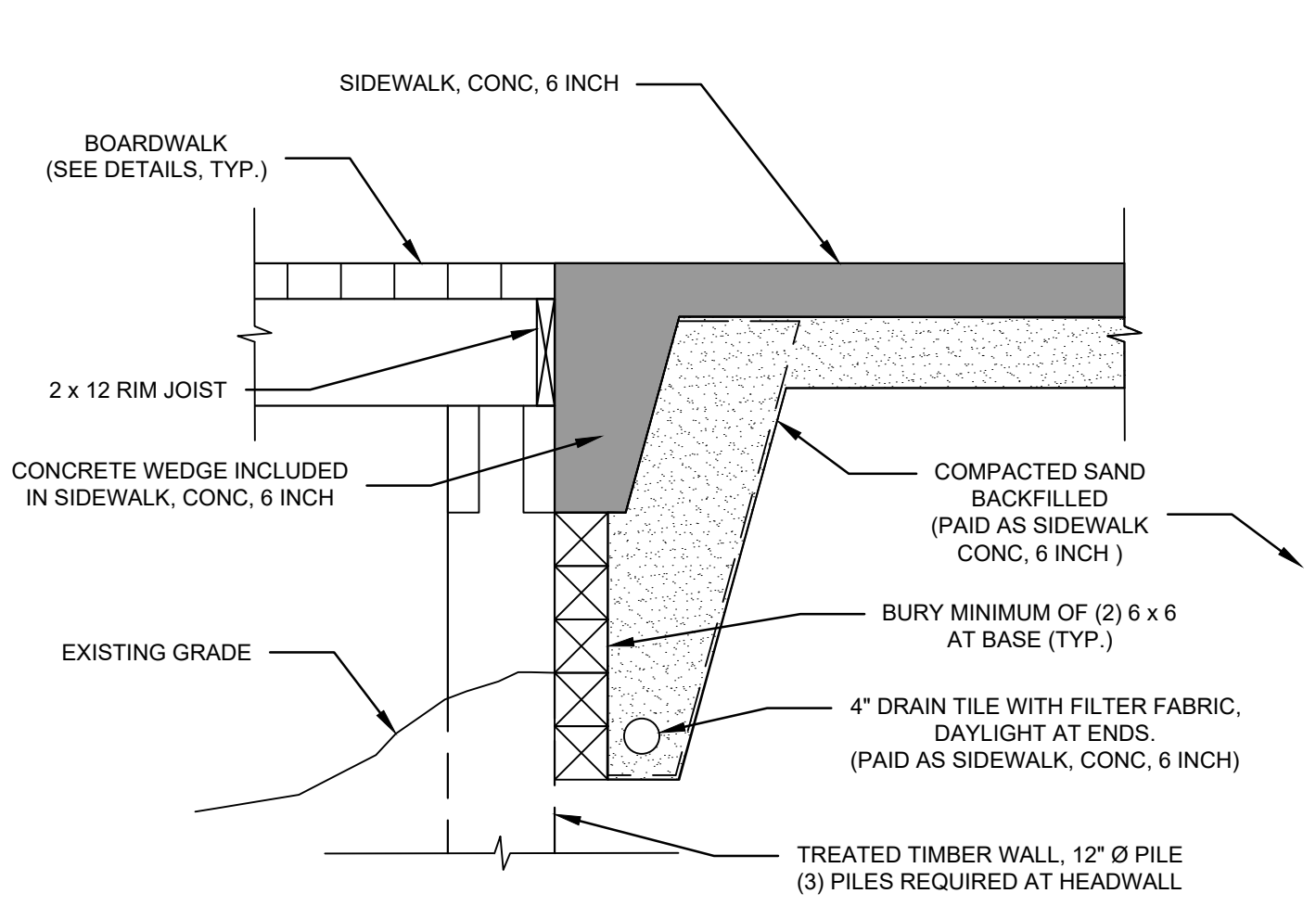
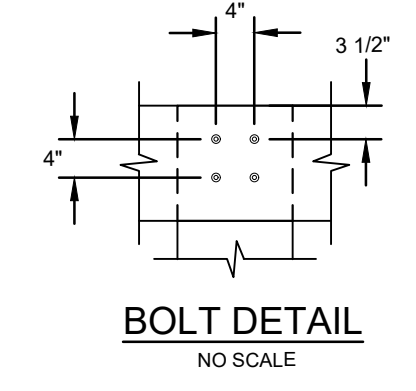
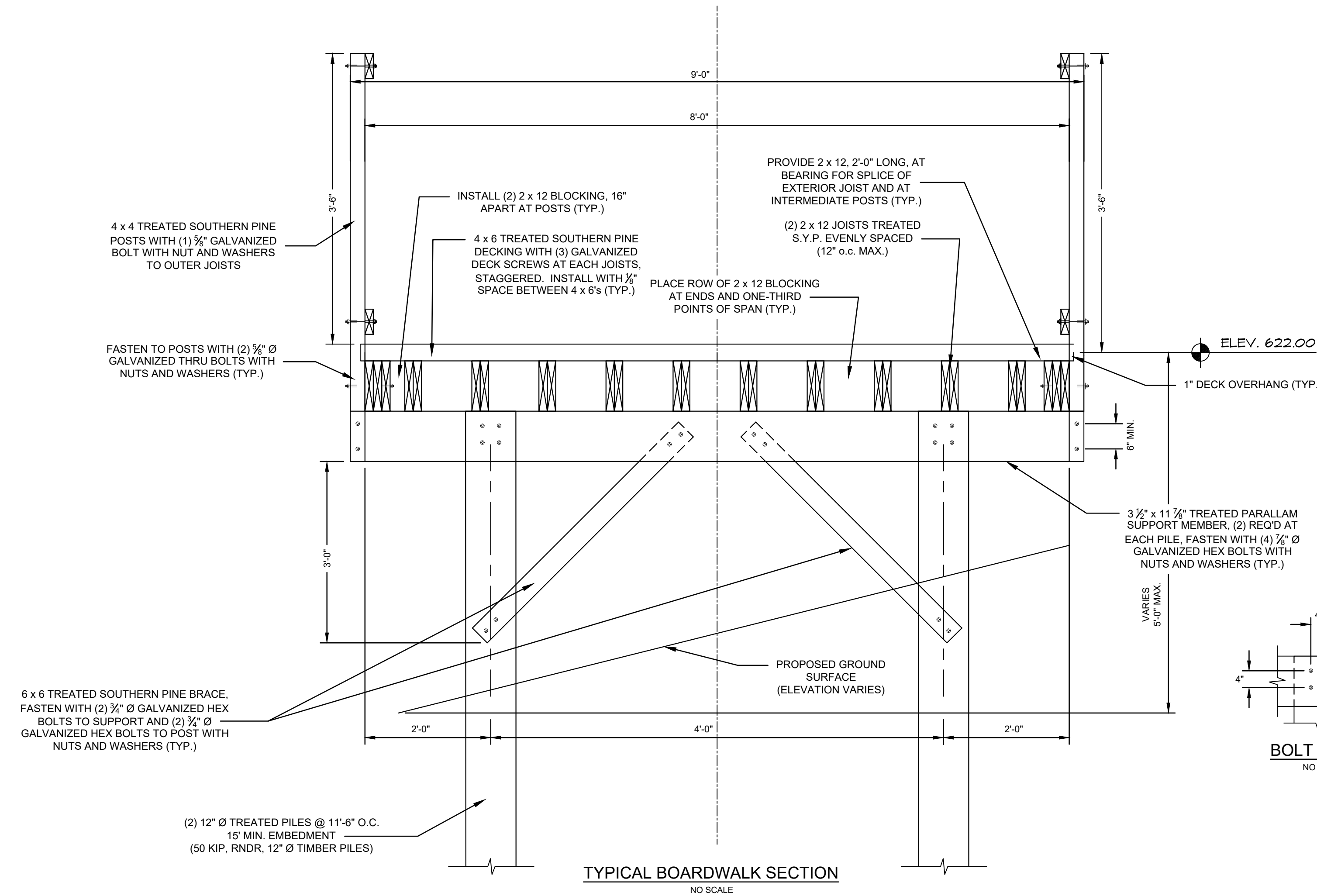
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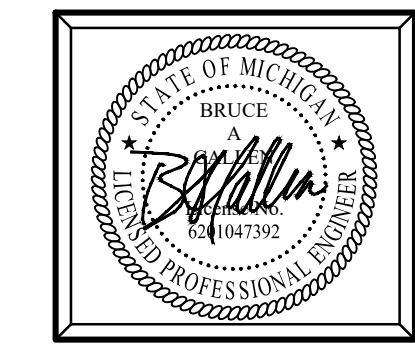


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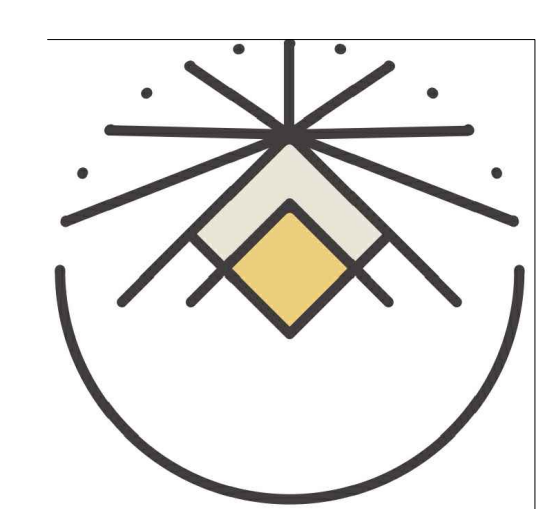


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# CENTRE COLLECTIVE

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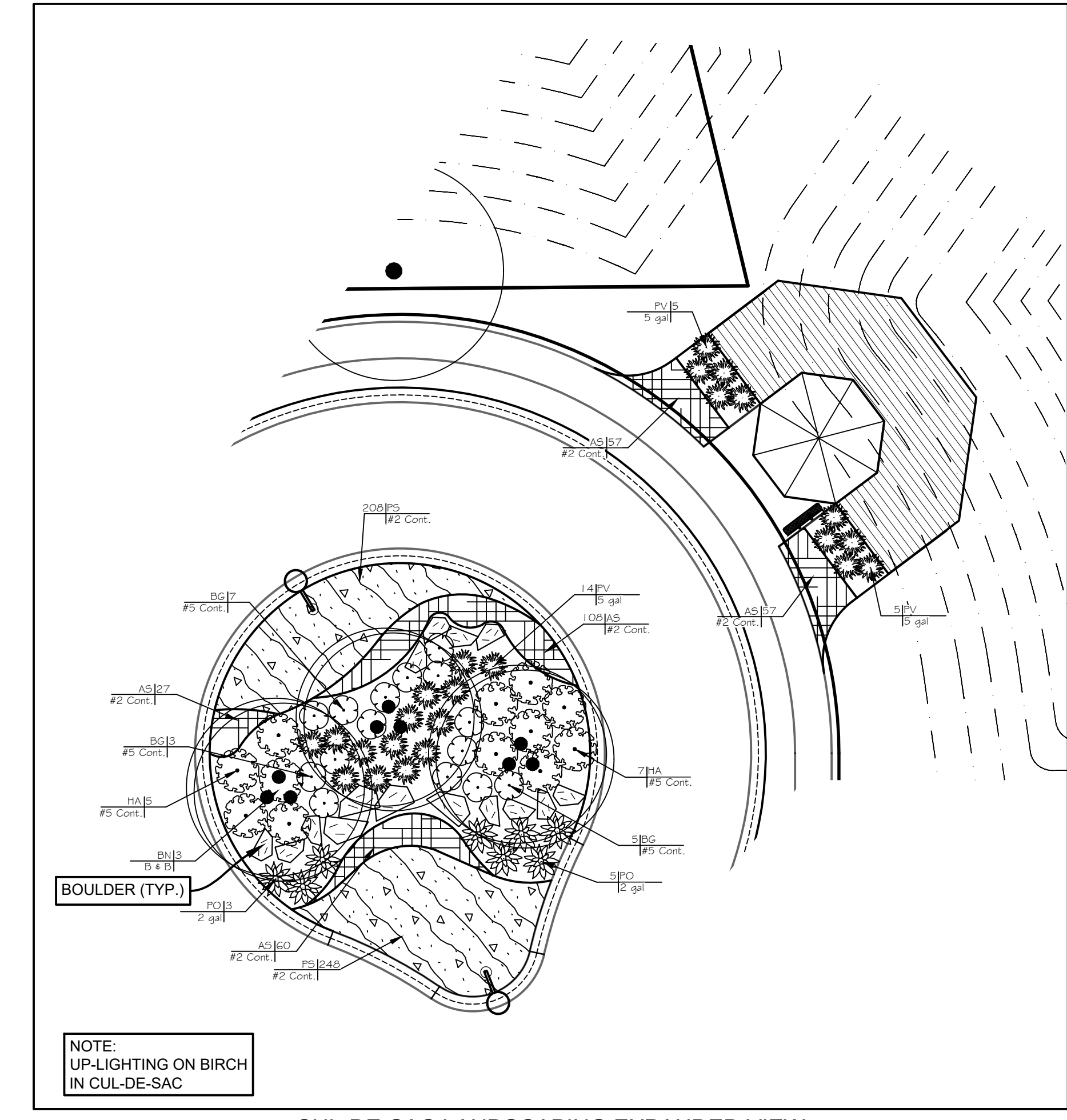
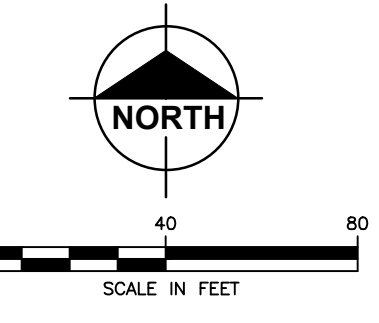
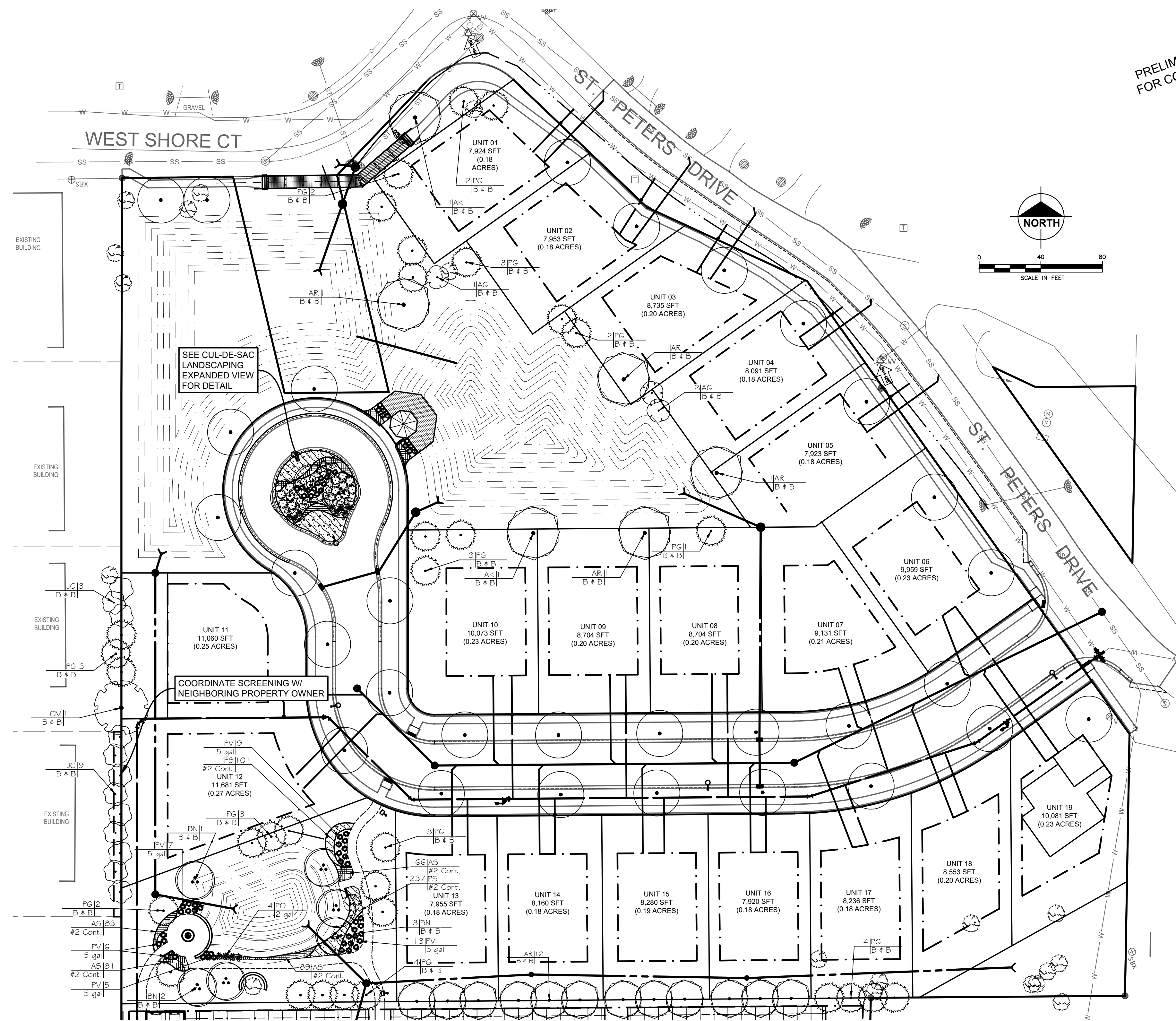


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## LANDSCAPE PLAN

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L1.0



### LANDSCAPE NOTES

- ALL PLANTING BEDS SHALL RECEIVE 4" OF EVENLY SPREAD SHREDDED HARDWOOD BARK MULCH OVER 4" OF TOPSOIL. MULCH BLANKET SHALL BE PLACED AT ALL LOCATIONS WITH SLOPES 1:3 OR STEEPER. NO MULCH SHALL BE PLACED IN DETENTION / RETENTION BASIN BOTTOM AREA.
- CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUNDCOVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI 280.1 "AMERICAN STANDARD FOR NURSERY STOCK". PLANT MATERIAL SHALL BE CERTIFIED TO BE HARDY TO ALLEGAN COUNTY, FREE OF DISEASE AND INSECTS AND BE HEALTHY, VIGOROUS STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY, NEAT AND ORDERLY STATE, FREE FROM REFUSE AND DEBRIS. ANY DEAD OR DISEASED PLANTS SHALL BE REPLACED.
- SEED SHALL BE PLACED OVER 4" OF TOPSOIL IN ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION WITH SLOPES LESS THAN 1:3.  
 SEED MIXES SHALL BE AS FOLLOWS:  
 10% TALL FESCUE  
 20% PERENNIAL RYE GRASS  
 30% CREEPING RED FESCUE  
 40% KENTUCKY BLUEGRASS  
 @ 6 LBS PER 1000 SFT  
 SEED MIXES SHALL BE DROUGHT TOLERANT @ 6 LBS PER 1,000 SFT.
- ALL PLANTINGS AND LANDSCAPE IMPROVEMENTS SHALL BE CONSISTENT WITH LOCAL ZONING REQUIREMENTS.
- PROPOSED TREES SHALL NOT BE REMOVED UNLESS THEY ARE DEAD OR DISEASED, PER THE REQUIREMENTS OF THE MASTER DEED.

### STREET TREES

SPECIES PER CITY OF DOUGLAS APPROVED TREE LIST

### LINE TYPE LEGEND

- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN

### PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	AR	Acer rubrum 'Autumn Blaze' / Autumn Blaze Red Maple	B & B	2' Cal		16
	AG	Amelanchier x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	B & B	3' Cal		5
	BN	Betula nigra 'Cully' / Heritage River Birch Multi-Trunk	B & B	2' Cal		4
	CM	Celtis x Magnifica / Magnifica Common Hackberry	B & B	2' Cal		1
	JC	Juniperus chinensis 'Blue Point' / Blue Point Juniper	B & B	2' Cal		2
	PS	Picea glauca 'Densata' / Black Hills White Spruce	B & B		Min 6' Ht	32
	ST	Street Trees	B & B	2' Cal		30
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING		
	BG	Buxus x 'Green Gem' / Green Gem Boxwood	#5 Cont.			15
	HA	Hydrangea arborescens 'Abetno' / Incrediball® Hydrangea	#5 Cont.			12
	PV	Panicum virgatum 'Northwind' / Northwind Switch Grass	5 gal			64
	PO	Pennisetum orientale 'Karley Rose' / Karley Rose Fountain Grass	2 gal			12
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	SPACING	
	AS	Allium senescens 'Blue Twister' / Blue Twister German Garlic	#2 Cont.		14" o.c.	628
	PS	Carex pensylvanica / Pennsylvania Sedge	#2 Cont.		16" o.c.	794

DATE OF PLAN: 01-08-24

**CITY OF THE VILLAGE OF DOUGLAS  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN**

**RESOLUTION NO. 19-2024**

**RESOLUTION TO APPROVE THE VACATION OF  
PLATTED BUT UNIMPROVED PLEASANT  
STREET RIGHT-OF-WAY**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City Hall of the City of the Village of Douglas, Michigan, on the 19<sup>th</sup> day of August, 2024, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**RESOLUTION**

**WHEREAS**, St. Peter’s Subdivision (“Subdivision”), according to the Plat thereof recorded at Liber 9, Page 16 of Plats, Allegan County Records (“Plat”), is a platted subdivision of property located in the City of the Village of Douglas; and,

**WHEREAS**, KRE West Centre, LLC (“Applicant”), has submitted a petition (“Applicant’s Petition”) requesting the City vacate the platted, but unopened and unimproved, public right-of-way established by and depicted on the Plat as “Pleasant Street”, the legal description of which is attached as Exhibit A to this Resolution and by reference made a part hereof (“Pleasant Street”); and,

**WHEREAS**, Applicant’s Petition asserts that Applicant is the record owner of lots 10-12, inclusive, in the Subdivision, constituting all land located adjacent to the Pleasant Street right-of-way; and,

**WHEREAS**, Applicant concurrently has proposed and submitted to the City for site condominium approval a 19-unit site condominium to be known as “Centre Collective”, the development of which, as proposed, will include and utilize the land currently platted as Pleasant Street for purposes other than a public right-of-way and,

**WHEREAS**, section 226(1)(c) of the Land Division Act, codified as MCL 560.226(1)(c), requires both a court order and a resolution or other legislative enactment of the governing body of the municipality with jurisdiction over a public street or alley proposed to be vacated, corrected or revised; and,

**WHEREAS**, a civil action designated as Case No. 2024-68443 CH (the “Lawsuit”) is pending before the Allegan County Circuit Court in which Applicant requests judgment ordering revision of the Plat *inter alia* to vacate the Pleasant Street right-of-way in accordance with sections 221-229, inclusive, of the Land Division Act, and City Council is informed that the requisite interested persons, including the owners and mortgage holders of all land located within a 300-foot radius of the Subdivision, have been joined as defendants and have either consented to the relief requested or have failed to appear and timely respond to the Complaint; and,

**WHEREAS**, City Council has considered Applicant’s Petition and the comments of the Applicant and all other persons appearing at a public hearing duly noticed upon Applicant’s Petition to vacate the Pleasant Street right-of-way, and City Council has determined it is in the interest of the public that City Council adopt this Resolution vacating the Pleasant Street right-of-way.

**NOW, THEREFORE, BE IT RESOLVED** the Council of the City of the Village of Douglas hereby consents to the vacation of the platted, but unopened and unimproved, Pleasant Street right-of-way. This Resolution is intended to satisfy the City's statutory duty under section 226(1)(c) of the Land Division Act.

**BE IT FURTHER RESOLVED** the foregoing Resolution shall have immediate effect but shall be conditional upon the occurrence of each of the following by December 31, 2024:

1. Entry by the Allegan County Circuit Court in the Lawsuit of a final Judgment vacating the Pleasant Street right-of-way and duly recorded in the records of the Allegan County Register of Deeds; and,
2. A Plat amendment or replat as required by section 229 of the Land Division Act shall be recorded in the records of the Allegan County Register of Deeds.

**BE IT FURTHER RESOLVED** the City Clerk shall, as required by section 256 of the Land Division Act, codified as MCL 560.256, cause a copy of these Resolutions to be recorded in the records of the Allegan County Register of Deeds within thirty (30) days of the date of these Resolutions.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** as of this 19th day of August, 2024

**CITY OF THE VILLAGE OF DOUGLAS**

**BY:** \_\_\_\_\_  
**Cathy North, Mayor**

**BY:** \_\_\_\_\_  
**Laura Kasper, City Clerk**

**CERTIFICATION**

I, Laura Kasper, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held August 19, 2024, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**CITY OF THE VILLAGE OF DOUGLAS**

**BY:** \_\_\_\_\_  
Laura Kasper, City Clerk

**CITY OF THE VILLAGE OF DOUGLAS  
COUNTY OF ALLEGAN, STATE OF MICHIGAN  
RESOLUTION NO. 20-2024**

**RESOLUTION APPROVING THE FINAL SITE CONDOMINIUM  
PLAN FOR THE CENTRE COLLECTIVE CONDOMINIUM,  
A RESIDENTIAL SITE CONDOMINIUM  
59-016-034-01 SECTION 16,  
CITY OF THE VILLAGE OF DOUGLAS,  
ALLEGAN COUNTY, MICHIGAN**

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At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 19<sup>th</sup> day of August, 2024, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**RESOLUTION**

A RESOLUTION TO CONDITIONALLY APPROVE A FINAL SITE CONDOMINIUM PLAN FOR THE CENTRE COLLECTIVE CONDOMINIUM, A RESIDENTIAL SITE CONDOMINIUM DEVELOPMENT, BASED ON THE RECOMMENDATIONS OF THE CITY OF THE VILLAGE OF DOUGLAS PLANNING COMMISSION AND THE STANDARDS OF THE CITY OF THE VILLAGE OF DOUGLAS ZONING ORDINANCE.

**WHEREAS**, Section 16.24 of the Zoning Ordinance of the City of the Village of Douglas (“Douglas”) provides regulations related to the procedures for review, requirements and standards of approval for site condominium developments in Douglas; and

**WHEREAS**, Douglas has received an application for the development of a 19-unit, single-family residential site condominium within the R-4 Residential zoning district from Mr. Jeff Kerr, of KRE West Centre, LLC (“applicant”).

**WHEREAS**, a condominium development is subject to and shall conform with the provisions of the Michigan Condominium Act (Act 59 of 1978, as amended).

**WHEREAS**, the following improvements are proposed as part of the Centre Collective Condominium development:

- a. 19 single-family detached units ranging from 7,920 square feet to 11,681 square feet in area giving a density of 4.24 units per acre.
- b. Public street connecting to St. Peters Drive and ending in a cul-de-sac containing a landscaped island.
- c. Sidewalks along the frontage of St. Peters, and on both sides of internal streets.
- d. Sidewalk and boardwalk along the frontage of Westshore Drive.
- e. Street trees, located just outside of the utility easements in the St. Peters right-of-way, on individual units to avoid potential root system conflict with utility infrastructure.
- f. Stormwater management facilities and infrastructure to accommodate stormwater on-site.
- g. Public water and sanitary sewer.
- h. .65 acres of common element open space.
- i. Gazebo and elevated deck to overlook ponds.
- j. Gathering space, bench, and fire pit area in the southwest corner of the subject site.
- k. Stone dust pedestrian path which connects sidewalks in the development to the gathering spaces in the southwest corner of the site and the planned mixed-use development to the



south.

**WHEREAS**, the Planning Commission reviewed the preliminary site condominium plan at its May 11, 2023, regularly scheduled meeting and forwarded a favorable recommendation to the City Council for the approval of the final site condominium plan, subject to the following conditions:

1. The applicant shall pursue the vacation of the existing unimproved right of way of Pleasant Street from the St. Peter's Subdivision plat to the satisfaction of the City Attorney and the applicant's title company, in order to lawfully occupy the area.
2. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.
3. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final site condominium plan.
4. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters Drive.
5. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
6. The applicant shall insert language into the Master Deed and Condominium Bylaws regarding the proposed trees along the rear yards of lots 13-17 that prohibit their removal unless dead or diseased.

7. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.
8. The applicant shall provide a construction timeline satisfactory to the City Engineer pertaining to the sequence of grading, installation of storm and utility infrastructure, sidewalks and pedestrian pathways, and landscaping, prior to the City Council's review of the final site condominium plan.
9. The applicant shall construct individual homes in accordance with the MBO table shown on the grading and soil and sedimentation control plan approved by the Allegan County Drain Commission dated 8/4/2023 and the applicant shall revise the plans dated 7/30/2024 to be consistent with sheet C1.0 and C2.0 of the plan set approved by the Allegan County Drain Commission and submit to the revision to the Planning and Zoning Administrator no later than 9/30/2024.
10. The applicant shall include the pedestrian pathway along Westshore Dr in the list of proposed improvements shown in the general notes in the plan set dated 7/30/2024 on sheet C1.0. The applicant shall submit to the revision to the Planning and Zoning Administrator no later than 9/30/2024.
11. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.
12. If the applicant intends to provide streetlights, the plan should specify the fixture type and specifications for review by the Planning and Zoning Administrator to ensure compliance with the Zoning Ordinance.

13. Upon approval of the final site condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.

14. Upon the City Council's approval of the final site condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by the City Engineer.

WHEREAS, with respect to Planning Commission condition 1, although applicant has not demonstrated to the satisfaction of the City Attorney an ownership interest in "Pleasant Street" (hereinafter, the "Pleasant Street ROW"), as so designated on the Plat of St Peter's Subdivision, as recorded in Liber 9, Page 16, Allegan County Records (hereinafter, the "St Peter's Subdivision Plat", sufficient to be conveyed by applicant to future purchasers of units in the proposed residential site condominium and to be improved with the proposed permanent stormwater management system detention pond proposed by applicant to serve the site condominium, in the opinion of the City Attorney, applicant may be able to satisfy this condition if applicant causes the Allegan County Circuit Court to order a revision of the recorded Plat of the St Peter's Subdivision to be recorded, and a resolution or ordinance of the City Council to be adopted, in each case to vacate the Pleasant Street ROW in accordance with section 226 of the Land Division Act, codified as MCL 560.226, as the vacated Pleasant Street ROW land should then accrete to applicant as the owner of all adjacent St Peter's Subdivision lots that are proposed to be submitted to the residential site condominium.

WHEREAS, with respect to Planning Commission condition 3, the Allegan County Drain Commissioner has reported that: review of the applicant's stormwater management design plan referenced in condition 3 was completed; the Allegan County Drain Commissioner communicated to

the applicant unresolved stormwater management design plan and construction plan concerns and requirements by his letter dated June 13, 23 (the “06/13/23 Stormwater Management Letter”); and the 6/13/23 concerns and requirements have been addressed by the applicant and the Allegan County Drain Commissioner by his letter dated August 14, 2023, has approved, subject only to the additional Master Deed, 433 agreement and easement agreement applicant requirements stated therein, the stormwater management design plan and construction plan for the proposed residential site condominium plan.

WHEREAS, Planning Commission condition 6 was satisfied with the submission for City Attorney review on August 8, 2023, of a revised draft Master Deed that includes the required tree maintenance provision.

WHEREAS, Planning Commission condition 8 has been completed to the City Engineer’s satisfaction, and the City anticipates and acknowledges that, assuming their acceptance by the City as public streets, the Planning Commission condition 12 requirement for maintenance of all proposed public streets will thereafter be the responsibility of the City.

WHEREAS, all remaining Planning Commission conditions shown above, together with the additional conditions contained herein, shall continue to be in effect upon the City Council’s approval of the final site condominium plan.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**(I) THE APPLICATION RECEIVED FROM MR. JEFF KERR, OF KRE WEST CENTRE, LLC (“APPLICANT”) FOR APPROVAL OF A FINAL SITE CONDOMINIUM PLAN FOR THE DEVELOPMENT OF CENTRE COLLECTIVE CONDOMINIUM, A RESIDENTIAL SITE CONDOMINIUM, BASED ON THE RECOMMENDATIONS OF THE CITY OF THE VILLAGE OF DOUGLAS PLANNING COMMISSION AND THE STANDARDS OF THE CITY OF THE VILLAGE OF DOUGLAS ZONING ORDINANCE, BE AND IS HEREBY APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:**

1. CONDITIONS RELATED TO ST PETER’S SUBDIVISION AND PLEASANT STREET

## RIGHT OF WAY:

- a. Prior to the commencement on the subject site of any grading, excavation or other earth work, applicant shall cause to be delivered to the Zoning Administrator a copy of a Re-Plat of the St Peter's Subdivision that the applicant has caused to be duly recorded by the Allegan County Register of Deeds, which Re-Plat omits the Pleasant Street ROW.
- b. Prior to the issuance of any zoning permits, and prior to the commencement on the subject site of any grading, excavation or other earth work, applicant shall obtain from the City Council, acting in its sole discretion but after public notice and hearing as required by MCL 560.104, and without undue delay, a vacation of all public rights and interest in and to the Pleasant Street ROW.

## 2. OTHER CONDITIONS

- a. The applicant shall adhere to the requirements of the City Engineer and DPW as they relate to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters Street.
- b. The applicant shall adhere to and address to the satisfaction of the Saugatuck - Douglas Fire Department all recommendations made by the Saugatuck-Douglas Fire Department.
- c. The applicant shall submit and obtain approval for a final draft of the Master Deed, Condominium Bylaws and Condominium Subdivision Plan (i) by the City Attorney, and, subsequently, (ii) by the attorney for the Allegan County Drain Commission, prior to their recordation with the Allegan County Register of Deeds. The Master Deed, Condominium Bylaws and Condominium Subdivision Plan shall be recorded, with

copy furnished to the Zoning Administrator, prior to the issuance of a zoning permit for any of the units.

- d. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan approved by the Allegan County Drain Commission.
- e. The applicant shall provide to the Zoning Administrator a recorded copy of the stormwater maintenance agreement executed with the Allegan County Drain Commission (sometimes known as the “433 agreement”)and all executed easement agreements for the subject site prior to the issuance of any zoning permits for the construction of any of the units.
- f. Prior to the issuance of any zoning permits, and prior to the commencement on the subject site of any grading, excavation or other earth work, the applicant shall the applicant shall pay as incurred all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.
- g. The applicant shall meet to the satisfaction of the City Engineer the minimum standards for road design, inspection, approval and acceptance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by the City Engineer.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 19th day of August 2024.

**CITY OF THE VILLAGE OF DOUGLAS**

BY: \_\_\_\_\_  
Cathy North, Mayor

BY: \_\_\_\_\_  
Laura Kasper, City Clerk

**CERTIFICATION**

I, Laura Kasper, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held August 19th 2024 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**CITY OF THE VILLAGE OF DOUGLAS**

BY: \_\_\_\_\_  
Laura Kasper, City Clerk



MASTER DEED  
OF  
CENTRE COLLECTIVE CONDOMINIUM

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

Allegan County Subdivision Plan No. \_\_\_\_\_

- (1) Master Deed establishing the Centre Collective Condominium, a residential site condominium project.
- (2) Exhibit A to Master Deed: Condominium Bylaws
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan

This document is exempt from real estate transfer tax under MCL 207.505(a) and 207.526(a).

This document prepared by:

Honigman, LLP  
650 Trade Centre Way  
Suite 200  
Kalamazoo, Michigan 49002

## MASTER DEED

### CENTRE COLLECTIVE CONDOMINIUM

This Master Deed is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2023, by KRE WEST CENTRE, LLC, a Michigan limited liability company (hereinafter referred to as “Developer”), whose registered address is P.O. Box 574, Douglas, Michigan 49406, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the “Act”.

### BACKGROUND

A. Developer is the owner in fee simple of the lands located in the City of the Village of Douglas, Allegan County, Michigan, more particularly described in Article 2 hereof and which are intended to be developed in accordance with this Master Deed, the Condominium Bylaws attached hereto as Exhibit “A” and the Condominium Subdivision Plan attached hereto as Exhibit “B”.

B. The Condominium is known as Centre Collective Condominium and consists of 19 site condominium units. The Units are shown on the Condominium Subdivision Plan attached hereto as Exhibit “B”.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish CENTRE COLLECTIVE CONDOMINIUM as a Condominium Project under the Act and does declare that CENTRE COLLECTIVE CONDOMINIUM shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the easements, covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” and “B” hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises (defined below), and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### ARTICLE 1

#### TITLE AND NATURE OF PROJECT

The Condominium shall be known as CENTRE COLLECTIVE CONDOMINIUM, Allegan County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is a 19 Unit site condominium project and is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit “B” hereto. Each Co-owner in the Condominium Project shall have an exclusive property right to his Unit, except as may otherwise detailed herein, and shall have undivided and inseparable rights to share with other Co-owners in the Common Elements of the Condominium Project. Co-owners shall be members of Centre Collective Condominium Association (the “**Association**”) and shall have voting rights in the Association and shall be responsible for paying assessments to the Association as set forth herein.

## ARTICLE 2

### LEGAL DESCRIPTION

2.1 The land on which the Condominium Project is established is located in the City of the Village of Douglas, Allegan County, State of Michigan and is described as follows:

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS, LIBER 6 OF PLATS, PAGE 6, ALLEGAN COUNTY RECORDS, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 395.59 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST 140.20 FEET ALONG THE WEST LINE OF ST. PETER'S SUBDIVISION, LIBER 9 OF PLATS, PAGE 16, ALLEGAN COUNTY RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES 47 SECONDS EAST 72.01 FEET ALONG THE NORTH LINE OF LOT 10, ST. PETER'S SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE NORTH 89 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF VACATED PLEASANT STREET, SAID STREET BEING A PART OF ST PETER'S SUBDIVISION, TO THE WESTERN MOST CORNER OF LOT 12 OF SAID ST. PETER'S SUBDIVISION; THENCE NORTH 43 DEGREES 39 MINUTES 47 SECONDS EAST 83.94 FEET ALONG THE NORTH LINE OF LOT 12, ST. PETER'S SUBDIVISION; THENCE EASTERLY 62.80 FEET ALONG A 40.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 16 SECONDS, AND A CHORD BEARING NORTH 88 DEGREES 41 MINUTES 09 SECONDS EAST 56.55 FEET ALONG SAID NORTH LINE; THENCE SOUTH 46 DEGREES 20 MINUTES 13 SECONDS EAST 119.91 FEET ALONG THE NORTH LINE OF LOTS 12 AND 13 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 65 DEGREES 14 MINUTES 13 SECONDS EAST 114.54 FEET ALONG THE NORTH LINE OF LOTS 13 AND 14 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 35 DEGREES 26 MINUTES 58 SECONDS EAST 360.78 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ST. PETER'S DRIVE; THENCE SOUTH 00 DEGREES 59 MINUTES 18 SECONDS WEST 169.89 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS WEST 651.58 FEET ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

**[DESCRIPTION INCLUDES RIGHT OF WAY AREA – ASSUMES  
ROW IS VACATED BY TIME OF RECORDING]**

2.2. The Condominium, and the Units contained therein are subject to and may benefit from the following restrictions, limitations, encumbrances, easements and the easements set forth in Article 6 hereof:

- (a) Local zoning, building, and use ordinances and restrictions.
- (b) Easements, restrictions, and agreements of record.
- (c) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.

- (f) Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- (h) Taxes or special assessments which are not shown as existing liens by the public records.
- (i) Taxes and/or assessments which become a lien or become due and payable subsequent to the date hereof.
- (j) Rights of the public, and of any governmental unit, in any part of the Condominium Premises taken, used, or deeded for street or highway uses.
- (k) Such other easements, restrictions, encumbrances and/or encroachments disclosed by the Condominium Subdivision Plan.

### ARTICLE 3

#### DEFINITIONS

3.1 When used in any of the Condominium Documents (defined below), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest in it, the following terms shall carry the definitions that follow them unless the context clearly indicates to the contrary:

(a) “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) “Association” means the nonprofit corporation known as Centre Collective Condominium Association which is organized under the laws of the State of Michigan, of which all Co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless expressly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) “Board of Directors” or “Board” means the board of directors of the Association.

(d) “Bylaws” means Exhibit “A” to this Master Deed, which shall constitute (i) the Bylaws for the Condominium Project setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed; and (ii) the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

(e) “City” means the City of the Village of Douglas, which is located in Allegan County, Michigan.

(f) “Common Elements” means those portions of the Condominium Project, other than the Units, including the General and Limited Common Elements as described in Article 4 below and/or shown on the Condominium Subdivision Plan.

(g) “Condominium Documents” means and includes this Master Deed, including Exhibits “A” and “B”, and any other instrument referred to in this Master Deed that affects the rights and obligations of a Co-owner in the Condominium Project, including the Articles of Incorporation and the rules and regulations of the Association.

(h) “Condominium Premises” means the land described in Article 2 above, and all easements, rights and appurtenances belonging to the Condominium Project.

(i) “Condominium Project” or “Condominium” means Centre Collective Condominium, which is a site condominium project established under the Act.

(j) “Condominium Subdivision Plan” means Exhibit “B” to this Master Deed, being the site plan, survey and other drawings depicting the real property and improvements that form a part of this Master Deed.

(k) “Co-owner” or “Owner” means any person, firm, corporation, partnership, limited liability company, trust or other legal entity, or any combination of them, that owns title to a Unit. A Co-owner includes land contract vendees (to the extent that the land contract vendees are not in default) and land contract vendors, but both parties are nonetheless considered jointly and severally liable under the Act and Condominium Documents.

(l) “Developer” means KRE WEST CENTRE, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Successors and assigns shall always be deemed to be included whenever, however and wherever the term “Developer” is used in the Condominium Documents. All development rights reserved to the Developer in this Master Deed are assignable in writing; provided, however, that conveyances of Units by the Developer shall not operate to assign the Developer’s development rights unless the deed or other instrument of conveyance expressly provides.

(m) “Development and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit in the Condominium which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct land improvements to develop additional Units, or and for so long as the Developer continues to own land within the Condominium, whichever is longer.

(n) “Limited Common Element” means any improvement, facility or service identified as a Limited Common Element in Article 4 below or on the Condominium Subdivision Plan or in any future amendment to this Master Deed. Limited Common Elements include such other elements of the Condominium Project which are not designated as a Limited Common Element, are not enclosed within the boundaries of a Unit, but are either necessary for the existence, upkeep, appearance, utility or safety of a Unit, or are intended for common use of a limited number of the Units.

(o) “Master Deed” means this Master Deed, including Exhibits “A” and “B” each of which are incorporated by reference and made a part of this Master Deed.

(p) “Open Space Areas” means the Open Space Areas identified on attached Exhibit “B”. The Open Space Areas may include paths, trails, parks, water features, natural areas and/or open space areas within the Condominium. Developer shall have the right, in its sole discretion, to add additional Open Space Areas anywhere within the Condominium (excluding those portions of the Condominium that have been previously conveyed to third parties), and/or to expand, contract, remove, eliminate, convert, change or modify previously designated Open Space Areas throughout the Condominium. Developer may designate or create new Open Space Areas within portions of the Condominium that are added to the Condominium as provided herein.

(q) “Units” means the Units within the Condominium established by this Master Deed. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

3.2 Terms not defined in this Master Deed but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate. Similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

#### **ARTICLE 4 COMMON ELEMENTS**

4.1 The General Common Elements of the Condominium are for the use and enjoyment of all of the Unit of the Condominium. The General Common Elements are as follows:

- (a) The land identified as a General Common Element on Exhibit “B”.
- (b) The cul de sac island and the lawn area between sidewalks and roadway as shown on Exhibit “B”.
- (c) The trails, walks, and paths identified as General Common Elements on attached Exhibit “B”.
- (d) The gazebo, elevated deck, fire pit area and related decks and trails shown as General Common Elements on attached Exhibit “B”.
- (e) The electrical transmission system located throughout the Condominium Project, up to the point of connection to a Unit.
- (f) The telephone transmission system located throughout the Condominium Project, up to the point of connection to a Unit.
- (g) The gas distribution system throughout the Condominium Project, up to the point of connection to a Unit.
- (h) The water distribution system and waste disposal network throughout the Condominium Project, up to the point of connection to a Unit.
- (i) The sanitary sewer system throughout the Condominium Project, up to the point where sewer is stubbed for connection with a Unit.
- (j) The telecommunications system throughout the Condominium Project, up to the point of connection to a Unit.
- (k) The storm water drainage system, including retention areas, collection points and connections, as shown on attached Exhibit “B” (except to the extent all or portions of such systems are dedicated to the public or a governmental authority).

(l) The Condominium access and entry areas, including all signs and other improvements that may be located therein, as shown on Exhibit "B". **[RESERVED - MAY BE REMOVED]**

(m) Any beneficial easements granted to and serving any part of the Condominium unless otherwise set forth in such easements or elsewhere in this Master Deed.

(n) All facilities, elements and other matters identified as General Common Elements in the Condominium Subdivision Plan.

(o) All other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Notwithstanding the foregoing, some or all of the utility lines, systems (including mains and service leads), storm water drainage system and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.2 The Limited Common Elements shall be subject to the exclusive use and enjoyment of a particular Unit, or Units, to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Convertible Area. The Developer has reserved the right in Article 8 of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

(b) Subsurface. The area more than twenty feet below the surface of the land of a Unit is a Limited Common Element appurtenant to such Unit.

(c) Other. Any other improvement, facility or service identified as a Limited Common Element on the Condominium Subdivision Plan or in any future amendment to the Master Deed as a Limited Common Element and such other elements of the Project which are not designated as a Limited Common Element, are not enclosed within the boundaries of a Unit, but are either necessary for the existence, upkeep, appearance, utility or safety of a Unit (or Units), or are intended for common use of a limited number of Units, are a Limited Common Element appurtenant to such Unit(s).

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

4.3 The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(a) The Association shall be responsible for the cost of maintenance, repair, replacement and insurance of all General Common Elements, except to the extent of any repair or

replacement necessitated by the act or neglect of a Co-owner or their agent, employee, contractor, invitee, family member or pet, which shall be the responsibility of, and paid by, the Co-owner on demand. The foregoing responsibilities include, without limitation, repair, maintenance, and replacement of the following areas (to the extent such areas are General Common Elements): the storm water drainage areas (including pumps, facilities, pipes and connections related thereto), gazebo and elevated deck area, the fire pit area, stone trails, utility systems, and the grounds between sidewalks and roadway.

In addition, the Association shall also be responsible for costs of improvements, insurance, repairs, maintenance and replacements with respect to easements affecting the Condominium to which the Association is a party (in accordance with the terms of such easement(s)) or to which the rights and/or obligations pursuant to such easements have been assigned to the Association (such as storm water drainage system related easements, and other easements that may be, or have been, declared, granted, reserved, established or assigned as contemplated by this Master Deed).

(b) Each Co-owner shall be responsible for the maintenance, repair, and replacement of their Unit, including without limitation, all residences, structures, improvements, sidewalks and landscaping erected, placed on or located within their Unit. The foregoing requirements include irrigating, mowing, trimming, weeding, fertilizing, and mulching lawn and landscaped areas and ice and snow removal from driveways and sidewalks that cross their Unit. The visible exterior appearance of a Unit, the residence, and all structures and improvements situated therein (including without limitation lawns, walks, decks, patios, and driveways), shall be subject to the Bylaws, the terms of any ARC approvals and such reasonable maintenance standards as may be adopted by the Association from time to time.

If a Co-owner fails to comply with the foregoing requirements, then the Association, and/or the Developer during the Development and Sales Period, shall have the right, but not the obligation, to undertake such repair and maintenance functions with respect to the Unit, including the residence or other improvements constructed or installed within any Unit, as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, landscape maintenance, tree trimming and other items deemed to keep Units in a neat and attractive condition). Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association (or Developer) in performing any responsibilities that are required in the first instance to be borne by Co-owners shall be charged to such affected Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Bylaws. A lien for nonpayment of any such charges shall attach to the Co-owner's Unit as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation legal action, foreclosure of the lien securing payment, and the imposition of fines.

(c) Each Co-owner will be solely responsible for arranging for and paying all costs in connection with extension of any public water, public sewer, telephone, electric, gas, cable television and other utility lines by laterals from any mains to any residence, structures and fixtures located within their respective Unit.

4.4 By acceptance of a deed, mortgage, land contract or other instrument of conveyance to a Unit, all Co-owners, mortgagees and other interested parties are deemed to have appointed the Association as their agent and attorney to act in connection with all matters concerning the



Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Association will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

## **ARTICLE 5 DESCRIPTION AND PERCENTAGE OF VALUE**

5.1 A complete description of each Unit in the Condominium Project, with elevations therein referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan, as surveyed by Callen Engineering, Inc. Each Unit shall include the space located within Unit boundaries from a depth of twenty (20) feet below grade and upward fifty (50) feet above grade as delineated with heavy outlines on the Condominium Subdivision Plan. The development plan has been filed with the City.

5.2 The percentage of value assigned to each Unit is determinative of each Unit's respective share of the proceeds and expenses of administration and the value of such Unit's vote at meetings of the Association when a vote is based on percentage of value rather than number. After review of the comparative characteristics of the Units, it was determined that the percentage of value assigned to each Unit shall be equal. As such, the sum of the total percentages of value is 100% and, therefore, the percentage of value assigned to each Unit is 5.26% based on 19 Units. The percentages of value were computed on the basis that each Unit will have an equal or substantially similar impact on the Common Elements of the Project and thus it is fair and appropriate that each Co-owner vote equally and pay an equal share of the expenses of maintaining the Common Elements.

5.3 If the Condominium Subdivision Plan is amended, and the revisions would alter the percentage of value per Unit when applied to the criteria used to derive the percentage of value, then the percentage of value shall be altered to reflect the revisions.

## **ARTICLE 6**

### **EASEMENTS**

6.1 Encroachments. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. This shall not be construed to allow or permit any encroachment on, or an easement for an encroachment on a Unit without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

6.2 Maintenance and Repair. There shall also be permanent easements in favor of the Association, and the Developer during the Development and Sales Period, to, through and over those portions of the Condominium Premises (including the Units) as may be reasonable for (a) the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or that the Association (or Developer) may elect to assume; (b) the installation, maintenance and repair of all utility services furnished to the Condominium Project; and (c) access to Units for purposes of decoration, maintenance, repair or replacement pursuant to the rights set forth in Article 4 above. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs to install,

repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Bylaws.

6.3 Utility Connections. There shall be easements to, through and over the Condominium (including all Units) for the benefit of the Developer, the Co-owners, Association and/or any public utility for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into of any or all public or private utilities in the Condominium. The Association, Developer, and all public or private utilities shall also have easements in, on, over, under, across, through and to those portions of land, Units, and improvements for the installation, maintenance, upkeep, repair and replacement of all utilities and all Common Elements. The Co-owners of any Unit shall have a permanent easement in, on, over, under, across and through the other Units and Common Elements where necessary or convenient for the installation, maintenance, repair, and replacement of utility systems that serve, or Limited Common Elements pertaining to, their Unit. The foregoing utility systems may include, but are not limited to, electric, gas, telecommunications, public water, sewer and similar services.

6.4 Grants by Association. The Association, both before and after the transitional control date, shall be empowered and obligated to grant easements under and across the Condominium Premises for utilities, access and such other lawful purposes that it determines to be reasonable and necessary, subject to the written approval of the Developer during the Development and Sales Period.

6.5 Dedications. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium for the construction, installation, repair, maintenance and replacement of roads, rights-of-way, walkways, pedestrian crossings and bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto and to assign obligations thereunder to the Association. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of the Association, any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such grants of easements or dedications and any amendments of this Master Deed to reflect the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

In addition to, and notwithstanding the foregoing, a public right of way will be dedicated to the City for the establishment of Beachwood Way as a public road, public sidewalks and streetlights. The Association will be responsible for certain repair and maintenance obligations with respect to streetlights pursuant to a separate agreement with the City. Co-owners will be responsible for snow removal from sidewalks that cross their respective Units.

In addition to, and notwithstanding the foregoing, all or portions of the storm water drainage and retention system within, or that serves the Condominium, including without limitation all retention ponds, basins, canals, connections, ditches, pipes, pumps and other infrastructure and/or facilities may be dedicated or transferred, either by easement or deed, to the Allegan County Drain Commission or other public or quasi-public drainage authority or district. The drainage authority will have the authority to impose special assessments or other costs or charges in connection with the drainage district. All Co-

owners and mortgagees are deemed to have irrevocably consented to the foregoing and agree to be governed by the terms and conditions of the authority from and after the time that the authority is created and established. All Co-owners and mortgagees acknowledge and agree that they shall comply with the terms of any Section 433 Agreement that may be executed by the Developer or the Association with respect to establishment of the drainage authority within the Condominium.

In addition to, and notwithstanding the foregoing, the easterly portions of Units 1 through 6 of the Condominium will be subject to a public sidewalk easement. The Unit owners may be required to remove snow and ice from the sidewalk easement and/or take other actions that are required of owners of property that are subject to a public sidewalk easement.

6.6 Existing Easements. The Association hereby assumes and agrees to perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

6.7 Developer Reserved Easements. Developer reserves, declares and establishes an easement on, over and across the Condominium for the following purposes:

- (a) To use the Common Elements for sales purposes;
- (b) To use any of the unsold Units for leasing and/or sales (including model units and sales offices), administrative or management purposes;
- (c) To place signs on the Common Elements and unsold Units for sales and promotional purposes; and
- (d) To park, locate or establish construction trailers, vehicles, equipment, structures, improvements, materials or facilities within Units or on the Common Elements.

6.8 Stormwater Drainage, Walkways and Utilities Easement. The Condominium is subject to an easement with land to the south of the Condominium. The easement grants the property to the south the right to drain storm water into the storm water drainage and retention system located within the Condominium, grants owners, tenants and invitees of the property to the south to use the fire pit area within the Condominium and gives the southerly property the right to connect to utility systems within the Condominium. The easement also gives the Condominium the right to use walkways that may be established on the property to the south of the Condominium and to connect to utility systems that may be located on the property to the south of the condominium. The Easement should be reviewed for specific terms and conditions.

6.9 Rear and Side Yard Drainage Easements. Easements are hereby established on, over and across the rear yard setback area and side yard setback area of each Unit for storm water drainage.

6.10 Recorded Easements. The Condominium is subject to various recorded easements, agreements and restrictions. These recorded documents both benefit and burden the Condominium. Each Co-owner should fully review the recorded documents to fully understand the rights and obligations of the Condominium and the Co-owners.

6.11 Preservation of Certain Trees. The trees that are located along the rear boundaries of Units 13 through 17 shall serve as a buffer and shall not be removed or cut. Such trees may only be removed or cut if they are dead or diseased.

**ARTICLE 7**  
**SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

7.1 Notwithstanding any other provision of this Master Deed or the Bylaws to the contrary, Units in the Condominium may be subdivided, consolidated and modified, and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article 7, and subject to any and all ordinances and approval rights of the City. Any such changes in an affected Unit shall be reflected in a duly recorded amendment to this Master Deed.

7.2 During the Development and Sales Period, Developer reserves the sole right, without the consent of any other Co-owner or mortgagee of any Unit, to undertake any of the following:

- (a) To subdivide any Unit.
- (b) To consolidate under single ownership two (2) or more adjoining Units separated only by Unit boundaries.
- (c) To relocate any boundaries between two (2) or more adjoining Units, separated only by Unit boundaries.

Any exercise of the rights reserved to the Developer above shall be effected by an amendment to this Master Deed, prepared by and at the sole discretion of the Developer, and recorded in the manner provided by law. In any such amendment, each portion of the Units resulting from any subdivision, consolidation or relocation of boundaries shall be separately identified by the number and percentages of value for such Units. Any such amendment shall also contain such further definitions of Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units, and any other persons interested or to become interested in the Condominium Project from time to time, shall be deemed to irrevocably and unanimously consent to any such amendment and to any adjustment of percentages of value of Units that the Developer determines necessary in conjunction with such amendment. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment and all other documents necessary to effectuate the foregoing. Such amendments may be effected without re-recording this Master Deed or any Exhibit to this Master Deed.

7.3 A Co-owner may undertake to relocate or eliminate boundaries between their respective Units on written request to the Association, in accordance with Section 48 of the Act. On receipt of such request, the president of the Association shall cause to be prepared an amendment to this Master Deed duly relocating the boundaries, identifying the Units involved, and adjusting the percentages of value as provided under Article 5 above. Any Co-owner requesting the relocation or elimination of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall become effective on the execution and recording of such amendment in the manner provided by law. The right of each Co-owner to consolidate or relocate Unit boundaries is subject to the approval of the Association pursuant to the Bylaws.

**ARTICLE 8**  
**CONVERTIBLE AREAS**

8.1 The General Common Elements, Limited Common Elements and the Units have been designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

8.2 The Developer reserves the right, in its sole discretion and subject to prior approval of the appropriate governmental agencies, during a period ending no later than six (6) years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units and/or General or Limited Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

8.3 All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article 8. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

8.4 All improvements constructed within the Convertible Areas described above shall be reasonably compatible with other improvements made by the Developer in the Condominium Project, as determined by Developer in its discretion.

## **ARTICLE 9 AMENDMENT AND TERMINATION**

9.1 If there is a Co-owner other than the Developer, then the Condominium Documents may be amended for a proper purpose only as follows:

(a) The amendment may be made without the consent of any Co-owner or mortgagee of any Unit if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of any Unit in the Condominium Project, including, but not limited to, amendments to modify the dimensions of unsold Units, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the federal government or of the State of Michigan.

(b) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees of Units, with the consent of not less than two-thirds ( $\frac{2}{3}$ ) of the Co-owners and, in some instances, two-thirds ( $\frac{2}{3}$ ) of such mortgagees; provided, that a Co-owner's Unit dimensions may not be modified without their consent, nor may the formula used to determine percentages of value for the Condominium Project be modified without the consent of the Developer and each affected Co-owner. The provisions relating to the ability or terms under which a Unit may be rented may not be amended without the Developer's consent, as long as the Developer owns a Unit. The affirmative vote of two-thirds ( $\frac{2}{3}$ ) of Co-owners is considered two-thirds ( $\frac{2}{3}$ ) of all Co-owners entitled to vote as of the record date for such votes. Rights reserved by the Developer herein, including without limitation any rights to amend for purposes of expansion or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer for sale any Unit in the Condominium Project. For purposes of this Section, a mortgagee shall have one (1) vote for each Unit on which a mortgage or mortgages are held. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots as described in Section 90a of the Act. Any mortgagee ballot not returned within ninety (90) days of mailing shall be counted as approval for the change.

(c) A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee of any Unit for the specific purposes reserved by the Developer in this Master Deed and by the Co-owners of Units as provided elsewhere herein. During the Development and Sales Period, this Master Deed shall not be amended, nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer. Section 112(1) of the Act shall control the passage of amendments affecting the rights of a Co-owner and the Developer to lease Units.

(d) Notwithstanding any provision of the Condominium Documents to the contrary, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(i) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in this Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or locations of improvements including revising the Condominium Subdivision Plan to fully comply with the applicable regulations;

(ii) To clarify or explain the provisions of this Master Deed or its exhibits;

(iii) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;

(iv) To create, grant, make, define or limit easements affecting the Condominium Project;

(v) To record an "as built" Condominium Subdivision Plan or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(vi) To terminate or eliminate reference to any right which Developer has reserved to itself herein;

(vii) To make alterations described in Article 7 above, even if the number of Units in the Condominium Project would thereby be increased or reduced; and

(viii) To adjust the percentages of value as provided in Article 5 above.

Amendments of the type described in this 8.4(d) may be made by the Developer without the consent of the Co-owners or mortgagees of Units, and any Co-owner or mortgagee having an interest in a Unit affected by such an amendment shall, at the request of the Developer, join with the Developer in amending this Master Deed, but any such amendment shall be effective on recording even without such joinder.

(e) A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments proposed by the Board of Directors or based on the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of

proposed amendments under this 8.4(e) not less than ten (10) days before the amendment is recorded.

9.3 If there is a Co-owner other than the Developer, then the Condominium Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees of Units, as follows:

(a) Agreement of the required number of Co-owners and mortgagees of Units to termination of the Condominium Project shall be evidenced by their execution of the termination agreement or of ramifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

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

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

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

9.4 To the extent that the Act or these Condominium Documents require a vote of mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act control. In addition, only those mortgagees who hold a first recorded mortgage or a recorded assignment of a first mortgage against one (1) or more Units in the Condominium Project are entitled to vote on amendments to the Condominium Documents, and only under the following circumstances:

(a) Termination of the Condominium Project;

(b) A change in the method or formula used to determine percentage of value assigned to a Unit subject to the mortgagee's mortgage;

(c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;

(d) Elimination of a requirement for the Association of Co-owners to maintain insurance on the Condominium Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage; and

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.

**ARTICLE 10  
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Allegan County Register of Deeds.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, this Master Deed is made and executed on the date set forth above.

KRE WEST CENTRE, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Jeffrey A. Kerr  
Its: Manager

STATE OF MICHIGAN        )  
  )  
ALLEGAN COUNTY         )

The foregoing instrument was acknowledged before me in Allegan County, Michigan, on \_\_\_\_\_, 2023, by Jeffrey A. Kerr, as Manager of KRE WEST CENTRE, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
State of Michigan  
County of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

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**EXHIBIT A**  
**TO MASTER DEED**

**CONDOMINIUM BYLAWS**

**ARTICLE 1**  
**ASSOCIATION OF CO-OWNERS**

Centre Collective Condominium (the “Condominium”), is a site Condominium Project located in the Allegan County, Michigan, that shall be administered by Centre Collective Condominium Condominium Association, (the “Association”), which is organized under the applicable laws of the State of Michigan, and is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership.

A Co-owner’s membership in the Association and the Co-owner’s share in the funds and assets of the Association, and the Co-owner’s right to vote with respect to matters involving the Condominium, shall be based on the percentage of value for the Unit which is calculated in accordance with Article 5 of the Master Deed. A Co-owner’s rights cannot be assigned, pledged or transferred in any manner except as an appurtenance to their Unit.

The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering on or acquiring any interest in any Unit or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE 2**  
**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, the Condominium Documents, or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.2 **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.**

(i) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance, repair or replacement of the Condominium Project and Common Elements, including a reasonable allowance for contingencies and reserves.

(ii) A reserve fund shall be maintained for major repairs and replacement of Common Elements. The reserve fund shall be funded by the annual assessments described below. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis as of the Transitional Control Date. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time.

(iii) On adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based on said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (A) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (B) to provide replacements of existing Common Elements; (C) to provide additions to the Common Elements for the entire Condominium Project; or (D) in the event of emergencies; then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(iv) The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.1(d) below and to assess a one-time special assessment at the time of closing on the purchase including the original purchase from the Developer and subsequent resales of a Unit in an amount equal to three (3) times the regular monthly assessment. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the Members thereof, and shall not be enforceable by any creditors of the Association or of the Members thereof.

(b) **Special Assessments.** Special assessments, as to all the Co-owners or to individual Co-owners as provided in Section 69 of the Act, in addition to those required in Section 2.2(a) above, may be made by the Board of Directors from time to time and approved by the Board of Directors, including, but not limited to: (i) assessments for additions to the Common Elements; (ii) assessments to purchase a Unit on foreclosure of the lien for assessments described in Section 2.5 below; (iii) assessments for costs associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element or for any unusual expenses or conduct that benefit less than all those entitled to occupy the Condominium Project as provided in Section 69 of the Act; or (iv) assessments for any other appropriate purpose not elsewhere herein described. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the Members thereof and shall not be enforceable by any creditors of the Association or of the Members thereof.

2.3 **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Except as provided otherwise herein or the Master Deed, any unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of conduct of less than all of those entitled to occupy the Condominium may be assessed by the Board of Directors against the Unit or Units involved in accordance with the reasonable judgment of the Board of Directors. Annual assessments as determined in accordance with Section 2.2(a) above shall be payable by Co-owners in twelve equal monthly installments throughout the year, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five (5) or more days until each installment together with all applicable late charges is paid in full. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to their Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date on which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

2.4 **Waiver of Use or Abandonment of Unit.** No Co-owner may exempt such Co-owner from liability for any contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Unit.

2.5 **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments (including delinquent special assessments) together with all applicable late charges and fines by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against their Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium Project; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from their Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 21.4 and Article 22 below. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Condominium Project, shall be deemed to have granted to

the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment is delinquent at public venue, pursuant to judicial proceedings, foreclosure by advertisement or any other means permitted by law and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE CONDOMINIUM PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner at their last known address, a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (i) the affiant's capacity to make the affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments); (iv) the legal description of the subject Unit; and (v) the name of the Co-owner of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, then the Association may take such remedial action as may be available to it hereunder or under Michigan law. If the Association elects to foreclose the lien by advertisement, then the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on their Unit.

2.6 **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium Project which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, not to exceed six months' worth of such assessments).

2.7 **Developer's Responsibility for Assessments and Special Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments except as to Units that contain a Completed Dwelling. A "Completed Dwelling" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City for the Dwelling situated thereon; provided however, a Completed Dwelling shall not include a model home, sales office or "spec" home. However, to the extent a Unit owned by the Developer does not contain a Completed Dwelling, the Developer shall pay to the Association the Unit's proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Condominium and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer (that do not include Completed Units) at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

2.8 **Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

2.9 **Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

2.10 **Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

2.11 **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. On written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding on the Association for the period stated therein. On the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments constitute a lien on the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### **ARTICLE 3 ARBITRATION**

3.1 **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, on the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered on any award pursuant to such arbitration), and on written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration

Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

3.2 **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

3.3 **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### **ARTICLE 4 INSURANCE**

4.1 **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Condominium Project and the Association's obligations for maintenance, repair and replacement of other portions of the Condominium Project as provided under the Condominium Documents, carry extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$3,000,000 per occurrence), officers and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements, and such other portions of the Condominium Project for which the Association is responsible for maintenance, repair, and replacement, including, without limitation, those items described in Section 4.3(b) of the Master Deed, and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at their own expense on their Unit as contemplated by the Master Deed. It shall be each Co-owner's responsibility to determine by personal investigation or from their own insurance advisors the nature and extent of insurance coverage adequate to their needs and thereafter to obtain insurance coverage for their personal property and for everything related to their Unit or elsewhere on the Condominium and for their personal liability for occurrences within their Unit or on Limited Common Elements appurtenant to their Unit. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** Except as set forth herein, all Common Elements of the Condominium Project and all other portions of the Condominium Project for which the Association is responsible for maintenance, repair, and replacement, including, without limitation, those items described in Article 4 of the Master Deed, shall be insured against other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, except trees, vegetation, or other natural features in any natural area, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners on

request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, on the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. On such annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for everything related to the Unit, and the Association shall have no responsibility whatsoever for obtaining such coverage.

(c) **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Bylaws and deductibles payable on the making of claims thereunder shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 below, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

4.2 **Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, their Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

4.3 **Responsibilities of Co-owners.** Subject to the coverage to be carried by the Association, each Co-owner shall obtain fire and extended coverage and vandalism and malicious mischief insurance with respect to their Unit and all improvements constructed or to be constructed within the perimeter of their Unit and for their personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements or personal property whatsoever.

4.4 **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.



**ARTICLE 5  
RECONSTRUCTION OR REPAIR**

5.1 **Responsibility for Reconstruction or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) **Damage to Common Element.** If the damaged property is a Common Element, then the property shall be rebuilt or repaired, unless it is determined by a vote of the Developer and a majority vote of the Units based on percentages of value as cast by the Co-owners that the Condominium shall be terminated.

(b) **Repair in Accordance with Plans and Specification.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium Project to a condition as comparable as possible to the condition existing prior to damage.

(c) **Co-owner Responsibility for Repair.** If the damaged property is a Unit or any improvements therein, then, subject to the provisions of the Master Deed, the Co-owner of such Unit shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that the Co-owner elects to make; provided, however, that those fixtures, structures, improvements, and other items which are covered by the insurance carried by the Association and for which the Association has maintenance, repair, and replacement responsibility under the Condominium Documents shall be reconstructed or repaired by the Association in accordance with Section 5.1(d) below. The Co-owner shall in any event remove all debris and restore their Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article 6 as soon as reasonably possible following the occurrence of the damage. Any and all reconstruction, repair, or restoration made by any Co-owner pursuant to this Section shall be subject to the review and approval of the ARC as provided in Article 6.

(d) **Association Responsibility for Repair.** Except as otherwise provided in the Master Deed and in Sections 5.1(a) and 5.1(c) above, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements as well as those portions of the Condominium Project for which the Association is responsible for carrying insurance under Article 4 above and for which the Association bears maintenance, repair, and replacement responsibility under the Condominium Documents. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or on completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

5.2 **Timely Reconstruction and Repair.** The party responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and

shall complete such replacement within a reasonable time thereafter using its or their best efforts, after the date of the occurrence which caused damage to the property.

5.3 **Eminent Domain**. Section 133 of the Act and the following provisions shall control on any taking by eminent domain:

(a) **Negotiation**. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements.

(b) **Taking of Unit**. If all or part of a Unit or the Limited Common Elements is taken, then the Co-owner owning such Unit shall be solely responsible for representation of their interests in connection with such condemnation. The award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and their mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project. The Association shall be permitted to pursue any and all claims resulting from such condemnation including, without limitation, loss of revenue.

(c) **Taking of Common Element**. If all or any portion of a General Common Element is taken, then the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the Co-owners, at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article 5 of the Master Deed.

(d) **Continuation of Project**. If the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Members based on a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owners.

(e) **Notice**. If any Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association promptly shall so notify each holder of a mortgage lien on any of the Units.

(f) **Impractical to Rebuild Within a Unit**. If the taking of a portion of a Unit makes it impractical to rebuild a residence within a Unit under the terms of these Bylaws, then the entire undivided interest in the Common Elements appertaining to that Unit shall, with the consent of the Co-owner owning such Unit and any mortgagee, thenceforth appertain to the remaining Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element.

(g) **Applicability of the Act**. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control on any taking by eminent domain.

5.4 **Priority of Mortgage Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements.

## **ARTICLE 6 UNIT DEVELOPMENT**

6.1 **Architectural Review Committee.** Development of the Units shall be subject to the approval of the Architectural Review Committee (hereinafter, the “ARC”). No residence, structure, deck, patio, fence, landscaping, pool, playset or other improvements shall be constructed or installed within the perimeter of a Unit or elsewhere on the Condominium, nor shall any exterior modifications be made to any existing residence, structure, deck, patio, fence, landscaping, pool, playset or other improvement unless plans and specifications containing such detail as the ARC may require have first been approved in writing by the ARC.

6.2 **Appointment and Removal.** Developer shall have the right to appoint and remove members of the ARC in its sole and absolute discretion. The ARC shall initially be composed of three members: Jeff Kerr, Tammy Kerr and Christopher Alan Kerr. Each initial member of the ARC shall serve for an initial ten-year term, which shall commence upon recordation of this Master Deed and expire on the tenth anniversary of this Master Deed (unless sooner terminated by Developer). Each subsequent member of the ARC shall serve for a three-year term. If Developer fails to appoint a member, then the initial members shall remain until an appointment is made, and any vacancy shall not be included in determining any quorum, majority or percentage. If Developer assigns its appointment and removal rights to the Master Association, then the ARC shall expand to five members.

6.3 **Approval of Builder and/or Architect.** The ARC, acting in its sole discretion, shall have the right to limit, restrict and/or approve the builder and architect with respect to the construction of a residence or other improvements within a Unit. The ARC may, from time to time, publish a list of approved builders and architects but the ARC may revoke such approvals at any time.

6.4 **Approval of Plans and Specifications.** No residence, structure, fence, deck, patio, pool, playset or other improvement, including landscaping (including the size, type, quantity, shape, grading and location of landscaping beds, irrigation systems, plantings and landscaping materials), shall be commenced, erected or maintained in the Condominium, nor shall any exterior change or alteration be made to an existing residence, structure, fence, deck, patio, pool, playset or other improvement, until professionally drawn plans and specifications showing the nature, kind, size, boundary, dimensions, shape, height, colors, materials, topography and location of the same are submitted to, and approved in writing by, the ARC, which approval shall be granted in accordance with the approval standards established by the ARC. The ARC will use reasonable efforts to issue a decision within thirty (30) days after its receipt of any plans and specifications required or permitted by these Bylaws.

6.5 **Preliminary Approval.** Prior to submitting plans and specifications for final approval, preliminary plans and specifications may be submitted to the ARC for preliminary approval. If preliminary materials are disapproved, or approved subject to conditions, then the ARC shall state in writing the reasons for disapproval or the conditions to be met.

6.6 **No Violations.** No approval by the ARC shall be granted to, and any approval granted shall be automatically revoked if, an Co-owner violates or threatens to violate any provision set forth in the Master Deed or these Bylaws, unless the ARC, in writing, expressly grants or permits a waiver or deviation in accordance with these Bylaws.

6.7 **Approval Standards.** The ARC shall have the right and authority, in its absolute discretion, to disapprove, or approve with conditions, any plans and specifications that the ARC determines would render the proposed residence, structure or improvement, or exterior change or modification, incongruent, inconsistent or inharmonious with the existing residences, structures and improvements of the Condominium, or on the basis of any of the following, which is not intended to be an exhaustive list: noncompliance with any of the restrictions set forth in these Bylaws or other standards established by the ARC from time to time, proposed materials, color scheme or design, including the proportions, shape, height, style or location of the proposed improvement or modification, impact on traffic, parking and/or connections to, from and within the Condominium. All Co-owners, by accepting ownership of lands within the Condominium, acknowledge that the primary purpose for providing for architectural control is to ensure the proper and harmonious development of the Condominium and its blending with the surrounding area, and to enhance the Condominium. To this end, the ARC shall have broad discretion in its decision-making hereunder.

6.8 **Supplements and Re-Submittals; Duration of Approvals.** In the event a submission to the ARC requires a supplement or a re-submittal, the Co-owner seeking approval from the ARC shall promptly submit such additional or revised materials that the ARC requires. Determinations of the ARC shall be effective for a period of two (2) years from the date of their approval. If the construction or other work is not commenced prior to the expiration of such period, the ARC approval shall lapse and terminate and a new approval shall be required.

6.9 **Evidence of Approval.** ARC approval shall only be deemed granted if the plans and specifications submitted for final approval are (a) marked or stamped as approved by a majority of the ARC, and (b) dated and signed by a majority of the members of the ARC who are validly serving on the ARC as of the date of such approval. The ARC may waive or modify any of the restrictions contained in these Bylaws in its sole discretion.

6.10 **Limitation of Liability.** In no event shall either Developer or the ARC have any liability for their approval or disapproval of any plans or specifications, regardless of whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. The ARC's approval shall mean only that the plans and specifications are in compliance with the intent and purpose of these Bylaws and the standards established by the ARC. No approval shall constitute a representation or warranty by Developer or the ARC that any plans or specifications meet the requirements of any zoning or other municipal ordinances, building codes, safety requirements, or other laws or regulations, or an evaluation of the technical aspects of the proposed construction. Owners shall be responsible for compliance with all laws and regulations and shall not look to the ARC for assistance or advice in complying with the same.

6.11 **Temporary Structures.** No trailer, commercial vehicle, recreation vehicle, boat, shack, detached garage, barn, storage shed, tent, or other structure of a temporary character or similar outbuilding shall be used or occupied at any time, either temporarily or permanently, except that (a) tents for entertainment purposes may be erected with prior approval of the ARC for periods not to exceed forty-eight hours, and (b) vehicles, temporary structures and/or storage pods may be established and used in connection with the development, construction and sale of the Condominium and/or residences being established on a Unit.

6.12 **Assignment of Appointment and Removal Powers.** Developer may, in Developer's sole discretion, assign, transfer and delegate to the Association its power to appoint members to, and remove members from, the ARC.

6.12 **Square Footage Requirements.** All residences shall satisfy the minimum

square footage requirements set forth in the City ordinances with respect to single story, one and a half story and two story residences. Square footage shall be measured by ANSI standards (the ARC reserves the right to vary the square footage requirements), exclusive of basements, porches, breezeways, garages, attics, and storage areas.

6.13 **Garages.** All residences must have an attached garage designed for at least one enclosed parking space and should provide for a minimum of 100 square feet of extra storage. Garage doors are to be de-emphasized. The doors are recommended to be one color and the materials must be approved by the ARC. Multi-panel styles are encouraged. Three-car and larger garage designs must take into consideration their impact on curb appeal and/or adjoining Units. No garage shall be permanently enclosed or converted to other usage other than for the parking of vehicles. All garages are to be located at grade level, and all garage doors shall remain closed except when entering or exiting the garage.

6.14 **Accessory Structures - Prohibited.** Unattached secondary structures, sheds, barns, or any storage facility outside at the residence is strictly prohibited. In addition, play structures, swingsets, gazebos, trellises, and similar structures are also prohibited. Portable structures such as Igloo, domes, bubbles, greenhouses, etc. are also strictly prohibited.

6.15 **Hot Tubs.** Outdoor hot tubs are permitted in the rear yards of the Units and provided that the hot tub is screened with landscaping or a privacy fence. The location, screening and landscaping related to any proposed hot tub is subject to approval by the ARC.

6.16 **Flags and Lawn Ornaments.** Lawn ornaments are strictly prohibited, including but not limited to gazing balls, pink flamingos, gargoyles, pinwheels, peace posts, gnomes and statues. Flags, banners, windsocks and the like are prohibited with the exception that each Unit owner may have one flag that is anchored to the residence within their Unit and provided that the flag is one of the following: (i) the United States of America, (ii) a State flag, (iii) a college or university or (iv) of a professional sports team.

6.15 **Antennae and/or Dish.** Subject to applicable law, satellite dishes, television antennae, radio aerials, or similar aerials of any type or nature are greatly discouraged and subject to ARC approval. The ARC may require that all such items be completely screened from view and ground mounted. All dish locations must be approved by the ARC prior to installation. In addition, the following restrictions shall apply to such items:

- (a) Such items shall equal to or less than 18 inches in diameter;
  - (b) The item shall be totally screened from view of all adjoining properties;
- and
- (c) A complete site plan must be submitted to the ARC showing the exact location of the item and the use of materials to screen it. If landscaping is used, the plants must be of sufficient size to completely screen the dish upon installation. This site plan must indicate the location of neighboring houses to assure that the dish will not be visible to them.

## ARTICLE 7 USE RESTRICTIONS

7.1 **Common Elements.** The Common Elements shall be used only by the Co-owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units or in accordance with any other rights to use the Common Elements such as easements. The use, maintenance and operation of the Common

Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Association at some future time, affecting any part or all of said Common Elements.

7.2 **Specific Prohibitions.** In addition to the general requirements of this Article, the use of the Units and Common Elements of the Condominium Project shall be subject to the following specific restrictions:

(a) **Single Family Use Only.** Units shall be used exclusively for residential purposes, and no Unit shall be used for any purpose other than as a single-family residence. No other use of the Units shall be permitted without the approval the Association. A home occupation shall be considered part of a single-family residential use only if such occupation (i) is conducted entirely within the residence, (ii) is participated in solely by members of the immediate family residing in the residence, (iii) is clearly identical and secondary to the use of the residence for dwelling purposes, and (iv) does not change the character of such use. Notwithstanding any provision of this Section 7.2(a) to the contrary, a home occupation shall be prohibited if (i) a sign or display indicates from the exterior that the residence is being used for any purpose other than a dwelling; (ii) any commodity is sold on the premises; (iii) any person is employed other than a member of the immediate family residing on the premises; or (iv) any mechanical or electrical equipment is used, other than personal computers and other office-type equipment. For purposes of this Section, a boardinghouse, group home, day care, barber shop, styling salon, beauty parlor, animal hospital, kennel, any animal care, or treatment shall not be considered part of a single-family residential use and, therefore, shall not be a permitted home occupation or use. Nothing in the foregoing shall prohibit Co-owners of Units from keeping personal, business, or professional records or accounts; handling personal, business, or professional telephone calls or correspondence; and maintaining and using computers or other office equipment in their Unit. This provision does not apply to the Developer, who may use one or more Units or other portions of the Development for model homes and/or a real estate office.

(b) **Leases.** A Unit may be leased to third parties. However, a written lease shall be required and the lease shall require the tenant to comply with all of the conditions of the Condominium Documents. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents or if the lease agreement fails to comply with the terms and conditions hereof, the Association may institute an action for both eviction against the tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Project. In addition, if a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may commence an eviction action against the tenant and pursue its actual damages from both the tenant and the Co-owner.

(c) **Nuisances.** No nuisances shall be permitted on the Condominium Premises nor shall any use or practice be permitted which is a source of annoyance to other occupants, or which interferes with the peaceful possession or use of the Condominium Project by

the Co-owners or their lessees. Except for areas specifically designated by the Association, the Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for the storage of any personal property or thing that may cause the Condominium Premises to appear in an unclean or untidy condition.

(d) **Prohibited Conduct.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Premises, or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Condominium Project as a whole without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in their Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law, ordinance or regulation.

(e) **Signs.** Signs have a significant impact on a community image and either enhance or detract from the ambience of the community. The use of type, style, colors, materials, dimensions, shapes, post design, placement, and landscaping must coordinate so that there is continuity between various sign types. The Developer shall be responsible for the design and specifications of all signage so as to achieve this coordination. This may include but not be limited to the requirement of Realtor signs to conform to a particular size and shape and to be placed in a specific frame and post as designed and specified by Developer. All signage must be approved by the ARC before it is displayed. This Section shall not apply to the Developer during the Development and Sales Period.

(f) **Personal Property.** No Co-owner shall display, hang or store any clothing, laundry or other articles of personal property outside, or which may be visible from the outside of, their Unit (other than draperies, blinds or curtains of a customary nature and appearance), or paint or decorate the outside of their Unit, or install outside their Unit any satellite dish, radio or television antenna, window air-conditioning unit, awning or other equipment, fixtures or items of any kind, without the prior written permission of the ARC. This restriction shall not be construed to prohibit a Co-owner of a Unit with an appurtenant patio or deck from placing and maintaining outdoor furniture and decorative plants and foliage of a customary nature and appearance on the patio or deck.

(g) **Trash.** All Co-owners are required to use the Association-selected refuse carrier and shall be responsible for their individual payments for such service. The pick-up of refuse and recyclables will be negotiated by the Association for all Co-owners. Garbage, refuse, recycling, rubbish, grass clippings, leaves, and other yard debris must be deposited in an attractive container, suitably located and screened from view. All trash is to be placed in sealed plastic bags and placed in trash receptacles that shall be maintained inside the garage at all times and shall not be permitted to remain outside except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.

(h) **Weapons and Hunting.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of their family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises. All hunting is strictly prohibited in all areas of the Condominium Premises.

(i) **Maintenance.** Once a residence has been built within a Unit, it shall be maintained in a neat and attractive manner. The Co-owner shall keep the exterior of improvements built on their Unit clean and in a good state of repair and appearance. Co-owners must maintain all improvements and grounds in a neat and attractive manner, and, in particular, shall keep grass

and weeds cut and remove dead trees, dead shrubbery and dead plants. Co-owners must keep the exterior of improvements on the premises clean and in a good state of repair and appearance. No piling of leaves and debris is allowed on site. Dumping of leaves and trimmings on adjacent land is prohibited. Co-owners shall irrigate lawn and landscape areas and shall have underground irrigation systems. If any Co-owner fails to maintain or repair their Unit, residence or grounds, and if such maintenance or repair is necessary (including lawn irrigation), in the sole discretion of the Association or the ARC and such failure of the Co-owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association or the ARC to the Co-owner, the Association may levy a special assessment against such Co-owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

(j) **Parking.** No unlicensed, inoperable or uninsured vehicle, nor any commercial vehicle, trailer, boat, tractor, mobile home, RV, moped, bike, motorcycle, ATV, ORV, snowmobile or other similar vehicles may be parked outside or otherwise in view from the exterior.

(k) **Hazardous Substances.** Co-owners shall not cause or permit any hazardous or toxic material or substances to be released, brought upon, stored, produced, emitted, disposed of or used at the Project without the prior written consent of the ARC. Hazardous Substances shall be deemed to mean any material or substance which is defined as a Hazardous or Toxic Substance pursuant to any federal or state environmental legislation, substances containing gasoline, oil, diesel fuel or other petroleum products, or the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy which is or becomes defined as a Hazardous Waste or Hazardous Substance under any federal, state or local statute, regulation or ordinance.

(l) **Clotheslines.** Exterior clotheslines are prohibited. No clothing, bedding, or other similar items shall be hung over or on any windows, doors, walls or fences if they are visible from any adjoining land.

(m) **Fuel Storage Tanks.** No above-ground or below-ground storage tanks may be installed on any Unit.

(n) **Motorized Vehicles.** No motorized vehicles, including, but not limited to, motor scooters, mopeds, motor bikes, motorcycles, golf carts, ATVs, ORVs, snowmobiles, other recreational vehicles may not be operated on the lands of the Condominium including but not limited to individual Units, common areas, and roads. Only those vehicles and drivers legally permitted to operate on public streets may operate on the paved private streets, and then only for the purposes of ingress and egress unless such vehicle is either (i) reasonably necessary in connection with any construction, installation, maintenance, repair or replacement of General Common Elements, as the case may be; or (ii) necessary for the use and enjoyment of the General Common Elements by a person with a disability, a reasonable accommodation for such person, and approved in writing by the Association, which approval may be subject or pursuant to such rules, regulations and conditions as the Association deems appropriate to verify the necessity and reasonableness of such vehicle. The Developer and its equipment are excluded from this provision.

(o) **Exterior Storage.** The Association has the right to establish rules and regulations on storage. No boats, trailers, RV's, vehicles of any sort, or any other items are to be stored outside for more than forty-eight (48) hours in any thirty (30) day period unless authorized in writing by the Developer.



(p) **Pets and Animals.** No more than a combination of three (3) domestic dogs or cats (2-dogs and 1 cat or 1-dog and 2-cats) shall be kept or maintained in any Unit on the Condominium as house pets. Animals, livestock or poultry may not be raised, bred or kept at the Project. Pets may not be kept or bred for commercial purposes. Pets must have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous pet shall be kept. No dog that barks and can be heard on a frequent or continuing basis from outside a Unit shall be kept at the Project, even if permission was previously granted to maintain the pet on the Condominium Premises. No pet may be allowed to run loose on any portion of the Condominium Premises other than its Co-owner's respective Unit. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem necessary. All animals must be restrained by their respective Co-owner on a leash or similar device at all times while on the Common Elements. Pet owners will have full responsibility for damage to persons or property caused by their pet. Any Co-owner who causes any animal to be brought or kept within the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal, whether or not the Association has given its permission, therefore. The Association may, without liability to the Co-owner, remove or cause to be removed any animal from the Condominium which it determines to be in violation of these restrictions.

(q) **Sex Offender.** No individual that is, or is required by law to become, registered in the State of Michigan Sex Offender Registry, or any other state's Sex Offender Registry, shall occupy a residence located in the Condominium.

(r) **Group Homes and Day Care.** No group home, foster care home or day care facility may be established within any Unit.

7.3 **Compliance with Codes and Ordinances.** In addition to the restrictions contained herein, the use of any Unit and the construction and use of any building or other structure erected within any Unit must also satisfy the requirements of the zoning ordinances of the City in effect at the time of the contemplated construction or use unless a variance for such use is obtained from the Zoning Board of Appeals of the City.

7.4 **Rules of Conduct.** Reasonable rules and regulations concerning the use of Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked any time by the affirmative vote of more than two-thirds (2/3) of all Co-owners in number and in value.

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

7.6 **Reserved Rights of Developer.** None of the restrictions contained in this Article 7 shall apply to the commercial activities or signs, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to

enable development and sale of the entire Condominium Project and any condominiums or projects within one (1) mile from the perimeter of Condominium Premises, which the Developer may continue to do during the entire Development and Sales Period and after the conclusion of the Development and Sales Period, for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development within one (1) mile from the perimeter of Condominium Premises. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity, it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Condominium Project, or other Developer activity within Condominium Premises or the area within said one (1) mile perimeter.

7.7 **Assignment and Succession.** Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate instrument in writing, signed by the Developer and recorded in the public records of Allegan County, Michigan. On such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

7.8 **Variations.** The Association may, on showing of practical difficulty or other good cause, grant variances from the restrictions and requirements of this Article 7, but only to the extent and in such a manner as not to violate the spirit and intent of such restrictions and requirements.

## **ARTICLE 8 MORTGAGES**

8.1 **Notice to Association.** Any Co-owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, repay any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

8.2 **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

8.3 **Notification of Meetings.** On request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the Association and to designate a representative to attend such meeting.

## **ARTICLE 9 VOTING**

9.1 **Vote.** Except as otherwise provided in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit, owned when voting by number, and one (1) vote, the value of which shall equal the total of the percentage of value allocated to the Unit owned by such Co-owner as set forth in Article 5 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

9.2 **Eligibility to Vote.** Co-owners are entitled to vote at any meeting of the Members of the Association on matters which Members are entitled to vote under the law. However, the Co-owners

rights to vote for the election of persons to serve as Directors on the Board of Directors are subject to the terms of Section 12.2 below. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 9.3 below or by a proxy given by such individual representative. At a meeting of the Members, the Developer shall be entitled to one (1) vote for each Unit which it owns.

9.3 **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. If more than one (1) person owns a Unit, or if the Unit is leased or being sold by land contract, all of the record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to cast the vote for the Unit, and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such certificate shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new certificate in the manner herein provided. All certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit. The Developer shall at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

9.4 **Quorum.** The presence in person or by proxy of twenty-five percent (25%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

9.5 **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association or the Association Management Company at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

9.6 **Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the Members of the Association.

## **ARTICLE 10 MEETINGS**

10.1 **Place of Meeting.** Meetings of the Association shall be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

10.2 **First Annual Meeting.** The First Annual Meeting of Members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created in the Condominium Project have been sold and the purchasers thereof qualified as Members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium Project, whichever first occurs. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

10.3 **Annual Meetings.** Annual meetings of Members of the Association shall be held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article 12 below. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

10.4 **Special Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, on each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, or electronic mail of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 9.3 above shall be deemed notice served. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

10.5 **Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, or electronic mail of a notice to the address shown in the notice required to be filed with the Association shall be deemed notice served.

10.6 **Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

10.7 **Order of Business.** The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business; (h) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (i) election of Directors (at annual meetings or special meetings held for such purpose). Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

10.8 **Action Without Meeting.** Any action which may be taken at a meeting of the Members (except for the election or removal of Directors) may be taken without a meeting by written ballot

of the Members. Ballots shall be solicited in the same manner as provided in Section 10.5 above for the giving of notice of meetings of Members. Such solicitations shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (x) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (y) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

10.9 **Consent of Absentees.** The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

10.10 **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE 11 ADVISORY COMMITTEE**

11.1 **Establishment.** An Advisory Committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third ( $\frac{1}{3}$ ) of the Units that may be created or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium Project, whichever occurs first. The Advisory Committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association. The Advisory Committee shall be selected, established and perpetuated in any manner the Developer deems advisable. The Developer may remove and replace at its discretion at any time any Co-owner of the Advisory Committee who has not been elected thereto by the Co-owners.

11.2 **Termination.** The Advisory Committee shall cease to exist when a majority of the Board of Directors is elected by the non-developer Co-owners.

## **ARTICLE 12 BOARD OF DIRECTORS**

12.1 **Number and Qualification of Directors.** The business and affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall initially be comprised of three (3) members, but may be increased to five (5) members by vote of the Developer prior to conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, or by vote of the Co-owners after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created. All Directors elected by the Members must be Members of the Association or officers, partners, trustees, employees, representatives or agents of Members of the Association or of the Developer. The Developer may elect or appoint any persons to act as Directors, without qualification. Directors shall serve without compensation.

## 12.2 Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be appointed by the Developer and be comprised of three (3) persons. They shall serve until the election or appointment of their successors, or until their death, resignation or removal from office.

(b) **Election of Directors by Non-Developer Co-owners.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) of the Units that may be created, not less than one-third ( $\frac{1}{3}$ ) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium Project or as long as ten percent (10%) of the Units remain that may be created in the Condominium Project. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be.

(c) **Election of Directors 54 Months after First Conveyance.** Regardless of the percentage of Units which have been conveyed, on the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium Project, if title to not less than seventy-five percent (75%) of the Units that may be created have not been conveyed, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 12.2(b) above. Application of this Section 12.2(c) does not require a change in the size of the Board of Directors.

(d) **Determining Number of Directors to be Elected by Co-owners; Term of Office.**

(i) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under Section 12.2(b) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under Section 12.2(c) above results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Section shall not eliminate the right of the Developer to designate one (1) Director as provided in Section 12.2(b) above.

(ii) The Directors elected by the non-developer Co-owners (referred to as "Co-owner Directors") shall serve for a term of three (3) years, or until their death,

resignation or removal or the election and appointment of their successor. Each year, at the annual meeting of the Members, the non-developer Co-owners shall elect persons to serve as Co-owner Directors. The Co-owner Directors shall be elected by a plurality of the votes cast by the non-developer Co-owners.

(iii) The Directors appointed by the Developer shall serve for a term until the election or appointment of their successors, or until their death, resignation or removal from office.

(e) **Units that May be Created.** The phrase “Units that may be created” as used in this Article 12 and elsewhere in the Condominium Documents means the maximum number of Units in all phases of the Condominium Project as stated in the Master Deed.

12.3 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

12.4 **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors powers and duties shall include, but not be limited to, the power and duty:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the Members of the Association and to use the proceeds thereof for the purposes of the Association, it is expressly understood that the Association may from time to time convey portions of the property underlying the General Common Elements which, in the opinion of the Board of Directors, are not necessary or desirable for the Condominium.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after the occurrence of a casualty, and to negotiate on behalf of all Co-owners in connection with any taking of the Condominium, or any portion thereof, by eminent domain.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the Members of the Association.

(h) To make rules and regulations permitted by the Master Deed and these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

12.5 **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 12.3 and 12.4 above, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the Members of the Association. A service contract which exists between the Association and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that a management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least thirty (30) days before expiration of the one (1) year.

12.6 **Vacancies.** Vacancies in the Board of Directors which occur prior to the date on which non-developer Co-owners have the right to elect a Director to the Board, pursuant to Sections 12.2(b) and 12.2(c) above, shall be filled by decision of the Developer. After non-developer Co-owners have the right to elect one (1) or more Directors to the Board, any vacancy in a position held by a Co-owner Director shall be filled by majority vote of the non-developer Co-owners at any regular or special meeting of the non-developer Co-owners at which a majority of the non-developer Co-owners vote in person or by proxy and the person elected shall serve for the remainder of the term of the Director who is being replaced. Any vacancy, in a position held by a Director appointed by the Developer shall be filled through appointment by the Developer.

12.7 **Removal.** A Director appointed by the Developer may be removed at any time, with or without cause, by the Developer. A Co-owner Director, elected by the non-developer Co-owners, may be removed at any time, with or without cause, by majority vote of the Co-owners at any regular or special meeting of the non-developer Co-owners at which a majority of the non-developer Co-owners are present.

12.8 **First Meeting.** The first meeting of the Board of Directors shall be held within ten (10) days of their appointment by the Developer. The Developer shall notify each Director of the place, date and time of the meeting.

12.9 **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or email, at least ten (10) days prior to the date named for such meeting.

12.10 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days' notice to each Director given personally, by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.



12.11 **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12.12 **Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time on twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

12.13 **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the date on which non-developer Co-owners have the right to elect Directors to the Board shall be binding on the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

12.14 **Action Without Meeting.** Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Directors unanimously consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.

### **ARTICLE 13 OFFICERS**

13.1 **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the Members of the Association from time to time as he may in their discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

13.2 **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

13.3 **Removal.** On affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and their successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

13.4 **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

#### ARTICLE 14 SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

#### ARTICLE 15 FINANCE

15.1 **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours.

15.2 **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

15.3 **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only on the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

#### ARTICLE 16 INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in

connection with any proceeding to which he may be a party or in which he may become involved by reason of their being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of their duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based on a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

## **ARTICLE 17 AMENDMENTS**

17.1 **Amendment.** These Bylaws may be amended pursuant to the procedures described in the Master Deed for amending any of the Condominium Documents, including the right of the Developer and the Association to amend, without the consent of the Association, if the amendment does not materially alter or change the rights of a Co-owners or mortgagee.

17.2 **When Effective.** Any amendment to these Bylaws shall become effective on recording of such amendment in the office of the Allegan County Register of Deeds.

17.3 **Binding.** A copy of each amendment to these Bylaws shall be furnished to every Co-owner of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article 18 shall be binding on all persons who have an interest in the Condominium Project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE 18 COMPLIANCE**

The Association and all present or future Co-owners, tenants, future tenants, or any other persons or occupants acquiring an interest in or using the facilities of the Condominium Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, the Articles of Incorporation and any rules and regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry on the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. If the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## **ARTICLE 19 DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## **ARTICLE 20 REMEDIES FOR DEFAULT**

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

20.1 **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

20.2 **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

20.3 **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter on the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

20.4 **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article 21 below.

20.5 **Non-Waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted, by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

20.6 **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

20.7 **Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## **ARTICLE 21 ASSESSMENTS OF FINES**

21.1 **General.** The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

21.2 **Procedures.** On any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Section 9.3 above.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice. The offending Co-owner may, at their option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to a notice of violation constitutes a default.

(d) **Hearing and Decision.** On appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

21.3 **Amounts.** On violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or on the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation:** No fine shall be levied.

(b) **Second Violation.** \$100.00 fine.

(c) **Third and Subsequent Violations:** Fine to be established by the Board.

21.4 **Collection.** The fines levied pursuant to Section 21.3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article 2 and Article 20 above.

21.5 **Developer Exempt From Fines.** The Association shall not be entitled to assess fines against the Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

## **ARTICLE 22 RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which

the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, storm water easements, drainage easements, and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

### **ARTICLE 23 SEVERABILITY**

If any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

### **ARTICLE 24 CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan), and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Bylaws;
- (3) The Articles of Incorporation of the Association; and
- (4) The Rules and Regulations of the Association.

### **ARTICLE 25 NOTICE**

All notices, payments, demands or requests required or permitted to be given by the Developer or the Association pursuant to the Condominium Documents shall be in writing and shall be deemed to have been properly given or served and shall be effective on: (a) personal delivery; (b) on the second (2<sup>nd</sup>) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; (c) when sent by private courier service for same-day delivery; (d) one (1) day after being sent by private courier service for next-day delivery; or (e) on the business day that such notice or other communication is sent by facsimile, electronic mail, or similar electronic device. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address, of which no notice has been given, shall constitute receipt of the notice, demand or request sent.

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