

MEMORANDUM

To: City of the Village of Douglas Planning Commission
Date: April 13, 2023
From: Tricia Anderson, AICP
Andy Moore, AICP
RE: **Forest Gate Duplex Condominium Project (Tabled on 2/9/23)**

This memorandum serves as an update to the previous memorandum written for the February 9, 2023 Planning Commission meeting. All updated information is shown in **red** below:

As you may know, the applicant has modified the plan significantly to propose two-unit attached condominiums, as opposed to the initial proposed 5-unit multi-family townhome buildings, due to several of the multi-family design guidelines that were unable to be met by the applicant.

My initial suggestion to the applicant, when this significant change was proposed, was that the plan should be brought back to the Site Plan Review Committee for review by all City departments (fire, police, engineering, DPW and planning/zoning) prior to being placed on the Planning Commission agenda. In an effort to help move the project along, I opted to forego the SPRC meeting and simply allow the applicant to resubmit. I reviewed the first rendition of the duplex plan dated 12/28/2022 and pointed out areas that must be addressed.

UPDATE: The applicant made revisions to the plan reviewed at the 2/9/23 Planning Commission meeting and attended the Site Plan Review Committee meeting on 3/15/23. Meaningful feedback was provided to the applicant at this meeting and the plans were revised accordingly. The applicant also worked to address the items noted in our previous memorandum (updates below).

This memorandum is intended to provide comments on the revised submittal dated 1/26/2023 and to identify areas where additional information is required or where compliance with applicable ordinances is needed, along with my final thoughts. The following ordinance sections were applied in our review of the revised submittal:

1. Article 8, R-5, Multiple Family District
2. Article 16, General Provisions
3. Article 18, Access Control and Private Roads
4. Article 19, Offstreet Parking and Loading
5. Article 21, Landscaping, Buffering and Fencing
6. Article 24, Site Plan Review

The table below provides our comments on the 4/6/23 plan set. Any areas shown in bold are noted as recommended conditions of a favorable recommendation to the City Council.

Standard	Review Comments on 4/6/23 Plan
8.03.D. <i>The distance between residential buildings shall be a minimum of thirty (30) feet unless waived by the Planning Commission as part of a Planned Unit Development approval</i>	Met
16.24(4)(b)(i) <i>The information required for site plan review by Article 24 of this Ordinance</i>	Met.
16.24(4)(b)(iv) <i>The use and occupancy restrictions and maintenance provisions for all general and limited common elements that will be included in the master deed including a copy of the draft master deed and by-laws</i>	Met.
16.24(4)(b)(v) A storm drainage and a storm water management plan, including all lines, swales, drains, basins, and other facilities and easements granted to the appropriate municipality for installation, repair, and maintenance of all drainage facilities.	Any parties or agencies that easements are granted to must be identified in the plan prior to Council's review of the final condo plan. This is recommended as a condition of favorable recommendation.
16.24(4)(b)(vi) <i>A utility plan showing all water and sewer lines and easements to be granted to the appropriate municipality or public utility for installation, repair and maintenance of all utilities</i>	Met.
16.24(4)(b)(vii) <i>A narrative describing the overall objectives of the proposed condominium project.</i>	Updated Narrative provided. Met.
16.24(7)(a) <i>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)</i>	Met.
16.24(7)(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.	Draft of Master Deed received. Finalized version is required upon approval of final condo plan by Council. This is recommended as a condition of favorable recommendation.
16.24(7)(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	Upon Council's approval of final condo plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval and maintenance for public streets. No construction of road infrastructure is permitted until construction plans are approved by City Engineer.
21.01(2)(a) <i>Location, spacing, size, and root type [bare root (BIR) or balled and burlaped (BB)] and descriptions for each plant type proposed for use within the required landscape area</i>	Met.

21.01(2)(b) A scale of at least: 1" = 20'	Met.
21.01(2)(c) Existing and proposed contours at intervals not to exceed two (2) feet and, where requested by the Zoning Administrator, one-hundred (150) feet beyond the site.	Met.
21.01(2)(g) Identification of existing trees and vegetative cover to be preserved as well as that to be removed.	Met.
21.01(2)(i) Identification of landscape maintenance program including statement that all diseased, damaged, or dead materials shall be replaced in accordance with standards of this Ordinance	Met.
21.01(10)(a)(2) [Screening for Mechanical Equipment, not applicable to single-family residential uses] Equipment at Grade: When located on the ground adjacent to a building, mechanical equipment is to be screened by landscaping, a solid wall or fencing from the view of the street or surrounding properties.	Met.
24.02(2) Proof of property ownership, and whether there are any options on the property, or any liens against it.	Met.
24.02(3) Written statement regarding the proposed project's impact on existing infrastructure (including traffic capacity of streets, schools, and existing utilities) and on the natural environment of the site and adjoining lands. If deemed necessary by the Zoning Administrator or Planning Commission, a phase 1 environmental review may be requested. As appropriate, the Zoning Administrator or Planning Commission may also request a phase 2 environmental review. Also see Section 24.02.21 of this Section	Prein & Newhof review of environmental and traffic studies, comments, and recommendations provided.
24.02(4) Property dimensions and legal description, including angles, lot area, and an arrow pointing north. If the parcel in question is less than one (1) acre in area and is a land division from an existing parcel, then a certificate of survey is required	Met.
24.02(5) Project description, including the total number of structures, units, bedrooms, offices, square feet, total and usable floor area, carports or garages, employees by shift, amount of recreational and open space, type of recreation facilities to be provided, and pertinent information or information otherwise required by this Ordinance.	Met.
24.02(6) Natural features such as woodlots, streams, drains, lakes or ponds, topography (at two-foot intervals) and man-made features such as existing roads and structures, with indication as to which are to be retained and which removed or altered.	Met.
24.02(8) Proposed streets, driveways, parking spaces and sidewalks, with indication of direction of travel, the inside radii of all curves including driveway curb returns, the width of streets, driveways and sidewalks, the total number of parking spaces, and dimensions of a typical individual parking space and associated aisles. This will also include a free and open general public pedestrian access in a form approved by the City Attorney to adjacent property or development unless waived by the Planning Commission as being unpractical or unreasonable due to topographical, natural barrier or similar type of reason.	Met.

<p>24.02(9) A vicinity sketch showing the location of the site in relation to the surrounding street system and other land uses within three hundred (300) feet in every direction of the proposed use including land uses on the opposite side of any public street.</p>	<p>Met.</p>
<p>24.02(11) Proposed location of accessory structures, buildings and uses, including but not limited to all flagpoles, light poles, bulkheads, docks, storage sheds, carports, transformers, air conditioners, trash receptacles, and signs, and the method of screening where applicable.</p>	<p>Met.</p>
<p>24.02(14) Location of exterior drains, dry wells, catch basins, retention and/or detention areas, sumps and other facilities designed to collect, store or transport storm water or wastewater. The point of discharge for all drains and pipes shall also be specified on the site plan.</p>	<p>Met.</p>
<p>24.02(15) The location, type, style and intensity of all proposed site lighting, including building, sign, or any other proposed site lighting.</p>	<p>Met.</p>
<p>24.02(16) A statement from the applicant identifying all other federal, state and local permits required, if any.</p>	<p>Met.</p>
<p>24.02(17) Project completion schedule</p>	<p>Met.</p>
<p>24.02(18) Compliance with the recommendations of the Tri-Community Plan</p>	<p>Met.</p>
<p>The applicant was asked to provide a statement from the Kalamazoo Lake Sewer & Water Authority in September that speaks to the impact on the capacity if existing and future water and sewer utilities.</p>	<p>Met.</p>

Final Thoughts. This application has been in process for quite some time now. Each time a revision is made by the applicant, the plan is reviewed against the same ordinance standards (with the exception of the Design Guidelines for Multiple Family Developments with the most recent submittal). There are a few items that have been discussed since early on in the process that are not being addressed in the most recent submittal:

- In all previous reports written to the Planning Commission and communication directly with the applicant, the topic of the applicant’s responsibility to communicate with representatives from the City regarding the acquisition or easement on property to the south that is owned by the City has been brought up. The plan still shows this access road connecting south to Wiley Rd., which is what the City would prefer, however, without the due diligence to ensure that the City is willing to allow a portion of their property for right of way for the proposed development, the Planning Commission does not have the authority to approve a portion of a development that encroaches on a neighboring parcel.

UPDATE: The applicant has been working with the City Manager and has attended a City Council meeting to present their request. The process to grant an easement or deed a portion of the City’s property to the developer for the purpose of maintaining a 66’

wide right of way on the connector road between the proposed development and Wiley Road is lengthy. We have received word from the City Manager that the City Council is supportive of the request, and that the City Attorney is working through the legal matters related to the process. We would recommend that the completion of this process be a condition of a favorable recommendation to the City Council.

- The Planning Commission expressed a strong desire to see sidewalks or some type of pedestrian path along Ferry. This is absent from the latest plan. Taking advantage of opportunities to connect pedestrian pathways is a goal outlined in the City's Plan. Not placing pedestrian pathways here would be a lost opportunity to see this goal come to fruition. This is also a policy statement found in the Tri-Community Master Plan related to connecting pedestrian pathways.

UPDATE: The plan set dated 4/6/23 provides a pedestrian path along Ferry Street. Boardwalks will need to be constructed over the wetland portions of the subject property. We would recommend that this be a condition recommended by the Planning Commission for the City Council to consider in its review of the final condominium plan.

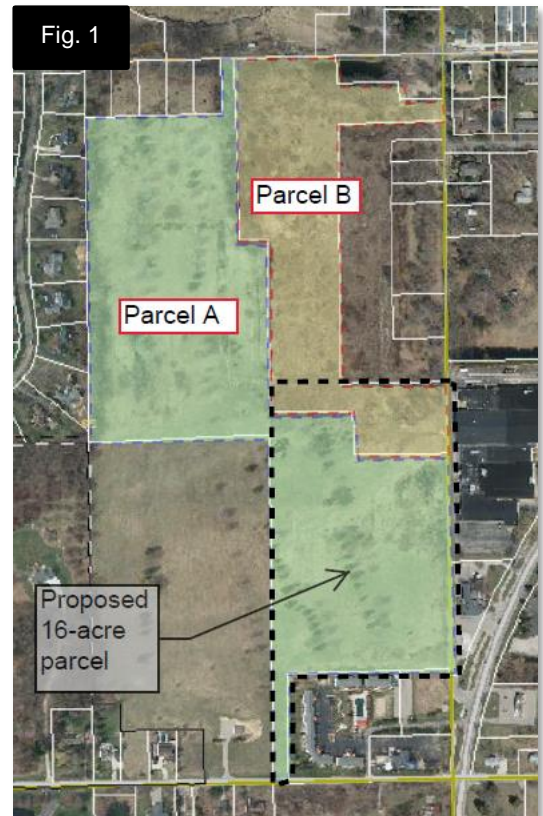
- Sidewalks were shown on the proposed connection road Wiley in the plan dated 12/28/2022, and are not shown on the revised plan dated 1/26/2023.

UPDATE: The plan set dated 4/6/23 provides sidewalks along both sides of the Wiley connector road. These sidewalks are also recommended as a condition recommended by the Planning Commission for the City Council to consider in its review of the final condominium plan.

- Figure 1 shows the proposed 16-acre parcel proposed for the condominium development. The submittal has never contained a drawing like this that would give the Planning Commission a better feel for the proposed boundary change that will be required. The survey and legal descriptions are required as part of site plan approval.

UPDATE: The plan set dated 4/6/23 provides the boundary of the subject site on Sheet V-105.

- The applicant was asked to provide a statement from the Kalamazoo Lake Sewer & Water Authority in September that speaks to the impact on the capacity of existing and future water and sewer utilities.



UPDATE: The City Manager, engineer, and representatives from KLSWA have indicated that there will not be any negative impacts on the capacity for water and sewer utilities as it relates to serving the proposed development and related to other users of these utilities.

- The street layout from the previous design (5-unit townhomes) addressed the request to design one of the driveways onto Ferry Street so that it would allow for suitable access in the event that Ferry Street is realigned for Ferry St./Blue Star Highway intersection improvement and safety. This is not shown on the 1/26/23 plan.

UPDATE: The 4/6/23 plan set provides a template for the driveway/Ferry St. pavement if the Ferry/Blue Star Hwy intersection is removed. This appears to be acceptable to the City Engineer in terms of design for planning for the future of Ferry Street. The City Engineer has asked that the plan indicate a note on the plan that the developer will work with the City to change this layout if Ferry is realigned. While a note has been added to indicate that there is a template for the redesign of the driveway, it should note that the “developer shall work with the City”.



- Several of the items we commented on in the plan dated 12/28/2022 appear to have transferred over to the latest revision and do not appear to be addressed in the plan dated 1/26/2023.

UPDATE: These items have been addressed.

- The project summary data shown below shows an additional 2.07 acres being added to the project. It would appear also that the lot coverage is 25.3% for both projects, though the coverage has changed with the different building footprint types. The revised plan also shows the wetland areas as being less than the amount of wetland areas that were calculated in the 11/23/22 plan. And last, the R.O.W. areas are vastly different from the last plan to the current one, even though the street layout is largely the same.

UPDATE: The lot coverage percentage has been updated to accurately reflect the actual numbers. According to the applicant's engineer, the percentage was a carry over from an earlier version of the plan. It is accurately reflected in the revised plan.

- The wetland area shown above for the 1/26/23 plan is shown as .21 acres. The general notes section of Sheet C-101 indicates that there are approximately .60 acres of wetlands. This discrepancy must be cleared up.

UPDATE: The applicant has indicated that this discrepancy was due to an inaccurate estimation of wetland coverage early on in the development of the engineering plans. After having the wetlands properly delineated, the acreage was reduced to reflect the accurate acreage.

Other Items:

Special Studies. At the 3/9/23 meeting, the Planning Commission voted to direct staff to have an independent consultant review the methodology and results of the special studies submitted by the applicant (Phase I Environmental Assessment, soil gas and arsenic study, and traffic study). The City Manager enlisted Prein & Newhof to review these studies and their comments and recommendations have been included in this packet. The traffic study has not yet been reviewed, however, the applicant has had their traffic consultant update their traffic study to address the time of year that it was conducted, and whether they would recommend any improvements. This update does not make any recommendations for improvements to account for the added users on the existing road network.

You will note in the recommendation made by Prein & Newhof that the City hire an outside environmental consultant to conduct additional tests on the soils to account for things like lead, which was not accounted for in the applicant's studies.

If the Planning Commission is comfortable with offering a favorable recommendation of the preliminary condominium plan to the City Council, we would recommend that additional reports generated by the City's environmental consultant be completed prior to the City Council's review of the final condominium plan.

Master Deed. The City Attorney has been working with the applicant's attorney on the Master Deed. We would recommend that the recordation of the Master Deed which incorporates recommended changes made by the City Attorney be a condition of final condominium approval by the City Council.

Stormwater Maintenance Agreement. The applicant will be working with the Allegan County Drain Office for a review of stormwater management facilities to ensure that the design meets their standards. The homeowner's association OR a 433 agreement with the ACDC must be set up to identify responsibility for the maintenance for stormwater drainage infrastructure. This must be a separate document from the Master Deed. We would recommend that this item be a condition of final condominium approval by the City Council and that no building permits are issued until the agreement is drafted to the satisfaction of the City Attorney and a recorded copy is furnished to the City.

Landscaping in Ferry Street Right of Way. There has been much discussion related to the zoning ordinance's requirement for street frontages to contain tree plantings (Section 21.01(5)(c)), and the fact that roots from these plantings have the potential to negatively impact the utility infrastructure below. In our attempt to find discretion in Article 21 that would allow for the Planning Commission to modify the requirements, we were unsuccessful. However, Section 21.11(5)(c) requires landscaping "along" public rights of way. We could make the interpretation that intent is for trees to line the boundary of private and public rights of way. If the Planning Commission concurs with this interpretation, we would ask that all required plantings for street frontages be placed on private property, so as to reduce the probability of tree roots interfering with the utility infrastructure in the ground below. We would also ask that a revised landscape plan be a condition of the Planning Commission's favorable recommendation to the City Council for the preliminary condominium plan.

Parking. Throughout the review process, the applicant has provided the minimum number of parking spaces as required by the zoning ordinance, as well as the minimum road width. Much discussion has been held regarding where guests would park if the need were to arise. In response to this issue, the applicant has expanded the traveled surface of the road from 24' to 30' to accommodate on-street parking on one side of the street. No parking signs are proposed for the other side of the street. We would recommend that these signs are placed along one side of the roadways as part of the road construction process. This has been added as a recommended condition of favorable recommendation to City Council.

Recommendation. At the April 20th meeting, the Planning Commission should consider the additional information provided by the applicant and the updates included in this report. The applicant has been in the process of seeking approval for this project for close to one year. It should be recognized that a review of a development of this size takes a considerable amount of time in order to ensure that all Zoning Ordinance requirements and many other factors are satisfied, both on the part of the applicant and the reviewers. Based on the revisions contained within plan set dated 4/6/2023 satisfactorily meeting the standards, we would recommend that

the Planning Commission offer a favorable recommendation of the preliminary condominium plan to the City Council, subject to the following conditions:

1. 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.
2. Upon approval of the final condominium plan by the City Council, the applicant shall work with the Allegan County Drain Commission to determine the type of stormwater maintenance agreement that will be appropriate for the proposed development. The agreement must be drafted and reviewed by the appropriate attorney and engineer (depending on the type of agreement), and recorded prior to the issuance of any zoning compliance permits for any of the condominium units.
3. Upon approval of the final condominium plan by the City Council, the applicant shall finalize a Master Deed document and other condominium documents to the satisfaction of the City Attorney prior to recording with the Allegan County Register of Deeds. The recorded copy shall be provided to the City prior to the issuance of any zoning compliance permits for any of the condominium units.
4. The applicant shall address any recommendations made by the City's environmental consultant with regard to contamination issues with the subject site, prior to the City Council's review of the final condominium plan.
5. Upon approval of the final condominium plan by the City Council, the applicant shall secure any and all permits and approvals from EGLE or any other federal, state, or local agency, prior to any site prep, grading, or construction of infrastructure on the site.
6. The applicant shall revise the plan set to make the following changes, prior to City Council's review of the final condominium plan:
 - a. The applicant shall place all tree plantings with Ferry Street frontage on the back of the right-of-way line on private property to minimize the potential for negative impact on underground utilities within the right-of-way.
 - b. The applicant shall provide a note on Sheet C-101 to include "THE DEVELOPER SHALL WORK WITH THE CITY" in the note that addresses the design template for future Ferry St. modifications.
 - c. The applicant shall identify the appropriate agencies or parties to whom all easements are dedicated to.
 - d. The applicant shall provide dimensions for all on-street parking spaces.
7. 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.

8. The applicant shall install “No Parking” signs in accordance with Sheet C-101 during the road construction process, and prior to the issuance of any zoning compliance permits for the condominium units.
9. The applicant shall provide a construction timeline satisfactory to the City Engineer’s recommendations, 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 condominium plan.
10. The applicant shall address any and all items noted in the City Engineer’s review letter dated April 11, 2023.
11. 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.
12. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
13. The applicant shall work with the Planning & Zoning Administrator and Assessor to apply for a boundary change in accordance with Sheet V-105, prior to the City Council’s review of the final condominium plan.

Please reach out with any questions.

April 11, 2023
2221098

Ms. Tricia Anderson
Williams&Works
549 Ottawa Ave., NW Ste. 310
Grand Rapids, MI 49503

RE: Forest Gate Condominium Development (#485 Ferry Street)
Engineering Review Comments – *REVISED SUBMITTAL*

Dear Traci:

On behalf of the City of Douglas, our office has reviewed the *revised* preliminary condominium drawings dated February 28, 2023 and received March 1, 2023 for the above referenced project. Our comments regarding the project are as follows: (A previous review was completed on September 1, 2022, October 24, 2022, November 29, 2022, January 27, 2023, *and March 7, 2023*) Are newest comments are in *olive green*.

I. GENERAL

1. The proposed condominium development sits on a 30-acre parcel located between Center Street and Wiley Road and includes construction of 90 residential units in 45 duplex buildings as well as public water main, public sanitary sewer, storm sewer, and roadways/sidewalks to accommodate those units. Construction is proposed to take place over 2 phases. **Information only.**
2. The survey map included in the drawings seems to be from a previous development plan. This should be revised to show the current project and parcels involved. Survey dimensions need to be provided on the overall plan (C-100) for this development. **Metes and bounds have not been provided for this development. This was provided on V-105.**
3. The proposed development would include entrance drives onto Wiley Road and Ferry Street. Curbs should be set back to 24 feet off centerline at all intersections and have tapers. **Additional dimensions are needed on the C-101 drawing - distance from ROW centerline for back of curb and taper lengths. This was provided on C-101. The back of curb dimension should be revised to 24 feet rather than 26 feet.**
4. The drawings seem to indicate that a 66' ROW would be established with 30' wide public roads with the exception of the proposed access to Wiley Road. This strip of parcel is only about 55' wide. If the City wants to maintain uniform 66' ROWs, the development will need to acquire additional property along this access strip. The stub to the west on the north end does not allow access to the northerly parcels without crossing the City parcel; this should be verified if this is what the City wants. **Per the submittal, this is being reviewed by the City Manager and Council. Changes may be needed pending the decision. The drawings (C-101) shows a 66 foot right-of-way.**

5. The City may desire to review the future goals for the Ferry Street/200 Blue Star Highway property with the developer in order to coordinate the location of the proposed road intersections. Based on our understanding, the south road access onto Ferry Street may need to be removed or significantly revised. **There appears be room to change the alignment to a 90 degree, but not a cul-de-sac. If it is changed in the future, the City should have something that indicates the development will provide the right-of-way needed for the road change. Additional right-of-way is shown on C-101 on Ferry Street. We note that the development sign will be in this right-of-way; we recommend that the sign be moved outside the right-of-way.**
6. It is noted on the drawings that (C-101) that two parking spaces will be provided for each dwelling unit. It is our understanding from the City ordinances that this is to begin 5 feet from the right-of-way line; it does not appear there is sufficient space to provide two parking spaces for each unit. **This appears to be addressed by having 25 feet from ROW to the building.**
7. Proposed HMA pavement cross section is shown on C-501. The leveling course shall be revised to 220 lbs/syd versus 165 lbs/syd for 2 inches. Please show a minimum of 15” sand subbase. **Ok**
8. Pedestrian sidewalk is proposed to run along the streets internal to the development. Proposed concrete pavement cross sections is shown on C-501 – these should be consistent with City standards as noted in the Code of Ordinances section 93.003. We note that 6” thick sidewalks shall be constructed through all driveways. If two driveways are to remain on Ferry Street, we recommend that sidewalk be included between these driveways. **Ok, sidewalk was also added on Ferry Street. We note that boardwalk was added over the wetlands. The details of that boardwalk need to be submitted for loading and width. This should be designed to minimize future maintenance.**
9. It appears that the development plan includes some proposed exterior lighting. All exterior lighting shall be in accordance with City Zoning Ordinances Section 19.05 and 24.03. This is noted on C-101. **No additional comment.**
10. The developer should distribute drawings to the KLSWA and the STFD for their respective reviews and comments. **No additional comment.**
11. The developer will be responsible for all City fees for the project. **No additional comment.**
12. ***The additional parking spaces shown on C-101 should be dimensioned.***

II. SANITARY SEWER

1. The proposed utility plan includes construction of sanitary sewer from Ferry through the development and to Wiley Road. This shall be a 12” diameter sewer. Submittal of information on the invert elevation at Summer Grove pump station will need to be submitted with the final drawings. Also a master plan for serving the balance of the parcel to the north needs to be provided. Once constructed, this main would be owned by the City of Douglas and operated and maintained by the KLSWA. **The submittal indicates no sewer will be built to Wiley Road. The sewer does not show a phase line and this is an issue if the road is being built to Wiley Road; this should be discussed further. Existing sizes should be noted on the drawings. Information still needs to be provided on the invert elevation at the pump station on Summer Grove Drive. The master plan**

information also needs to be provided. Existing sizes of the main on Wiley Road needs to be added.

2. Wastewater from this site would flow north along Ferry Street and would be pumped under the Kalamazoo River via force main. This waste would pass through Lift Stations #6 and #1 before the treatment facility. Per discussions with KLSWA there are no know capacity issues with these pump stations. **No additional comment.**
3. The proposed 90 units would contribute on average approximately 24,300 gallons per day to the sanitary system. Based on the 2021 meter data, Douglas has the available plant capacity. **No additional comment.**
4. Individual lateral connections are not shown on these preliminary drawings. Each unit shall have one sanitary lateral connection to the main; lateral connections directly into manholes will not be allowed. **These are shown on C-103.**

III. WATER MAIN

1. The proposed utility plan includes construction of water main throughout the development looped back to Ferry Street and Wiley Street. The water main on Wiley Street needs to be shown on the drawings. Once constructed, this main would be owned by the City of Douglas and operated and maintained by the KLSWA. **The newest plan shows ending water main at the southwest portion of the development. The water main needs to be looped to Wiley Street. Existing sizes should be noted on the drawings. *The size of the existing water main in Wiley Street needs to be shown.***
2. Individual water service connections are not shown on these preliminary drawings. Each unit shall have one water service connection to the main. The meters and accounts per each unit should be coordinated with the KLSWA. **These are shown on C-103.**
3. Per the water main record drawings, an abandoned 6" and 4" water likely exists along the west side of Ferry Street. This is not noted clearly on the drawings and may be an impediment to any utility work. **No additional comment.**

IV. DRAINAGE & GRADING – *this will be reviewed by ACDC. We note that rear yard easements may be required. There is a low area on the west property line that may need to be addressed.*

1. The City of Douglas uses the Allegan County Drain Commission standards for new development review & construction. Proposed site drainage measures and calculations shall meet the ACDC standards as well as the additional City of Douglas zoning requirements. **We are not aware that this was sent to ACDC for review to verify the design meets their standards.**
2. This site is largely not within an ACDC drainage district (a small section lies within the Jager-Crane Drain district). Existing surface water onsite generally flows north and east and crosses Ferry Street in a culvert to the east. **No additional comments.**
3. The proposed drainage plan includes storm sewer and catch basins along the roads, some rear yard catch basins, and grading for a retention basin offsite of the property. Easements will need to be granted for the pond and connection stormwater collection system.

Ms. Tricia Anderson

April 11, 2023

Page 4

- Proposed concrete curb and gutter along the road edges collect road runoff water to the catch basins. **No additional comment.**
4. The developer should provide soil borings with infiltration tests to verify if the existing soils can dissipate the expected volumes. **This will be needed to for storm water review.**
 5. An overflow route should be incorporated into the basin design to provide for flood planning. **This will need to be reviewed at time of storm water review.**
 6. A homeowner's association or a 433 Agreement with the ACDC should be set up to be responsible for the maintenance and liability of the drainage infrastructure. **This will be addressed in the storm water review.**
 7. The developer's drawings indicate that wetlands are present onsite. EGLE permits will be required for wetland impacts – it will be the developer's responsibility to secure all necessary environmental permitting. **No additional comment..**

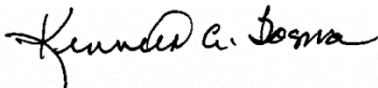
Additional Comments:

1. We recommend the City review its requirements for trees in the right-of-way. There will be many trees planted over the new water main that will be an issue for maintaining the water main and likely other utilities. **No additional comment.**
2. The issue with the contamination plume from the former Haworth site needs to be adequately addressed, if not completed. **No additional comment.**

If you have any questions or comments regarding the above, please feel free to call me.

Sincerely,

Prein&Newhof



Kenneth A Bosma, P.E.

KAB/kab

cc: Ms. Jenny Pearson, City of Douglas
Mr. Daryl VanDyk, KLSWA
Mr. Jim Giese, Driesenga & Associates

March 16, 2023
2221098

Ms. Jennifer Pearson
City of Douglas
86 W. Center Street
Douglas, MI 49406

RE: Forest Gate Condominium Development (#485 Ferry Street)
Review Comments for
Phase 1 Environmental Site Assessment, and
Soil Gas and Arsenic Sampling and Analysis

Dear Ms. Pearson:

On behalf of the City of Douglas, Prein&Newhof has reviewed the Phase 1 Environmental Site Assessment (ESA) prepared by Driesenga & Associates, Inc. dated July 7, 2022 on the Ferry Street Parcels 440, 462, 464, 466, 468, 485, 502 and 504 Ferry Street, Douglas, Michigan (herein after, the "Property") for the above referenced project. The Phase 1 ESA reviewed ended at pdf Page 80 and excluded Appendix H and Appendix I. Additionally, Lakeshore Environmental, Inc. collected completed soil gas and arsenic sampling and analysis from the site as presented in a letter report dated November 21, 2022. We have reviewed both documents and our comments are as follows:

I. Phase 1 ESA

The Phase 1 ESA identified three *recognized environmental conditions* (RECs), as follows with PN comments provide immediately below:

1. REC in Phase 1 ESA - A former orchard located on the northeastern portion of the property may have contributed contaminants into the soils during its operation around the 1950's.

PN Comment: We agree with the REC regarding the former orchard on the Property. The environmental concern with former orchards and/or vineyards is that the farmer may have used a pesticide spray known as "lead arsenate" that used arsenic and lead as the active ingredients in the pesticide. The topsoil is generally tested for arsenic and lead to determine if there are any environmental liabilities.

2. REC in Phase 1 ESA - Douglas Haworth/Former Chase Manufacturing Plant and Kalico Kitchen Ltd, located upgradient from the Property with known groundwater contamination have the potential for contamination to flow beneath the property.

PN Comment: This REC concerns the potential contamination from an upgradient source with respect to the Property. There is an exemption under Part 201 for environmental contamination that migrates beneath a property from an offsite source; however, the future users and occupants at the Property need to be protected from unacceptable exposures from the offsite contamination. Therefore, additional soil gas or groundwater

testing depending on the use of the groundwater may be needed for the future use of the Property.

3. REC in Phase 1 ESA - Numerous soil piles, wood/timber, metal, building debris are located within the Property from an unknown source. This solid waste dumping may have contributed to contaminants at the Property.

PN Comment: We agree with this REC. Regarding soil piles containing waste materials, these are tested and then removed to a landfill if they are found to contain contaminants at levels above Part 201 GRCC.

II. Soil Gas and Arsenic Sampling and Analysis, 485 Ferry Street, Douglas, MI

This letter report was prepared by Lakeshore Environmental, Inc., November 21, 2022, and only included the text, Table 1 and Table 2. The Figures and appendices were not provided. Based on review of the letter and tables, we have these comments:

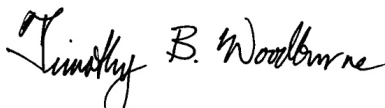
1. In the “Background” paragraph, second sentence from the end, it is unclear if the elevated levels previously reported in surficial soils were VOCs or arsenic. Last sentence, the historic soil balancing at the site is not documented and it does not state how this may have impacted the sampling plan.
2. The report uses generic VIAP criteria for the soil gas testing results. An explanation stating why these criteria are valid for the site should be provided. A conceptual site model to explain the proposed floor slab elevations compared to the groundwater elevations would support the use of the generic VIAP and it would help explain reasons why Part 201 site-specific volatilization to indoor air criteria (SSVIAC) are not needed. The reasoning for selecting the sampling locations and sample number should be explained – were the samples placed in the vicinity of the proposed residences, for example.
3. Arsenic sampling should state the sample depths and the soil type. It should be stated what type of soil and depths the arsenic would be expected to explain the reason for the sampling depth. It would appear that the topsoil would be targeted for the sample. State how it was decided that 12 soil samples would be collected to evaluate the site. This investigation only tested arsenic when lead arsenate pesticide was applied. The report should state why lead was not included in the testing.
4. The laboratory analytical results section states that the soil gas samples were compared to residential and nonresidential criteria. If the plan is to redevelop the site with residential homes, it would seem that nonresidential criteria are not applicable.
5. Table 1 shows units for VIAP soil vapor in “ $\mu\text{g/L}$ ”, which are commonly used for groundwater sample results, but not common for soil vapor results. The residential VIAP criteria should be checked and verified. For example, the residential VIAP criteria in Table 1 for acetone is listed as 260,000 $\mu\text{g/L}$; however, the VIAP published by EGLE for acetone is 1,000,000 $\mu\text{g/m}^3$. We did not verify all compounds, but chloromethane VIAP does not match the VIAP criteria published by EGLE. The table provides no explanation for “NA” or “ND”, although we understand that ND likely means none detected. If “ND” means none detected by the laboratory, then we recommend replacing each “ND” with

- the laboratory detection levels on the Table to allow comparison to the residential VIAP to show if they are below VIAP.
6. Table 2 does not show the units for the criteria or the laboratory analytical results, so we recommend that the units be included. The sample depth below ground surface is not shown. Under “Notes”, none exceed GRCC, so the Shaded comment can be removed. It should be explained under “Notes” that Background, as defined in R 299.5701(b), may be substituted if higher than the calculated cleanup criterion, and that this was conducted for the groundwater protection criteria. Without this explanation, it would appear that 5,200 from AS-5 exceeds the listed groundwater protection criteria of 4,600. The GSI comment does not apply to this table.
 7. There was no discussion about the soil piles identified as a REC in the Phase 1 ESA.

If you have any questions, please call.

Sincerely,

Prein&Newhof



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

March 21, 2023
2221098

Ms. Jennifer Pearson
City of Douglas
86 W. Center Street
Douglas, MI 49406

RE: Forest Gate Condominium Development (#485 Ferry Street)
Recommendations Regarding Phase 1 Environmental Site Assessment, and
Soil Gas and Arsenic Sampling and Analysis

Dear Ms. Pearson:

On behalf of the City of Douglas, Prein&Newhof provided review comments in our letter dated March 16, 2023 for the Phase 1 Environmental Site Assessment (ESA) prepared July 7, 2022 by Driesenga & Associates, Inc., and the letter report dated November 21, 2022 by Lakeshore Environmental, Inc. on soil gas and arsenic sampling and analysis. We were then requested for recommendations based on our review comments, which are provided below.

Recommendations

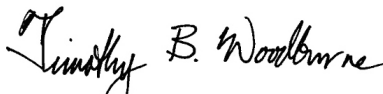
Based on our review comments on March 16, 2023, we recommend that the City of Douglas retain an environmental consultant to perform the following tasks:

1. Determine if the residential Volatilization to Indoor Air Pathway (VIAP) screening levels apply to this site. Review and provide results for Appendix C.1 and C.7 - Checklist for Determining if the Volatilization to Indoor Air Pathway Screening Levels Apply in the DEQ Guidance Document for The Vapor Intrusion Pathway, May 2013, as updated.
2. If residential VIAP screening levels do not apply, then request site specific VIAP and determine the protections required for the new buildings.
3. Determine if additional soil testing is required to evaluate for the past use of lead arsenate pesticide. We noted that lead was not included in the analytical results. We recommend incremental sampling methods (ISM) for sites with potential lead arsenate impacts. The site may be divided into decision units (DU's) based on different soil types.
4. Evaluate the REC associated with the soil piles. Determine if soil piles are acceptable to remain on the Property or if they need to be removed.

If you have any questions, please call.

Sincerely,

Prein&Newhof



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

Forest Gate – Douglas, MI

Development narrative

Submission for April 2023 Planning Commission meeting

Forest Gate is a new proposed development near the corner of Ferry Street and Blue Star Highway consisting of for-sale duplex style condominium units. The site benefits from its proximity to Lake Michigan and downtown Douglas as well as zoning which permits two family residential buildings. Per the City of Douglas Master Plan, there is a structural need for more year-round residents. In addition, as of end-March 2023, there were only 2 condos available for sale in Douglas, and zero below the \$500k price point, signaling a need for more new housing. Furthermore, areas surrounding Douglas are experiencing solid economic growth which is outstripping housing supply. The proposed plan helps accomplish the city's goals by providing high quality residential housing and further positioning the city as place where more families can find top tier culture, education, and a strong sense of community. Each of our residential units will offer 3 bedrooms and 2 bathrooms across two stories, along with a 2-car garage. All units will be over 1,700 square feet of living area with garages at over 430 square feet per unit, and feature high quality finishes like quartz countertops, chrome showerheads, and smart thermostats. Each building on the site will contain only two units, which will balance a sense of community along with privacy. The subject site currently has utilities directly in the adjacent streets master planned to accommodate the proposed densities. Traffic can easily be managed through the proposed three direct access points. The landscape plan we envision promotes a peaceful, park-like setting with several varieties of trees including Spruce, Pine, Maple, Cherry, and more. There will also be a wetland habitat and nature area to promote a healthy coexistence with wildlife. We hope this development will be well received by the commission and look forward to creating positive change for the community.

EXHIBIT A

**CONDOMINIUM BYLAWS
FOREST GATE**

**ARTICLE 1
ASSOCIATION OF CO-OWNERS**

1.1 Organization. Forest Gate is a residential condominium project located in the City of the Village of Douglas, Allegan County, Michigan comprising of a total of 90 Units. Upon the recording of the Master Deed, the management, maintenance, operation, and administration of the project shall be vested in an association of Co-owners organized as a nonprofit corporation under the laws of the State of Michigan. The entity created for this purpose is Forest Gate Condominium Association (the “Association”). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, the Association Bylaws, Rules and Regulations of the Association and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

1.3 Purpose of the Bylaws. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered, as required by Act No. 59 of the Public Acts of Michigan of 1978, as amended, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by Act No. 162 of the Public Acts of Michigan of 1982, as amended

**ARTICLE 2
MEMBERSHIP AND VOTING**

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of ownership, shall be a member of the Association, and no other person or entity will be entitled to membership. Neither Association membership, nor the share of a member in the Association’s funds and assets, shall be assigned, pledged or transferred in any manner except as an appurtenance to a Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be void. No Co-owner may resign or be expelled from membership in the Association so long as they continue to be a Co-owner.

2.2 Voting Rights. Except as limited in these Bylaws, each Co-owner (including the Developer) shall be entitled to one vote for each Condominium Unit owned when voting. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

2.3 Evidence of Ownership. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Unit in the Project or such other evidence that satisfies the Board that the person is a Co-owner. No Co-owner, other than the Developer, shall be entitled to vote (except for elections pursuant to Article 4.3) prior to the First Annual Meeting of Members held in accordance with Article 3.2. 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 2.4 below or by a proxy given by such individual.

2.4 Designation of Voting Representative. Each Co-owner, other than the Developer, 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 communication from the Association on behalf of such Co-owner. The notice shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. Such notice shall be signed and dated by the Co-owner. The individual representative designation may be changed by the Co-owner at any time by the filing of a new notice in the manner provided herein. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

2.5 Voting and Proxies. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Bylaws. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association at or before the appointed time of each meeting of members of the Association or voting deadline if no meeting is held. Votes may be cast by mail, fax, delivery or electronically (by any method that creates a record that may be retrieved and retained by the Association and reproduced in paper form such as email), or any other method approved by the Association in advance of the vote.

2.6 Majority. At any meeting of members at which a quorum is present, an affirmative vote of more than fifty (50%) percent in number of the members present in person, proxy or by written vote shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed, or by law.

ARTICLE 3 **MEETINGS AND QUORUM**

3.1 Place of Meetings. Meetings of the Association members shall be held at the

principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in these Condominium Bylaws. Except as otherwise approved by the Board of Directors, only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from such meeting, without any liability to the Association or its Board of Directors.

3.2 Initial Meetings of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-Developer Co-owners of 75 percent of the total number of Units in the project; or (ii) 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.3 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of members of the Association shall be held each succeeding year at such time and place as shall be determined by the Board of Directors. Written notice of each annual meeting shall be given to all Co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article 4 of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by two-third (2/3) of the Co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.5 Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a written notice of the time, place and purposes of each annual or special meeting, not less than 10 nor more than 60 days before the date of the meeting, to each Co-owner of record entitled to vote at the meeting, personally, by mail to the Co-owner's last address as it appears on the books of the Association, or by a verifiable form of electronic transmission to which the Co-owner has consented. If a Co-owner or proxy holder may be present and vote at the meeting by remote communication, the means of remote communication allowed shall be included in the notice. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

3.6 Participation by Remote Communication. If the Board of Directors decides to permit member participation at a meeting of members by remote communication, the Association shall first implement reasonable measures to: (i) verify that each person considered present and permitted to vote by means of remote communication is a member of the Association; (ii) provide each member with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (iii) maintain a record of any remote communication vote or other action taken by the participant(s). Provided all of the conditions in the preceding sentence are met, any or all Owners may participate in and vote at a meeting of the members of the Association by remote communication provided that: (i) the notice of the meeting includes a description of the means of remote communication that will be used; (ii) all persons participating in the meeting may hear each other; (iii) all participants are advised of the means of remote communication in use; and (iv) the names of all participants in the meeting are divulged to all participants. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting

3.7 Quorum. The presence in person or by proxy of Fifty percent (50%) in number and in value 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 herein 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 upon which the vote is cast. Subject to any guidelines and procedures adopted by the Board of Directors, Co-owners and proxy holders not physically present at a meeting may participate in the meeting by means of remote communication and are considered present in person for all relevant purposes, and may vote at the meeting if all of the following conditions are satisfied: (1) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder, (2) the Association implements reasonable measures to provide each Co-owner and proxy holder with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings, and (3) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association.

3.7 Adjournment for Lack of Quorum. If any meeting of owners cannot be held because a quorum is not in attendance, the 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. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

3.8 Order of Business. The order of business at all meetings of members will 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) election of Directors (at annual meeting or special meeting held for such purpose); (g) unfinished business; and (h) new business. The most senior officer of the

Association present at such meeting will chair the meeting of members. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

3.9 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 (with respect to notice) as provided in Article 3.5 hereof. 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 (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) 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. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile.

3.10 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 or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

3.11 Minutes. Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, 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 4

BOARD OF DIRECTORS/ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a Board of Directors (the "Board"), all of whom shall serve without compensation and who must be members of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Article 3.2. If a member is a partnership or corporation, any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director. No more than one person owning or residing in a Unit may run for the Board at any time. All actions of the first Board designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of

Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties that may be exercised by a board as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days' notice at any time thereafter for cause.

4.2 Number of Directors. The First Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor board of Directors is elected at initial meeting of Members of the Association convened at the time required by Article 3.2 of these Bylaws. Thereafter, the Board shall consist an odd number of not less than three (3) nor more than seven (7) members as determined by a vote of the Co-owners prior to the election of Directors, provided however that if a motion is not made and carried to increase or decrease the number of Directors, then the Board shall consist of the same number of persons as previously comprised the full Board.

4.3 Election of Directors. The following provisions shall apply to the election of the Board and Advisory Committee before and after the Transitional Control Date:

(a) Advisory Committee. An advisory committee of 2 or more non-Developer Co-owners shall be established either 120 days after conveyance of legal or equitable title to non-developer co-owners of one-third of the total number of Units in the Project, or one year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The purpose of the Advisory Committee is to facilitate communication between the Developer appointed Board of Directors and the non-Developer Co-owners and to aid in the ultimate transition of control to the Co-owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

(b) Co-owner elected Directors. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25 percent of the Units in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50 percent of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75 percent of the Units in the Project, and before conveyance of 90 percent 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 10 percent of the Units in the Project.

(c) Co-owner Controlled Board. If 75 percent of the Units in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a

non-Developer Co-owner, the non-Developer Co-owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units that are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Article 4.3. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

(d) Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Article 4.3B.

(e) Election of Directors at First Annual Meeting/Term. At the first annual meeting, all members of the board shall stand for election. The term of office for all directors shall be not less than one year nor more than 2 years as determined by a vote of the Co-owners prior to the election of board members. In addition, the Co-owners may, by making and passing a resolution, provide that in lieu of annually electing all Directors, the Directors be divided into two classes, each to be as nearly equal in number as possible, with terms of office such that the terms of the Directors in the first class will expire at the first annual meeting following their election, the terms of the second class will expire at the second annual meeting after their election. At each annual meeting after such a classification of the Board of Directors, a number of Directors equal to the number of the class whose term is expiring shall be elected to hold office until the second succeeding annual meeting. Notwithstanding these provisions, as long as the Developer is entitled to appoint one member of the Board, the Developer appointed board member will fill a one-year term seat.

4.4 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including by way of example, the following:

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

(b) Develop Annual Budget and Collect Assessments. To develop an annual budget and to levy and collect assessments against and from the members of the Association; and to use the proceeds thereof for the purposes of the Association; and to enforce assessments through liens and foreclosure proceedings where appropriate.

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

(d) Occupancy and Use Rules and Regulations. To make reasonable rules and regulations, not inconsistent with these Bylaws, governing the use and enjoyment of the Condominium Project by members, invitees, families and pets, and to enforce such rules and regulations by all legal methods including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

(e) Bank Accounts and Borrow Money. To open bank accounts; and to borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to designate signatories required for such purposes.

(f) Insurance. To obtain and carry insurance on behalf of the Association and/or the Board, and collect and allocate the proceeds thereof.

(g) Real or Personal Property. To own, 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 any easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(h) Deeds, Easements and Licenses. To authorize the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners; and to grant concessions, licenses and easements for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents.

(i) Repair and Rebuild Improvements. To restore, repair or rebuild improvements after casualty, and to negotiate on behalf of all members in connection with any taking of the Condominium, or any portion thereof, by eminent domain.

(j) Assert and Settle Claims. To assert, defend and/or or settle claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association.

(k) Committees. 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, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(l) Additional Duties. To exercise further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium

Documents or the Act.

4.5 Professional Management. The Board of Directors may employ for the Association a professional management agent 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 Section 4 of this Article 4, 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. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written notice thereof to the other party. In the event the Board does employ professional management for the Association, the Board shall notify each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management.

4.6 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so appointed shall be a director until the end of the term of the director who he/she replaced and a successor is elected at such annual meeting of the Association.

4.7 Resignation and Removal of Directors. A Director may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or such subsequent time as may be set forth in the notice of resignation. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by the vote of fifty-one percent (51%) of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. Furthermore, a majority of the Board of Directors may, without a vote of the Co-owners, remove from the Board any director who fails to attend more than three (3) duly scheduled Board meetings, in three (3) different months, in any given calendar year.

4.8 First Meeting of New Board. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board is present at such a meeting.

4.9 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. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, telephone or electronic transmission at least ten (10) days prior to the date of the meeting, unless waived by said director.

4.10 Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, or by mail, telephone or

electronic transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing or orally, 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 that director 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.

4.12 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 from time to time. 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.

4.13 Attendance Via Remote Communication. A member of the Board, or a committee designated by the Board, may participate in a meeting by means of conference telephone or other means of remote communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

4.14 Action Without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone or other means of electronic communication for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

4.15 Opening/Closing of Board of Directors' Meetings to Members. The Board of Directors, in its discretion, or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors or may close a portion or all of any meeting of the Board of Directors to the members of the Association.

4.16 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be expenses of administration.

ARTICLE 5

OFFICERS

5.1 Designation and term. The Board shall elect a president, a secretary and a treasurer, and may also elect a vice president as the needs of the Association may require. Any two offices except that of president and vice president may be held by one person. The directors may also appoint such other officers as the needs of the Association may require. Each officer must be a member of the Board of Directors and shall hold office for the term of one year and until a successor is elected and qualified. No officer shall receive any compensation from the Association for acting as such.

5.2 President. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors, and shall be an ex officio member of any standing committees. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

5.3 Vice President. The vice president, if any, shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president are 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 by the Board of Directors.

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

5.5 Treasurer. Subject at all times to the approval of the Board of Directors, and as not otherwise delegated by the Board to the Association's management_agent, the treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

5.6 Resignation and Removal. An officer may resign at any time and such resignation shall take effect upon receipt of written notice by the Association, or at such subsequent time as may be set forth in the notice of resignation. Any or all of the officers may be removed, with or without cause, by the vote of a majority of the Board of Directors at any regular meeting, or any

special meeting of the Board called for such purpose. No removal action may be taken, however, unless the matter will have been included in the notice of the meeting, and any officer proposed to be removed shall be given an opportunity to be heard at the meeting.

5.7 Vacancies. Vacancies in any office may be filled by the affirmative vote of a majority of the remaining members of the Board at any regular or special meeting. Each person appointed to fill the vacancy shall be a Director and shall remain an officer for the term equal to that remaining of the replaced officer and until his or her successor has been duly elected and qualified.

ARTICLE 6 **FINANCES**

6.1 Books and Records. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books of account shall be independently audited or reviewed at least annually by a certified public accountant; provided however that such review need not be a certified audit. The above notwithstanding, the Association may opt out of the requirement for such annual review on an annual basis by an affirmative vote of its members. The costs of any such audit/review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable business hours.

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

6.3 Banking. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

6.4 Investment of Funds. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

6.5 Maintenance and Repair. The responsibility for maintenance and repair of Units and Common Elements is as follows:

(a) Co-owner Responsibilities. All maintenance of and repair to a Unit (other than maintenance and repair of General Common Elements located within a Unit) and to a Limited Common Element that is the responsibility of the Co-owner of a Unit as set forth in the Master Deed, shall be made by the Co-owner of the Unit. Any Co-owner who desires to make structural modifications to a Unit or Limited Common Element must first obtain the written consent of the Association and shall be responsible for all damages to the Common Elements resulting from such repairs.

(b) Association Responsibilities. All maintenance of, repair to, and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Co-owner, in which case the expense shall be charged to the Co-owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair, or replacement of any of the Common Elements that are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

6.6 Reserve Fund. The Association shall maintain a reserve fund to be used for major repairs and replacement of the Common Elements as provided by section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then-current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

6.7 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

ARTICLE 7

INDEMNIFICATION

7.1 Scope of Indemnification. The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, [MCL 450.2101 et seq.](#), any person, or the person's estate or personal representative, who is made or threatened to be made a party to an action, suit, or proceeding (whether civil, criminal, administrative, or investigative) because the person is or was a director or an officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this section shall apply to Directors and officers who have ceased to render service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. This right of indemnify shall not be exclusive, and the Association may indemnify any person, by agreement or otherwise, on whatever terms and conditions the Board of Directors of the Association approves. Any agreement for the indemnification of any director, officer, employee, or other person may provide indemnification rights that are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

7.2 Authorization of Indemnification. Any indemnification under this Article 7 (unless ordered by a court) shall be made by the Association only when authorized in the specific case on a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because that person has met the applicable standard of conduct set forth in this section and after 10 days' written notice to all Owners of the facts surrounding the request for indemnification. The determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding; (b) if a quorum is not obtainable or, even if obtainable, when a quorum of disinterested Directors directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (c) by the members by a majority vote of a quorum at a meeting of the members.

7.3 Advancing of Expenses. The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described above in Section 1 in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors on receipt of an agreement by or on behalf of the Director, officer, employee, or agent to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association as authorized in this section.

7.4 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, an officer, an employee, or an agent of the Association or who

is or was serving at the request of the Association as a director, an officer, an employee, or an agent of another Association, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any capacity for the Association or arising out of that status, whether or not the Association would have the power to indemnify that person against the liability under the provisions of this section.

7.5 Mergers. For the purposes of this section, references to the Association include all constituent entities absorbed in a consolidation or merger, as well as the resulting or surviving entity, so that any person who is or was a Director, an officer, an employee, or an agent of such a constituent entity or who is or was serving at the request of the constituent entity as a Director, an officer, an employee, or an agent of a corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this section 5 with respect to the resulting or surviving Association as that person would if that person had served the resulting or surviving Association in the same capacity

ARTICLE 8 **ASSESSMENTS**

8.1 Administration Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

8.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial budget. The Board of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Co-owner, although the failure to deliver such a copy to each Co-owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget assessments. Should the Board determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not

exceeding \$5,000 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board to levy additional assessments will rest solely with the Board for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$5,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Article 8.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board) will not be levied without the prior approval of 60 percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

8.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in 12 equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

8.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by the Co-owner and shall furnish copies of each budget containing common charges to all Co-owners.

8.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all

assessments levied upon the Co-owner's Unit during the time that the person is the Co-owner of the Unit, and no Co-owner may become exempt from liability for the Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection, and late charges; advances made by the Association for taxes or other liens to protect its lien; attorney fees; and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under the Co-owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the Unit sold or conveyed shall not be subject to a lien for any unpaid assessments in excess of, the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least five days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

(c) Self-help. The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation of the Condominium Documents, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents, upon seven days' written notice to such Co-owner of the Association's intent to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues;

provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from the Co-owner's unit.

(d) Application of payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

8.6 Financial Responsibility of the Developer. The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period.

(a) Pre-turnover expenses. Prior to the initial meeting of Co-owners, it will be the Developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association that was incurred prior to the date of the initial meeting.

(b) Post-turnover expenses. After the initial meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer that have not been conveyed or leased. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied against other Units in the Project and for all special assessments levied by the Association. Notwithstanding the foregoing, the Developer shall be responsible to maintain, at its expense, any units and their appurtenant Limited Common Elements, for any units owned by it.

(c) Exempted transactions. At no time will the Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

8.7 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project, or its successors and assigns, which comes into possession of the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity, 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, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

8.8 Working Capital Deposit. At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association an amount equal to two (2) months of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars (\$100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

ARTICLE 9

TAXES, INSURANCE, AND REPAIR

9.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the property of the Project except for the calendar year in which the Project was established. Taxes and assessments that become a lien against the property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Co-owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

9.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Co-owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. The Association may purchase and carry such other insurance coverage as the Board of Directors, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Co-owners. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

- (a) Co-owner responsibilities. Each Co-owner will be responsible for obtaining

insurance (generally Form HO-6) coverage for the Co-owner's personal property and improvements located within the Co-owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Co-owner's Unit. All insurance carried by the Association or any Co-owner shall contain provisions waiving the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) Common element insurance. The Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board.

(c) Fidelity insurance. The Association shall fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling funds of the Association.

(d) Power of attorney. The Board is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer, and the Association for all damages, costs, and judgments, including reasonable attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(f) Premium expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

9.3 Reconstruction and Repair. The following provisions will control if any part of the Condominium property is damaged or destroyed:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt promptly unless 80 percent or more of the Co-owners and the institutional holders of mortgages on any Unit in the project agree to the contrary. Provided, that if the affected General Common Element is the common roadway providing the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Co-

owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of the applicable Unit or Units alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Co-owner shall be responsible for the cost of any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Association.

(d) Procedure and timing. Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessments shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair.

(e) Withdrawal from the Condominium. If a decision to reconstruct is not made in the manner provided by subparagraphs (a) and (b) of Article 9.3, provision for the withdrawal of the damaged property from the project and the provisions of the Act may be made by the affirmative vote of not fewer than 80 percent of the co-owners voting at a meeting called for the specific purpose. The meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units not withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board.

(f) Allocation of proceeds. In the event of the withdrawal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn Units and/or Common Elements on the basis of the

square footage withdrawn or such other equitable basis as the Board may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn Units or portions of Units shall be applied in payment to the Co-owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions of them; (2) any insurance proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Co-owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (3) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Co-owners in proportion to their relative percentages of ownership in the Common Elements. Upon the withdrawal of any Unit or portion of a Unit, the Co-owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

9.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) Units. In the event of the taking of all or any portion of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee of the Unit, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 80 percent or more of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as the Co-owners deem appropriate.

(c) Amendment to Master Deed. In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly. If any Unit shall have been taken, Article 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board without the necessity of execution or specific approval by any Co-owner.

(d) Notice to mortgagees. In the event any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the

Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent provisions. To the extent not inconsistent with the provisions of this Article, section 133 of the Act ("Contractable Projects") shall control upon any taking by eminent domain.

ARTICLE 10

USE AND OCCUPANCY RESTRICTIONS

10.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, that do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, are expressly declared to be incidental to primary residential use. Also, professional and quasi-professional co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. It shall be the responsibility of any Co-owner wishing to conduct a home occupation to obtain a registration from the City of the Village of Douglas. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted in any Unit.

10.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium 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; provided, that any parking areas, storage facilities, or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. 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 or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements. Residents shall not speed on any of the roads within the Project, and shall maintain a proper speed at all times and in accordance with any posted speed limits and/or rules and regulations adopted by the Board of Directors.

10.3 Alterations to a Condominium Unit or Common Element.

(a) Co-owner Alterations. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in the appearance or use of any of the Common Elements, limited or general, without the express written approval of the Board of Directors, including but not limited to, exterior painting, replacement of windows, installation of egress windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes,

spas, hot tubs, decks, landscaping, invisible pet fences or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. The Association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Project. Any Co-owner may make alterations, additions, or improvements within the Co-owner's Unit without the prior approval of the Board, but the Co-owner shall be responsible for any damage to other Units, the Common Elements, or the property resulting from such alterations, additions, or improvements. All costs for the maintenance, repair and replacement of any Co-owner alteration or modification shall be the complete responsibility of the Co-owner.

(b) Modification or Improvement to Accommodate the Disabled. Notwithstanding the previous subparagraph A, a Co-owner may make improvements or modifications to the Co-owner's Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium Unit, at the Co-owner's expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit, subject to the following:

(1) The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project, nor unreasonably prevent passage by other residents of the Condominium Project upon the Common Elements.

(2) The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification shall comply with all applicable state and local building requirements and health and safety laws and ordinances and shall be made **as closely as possible** in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(3) Before an improvement or modification allowed by this subsection is made the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this subsection, the Association shall not deny the same without good cause. A denial shall be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this subsection shall be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period shall entitle the Co-owner to undertake the alteration without the approval of the Association.

(4) Any Co-owner making an alteration pursuant to this subsection shall maintain liability insurance and provide the Association with proof thereof prior to undertaking the alteration or

modification, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, and naming the Association as an additional insured, but the Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior alteration, and the Co-owner shall not be required to maintain liability insurance with respect to any Common Element.

(5) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section shall be in accordance with the provisions of Section 47(a) of the Michigan Condominium Act.

(6) A Co-owner having made an improvement or modification allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease his or her Condominium Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the improvement or modification and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense, however, the Association may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residing in the Unit within 12 months or a Co-owner conveys or leases the Condominium Unit to a person with disabilities who needs the same type of improvement or modification, or who has a person residing with him or her who requires the same type of improvement or modification. As used in this Section, "person with disabilities" means that term as defined in Section 2 of the state construction code act of 1972 – MCL 125.1502.

10.4 Specific Restrictions. Without limiting the generality of the preceding provisions in this Article, the use of the Project and all Common Elements by any Co-owner shall be subject to the following restrictions:

(a) Household Composition. No rule shall interfere with the freedom of occupants to determine the composition of their households, except that the Association shall have the power to adopt rules limiting the use of Units to single family residential use and to limit the total number of occupants permitted in each Unit on the basis of size and facilities and its fair share use of the Common Elements including parking.

(b) Use of Common Elements. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages or other areas designated therefor by the Association, and except for such short periods of time established by the Board of Directors as necessary to permit periodic collection of trash, shall not be permitted to remain elsewhere on the Common Elements at any time. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal

property may be left unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium.

(c) Nuisances. No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Project by the Co-owners. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

(d) Prohibited uses. No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in the Co-owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements, or that will be in violation of any law.

(e) Signs. No signs (including "For Sale" and "For Rent" signs), advertising devices, pennants or flags (other than a US flag no larger than 3' x 5'), that are visible from the exterior of a Unit or from the common elements shall be displayed from any Unit, without written permission from the Association or as otherwise permitted by the rules and regulations adopted by the Board of Directors.

(f) Personal property. No Co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a Unit or inside the Unit in a way that is visible from the outside of the Unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any Co-owner paint or decorate the outside of a Unit or install any radio or television antenna, window air-conditioning unit, snap-in window divider, awning, or other equipment, fixtures, or items without written permission from the Association. Exceptions to this subsection may be made by the Association for temporary holiday decorations, bird feeders, landscape accents and the like. These restrictions shall not be construed to prohibit a Co-owner from placing and maintaining an outdoor grill, outdoor furniture and accouterments, and decorative foliage of a customary type and appearance on a deck, patio, or stoop that is a limited common element appurtenant to a Unit. However, storage of furniture or other personal property on any open deck, patio or stoop is subject to rules and regulations as may be adopted by the Board of Directors.

(g) Firearms and weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Co-owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks or other dangerous weapons, projectiles, or devices

anywhere on or about the Project.

(h) Pets and animals. Except for 1 dog and 1 cat, no animals of any kind may be kept or maintained in any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Renters and guests will not be permitted to have pets at any time without express written approval of the Board of Directors. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements or within any Unit (except the Unit owned by the owner of such animal), and the owner of each pet shall be responsible for immediately collecting and properly disposing of wastes and litter of their pet.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. After a hearing in which the owner of the animal in question is permitted to participate, the Association may, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium that it determines to be in violation of the restrictions imposed by this Article. Any person who causes or permits any animal to be brought to or kept on the Condominium property shall indemnify and hold the Association harmless from any loss, damage, or liability that the Association may sustain as a result of the presence of such animal on the Condominium property.

(i) Vehicles and Parking. No recreational vehicle, motor home, boat or trailer shall be stored in any garage if such storage would prevent full closure of the door to the garage, without the written approval of the Association. No snowmobile, dirt bike, go-cart, all-terrain vehicle or other motorized recreational vehicle shall be operated within the Project without written permission from the Association. No maintenance or repair shall be performed on any boat or vehicle of any type except within a garage or Unit. Vehicles kept outside the garage shall be parked only on the Limited Common Element driveway appurtenant to a Unit. No inoperable or unlicensed vehicles of any type may be brought or stored upon the Condominium Property either temporarily or permanently, unless parked in the garage with the door closed. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. Both for security reasons and to present an attractive appearance to the Project, all garage doors are to be closed overnight and shall not otherwise remain open for prolonged periods. No vehicles shall be parked on sidewalks or lawn areas.

(j) Accessory Structures and Objects. No tent, trampoline, portable pool, shack, shed, garage accessory building, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Board of Directors

and the City of the Village of Douglas.

(k) Satellite Dishes and Other Antennas. No device or equipment used for the receipt of video programming services, including direct broadcast satellite, television broadcast and multipoint distribution service (collectively, "Satellite Dish") larger than one meter in diameter in size may be installed within the Project without prior written consent of the Association. Satellite dishes one meter and smaller in diameter may be installed in the Project as permitted by duly adopted rules and regulations of the Association. The rules and regulations adopted pursuant to this subparagraph shall not be inconsistent with any then valid and existing rule of the Federal Communications Commission or its successor.

(l) Utility Access. No Co-owner shall in any way restrict access to any utility line or other Common Element or easement that must be accessible to service the Common Elements or to any Unit in any manner which affects the Association's responsibility in any way without the prior written consent of the Board of Directors.

(m) Garage Sales. No garage sales, estate sales, rummage sales or similar activities may be conducted on the Condominium Premises without the prior written consent of the Board of Directors.

(n) Landscaping. Each Co-owner may plant annual or perennial flowers (but no other plants or vegetation) in the General Common Element planting bed immediately adjacent to the Co-owner's Unit subject to limitations and restrictions as may be promulgated by the Board of Directors. Other than this limited right to plant annual and perennial flowers only, no Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the Common Elements unless approved in writing by the Board or permitted by the rules and regulations adopted by the Board.

(o) Arbitration and Hearing. In the absence of an election to arbitrate pursuant to Article 14 of these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium

10.5 Zoning Compliance. In addition to the restrictions contained in this Article, the use of any Unit must satisfy the requirements of the zoning ordinances of the City of the Village of Douglas in effect at the time of the contemplated use, unless a variance for such use is obtained from the municipality. The use of any Unit must also satisfy the terms and conditions of the City of the Village of Douglas Site Plan Approval and Final Condominium Approval, as approved by the City Council, and as reflected on Exhibit __ (plans last revision dated _____).

10.6 Rules and Regulations. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished

by the Board to each Co-owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of a majority of all Co-owners entitled to vote.

10.7 Association Access to Units and/or Limited Commons Elements. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. In all such cases of access by the Association or its agents, due care shall be exercised to avoid or minimize damage to the extent reasonably possible. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

10.8 Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 8 hereof. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including reasonable attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 8 hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

10.9 Costs of Enforcing Documents. Any and all costs, damages, fines, expenses and/or actual attorneys fees incurred or levied by the Association in enforcing any of the restrictions set forth in this Article 10, Article 12 and/or rules and regulations promulgated by the Board of

Directors of the Association, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to, secured by the statutory lien on the Unit, and collected from the responsible Co-owner or Co-owners in the manner provided in Article 8 hereof. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations, and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

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

10.11 Remedies on Breach. In addition to the remedies granted elsewhere in these Bylaws, the Association, acting through its duly designated Board of Directors, shall have the right to levy and assess monetary fines for violation of any provision of the Condominium Documents. Any such fines levied against a Co-owner shall be due the first of the next following month and failure to pay will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article 8 of these Bylaws. The Association shall also have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article, 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 section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

10.12 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period. The Developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and such access to, from, and over the Condominium property as may be reasonable to enable development and sale of the entire Project.

10.13 Assignment and Succession. Any 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 document in writing, signed by the Developer and recorded in the public records of the county in which the

Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

ARTICLE 11 **MORTGAGES**

11.1 Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Article as a "mortgagee"), and the Association will maintain such information. The information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagee concerning actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

11.2 Insurance. The Association shall notify each mortgagee of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

11.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, a mortgagee has the following rights:

(a) Inspection and notice. Upon written request to the Association, a mortgagee will be entitled to: (1) inspect the books and records relating to the Project upon reasonable notice; (2) receive a copy of the annual financial statement that is distributed to Co-owners; (3) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (4) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) Exemption from restrictions. A mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed in lieu of foreclosure, shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

(c) Past-due assessments. A mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time the mortgagee comes into possession, except for assessments having priority as liens against the Unit or claims for a pro rata share of such assessments or charges resulting from a reallocation of such assessments charged to all Units including the mortgaged Unit.

11.4 Additional Notification. When notice is to be given to a mortgagee, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the

Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board has notice of such participation.

ARTICLE 12

LEASES

12.1 Notice of Lease. A Co-owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Co-owner, other than the Developer, shall lease a Unit for a period of less than 90 days without the prior written consent of the Association.

12.2 Terms of Lease. Non Co-owner occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance.

12.3 Remedies of Association. If the Association determines that any non Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice. The Association shall notify the Co-owner of the Unit by certified mail advising of the alleged violation by the non Co-owner occupant.

(b) Investigation. The Co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non Co-owner occupant or to advise the Association that a violation has not occurred.

(c) Legal action. If, after 15 days, the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against both the Co-owner and the non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Article may be by summary proceeding. The Association may hold both the non Co-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or non Co-owner occupant in connection with the Unit or the Project.

12.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the non Co-owner occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage, and future assessments as they fall due, and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non Co-owner occupant.

ARTICLE 13
TRANSFER OF UNITS

12.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Co-owner's Unit, or any interest in the Unit. The Association may levy a transfer fee against a new Co-owner and the transferred Unit in an amount not to exceed two times the then current monthly assessment plus the reasonable administrative costs of transferring ownership on the records of the Association.

12.2 Notice to Association. Whenever a Co-owner shall sell, give, devise, or otherwise transfer the Co-owner's Unit, or any interest in the Unit, the Co-owner shall give written notice to the Association at least 10 days prior to consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest to be transferred.

ARTICLE 14
ARBITRATION

13.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents, and any disputes, claims, or grievances arising among or between Co-owners or between Co-owners and the Association may, upon the election and written consent of the parties to the dispute, claim, or grievance, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The commercial arbitration rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitration's.

13.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's option. At the exclusive option of a purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, Unit, or the Project.

(b) Association's option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000 or less.

13.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the

dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE 14

OTHER PROVISIONS

14.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

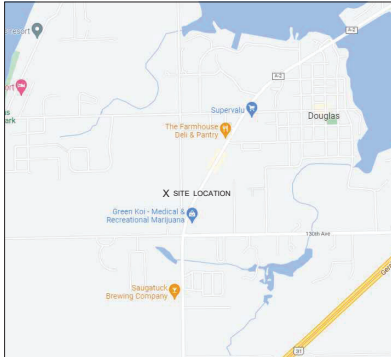
14.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid or when delivered in person.

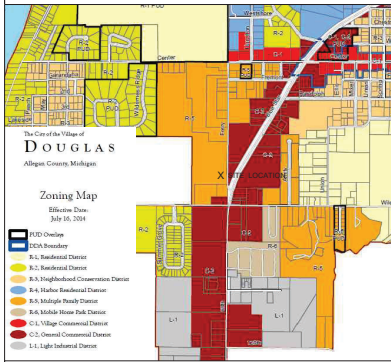
14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed in the Master Deed.

14.5 Conflicting Provisions. In the event of a conflict between 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 a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

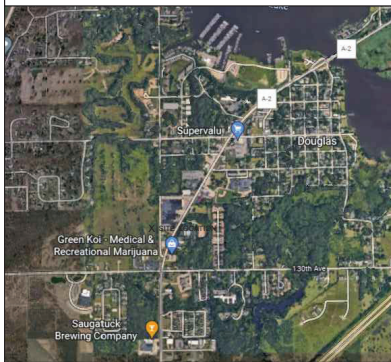
1. the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
2. these Condominium Bylaws;
3. the Articles of Incorporation of the Association;
4. the rules and regulations of the Association; and
5. the Disclosure Statement.



LOCATION MAP - NO SCALE



ZONING MAP - NO SCALE



AERIAL - NO SCALE



Know what's below.
Call before you dig.

ARGENT MANAGEMENT GROUP, INC FOREST GATE CONDOMINIUMS

485 FERRY ST.
SECTION 17, T03N, R16W
DOUGLAS, MICHIGAN 49406

SHEET INDEX

G-001	TITLE SHEET
V-100	TOPOGRAPHIC /BOUNDARY SURVEY
V-101	TOPOGRAPHIC /BOUNDARY SURVEY
V-102	TOPOGRAPHIC /BOUNDARY SURVEY
V-103	TOPOGRAPHIC /BOUNDARY SURVEY
V-104	TOPOGRAPHIC /BOUNDARY SURVEY
V-105	TENTATIVE PARCEL MAP
C-100	OVERVIEW/ PHASING PLAN
C-101	SITE PLAN
C-102	UTILITY PLAN
C-103	GRADING & STORMWATER PLAN
C-104	GRADING & STORMWATER PLAN
C-105	SOIL EROSION SEDIMENT CONTROL PLAN
C-106	SOIL EROSION SEDIMENT CONTROL PLAN
C-501	DETAILS
C-502	DETAILS
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	LANDSCAPE PLAN

SITE ADDRESS
FOREST GATE CONDOMINIUMS 485 FERRY ST. DOUGLAS, MI 49406
OWNER
ARGENT MANAGEMENT GROUP, INC PO BOX 571 DOUGLAS, MI 49406 (650) 400-7675 DAVID BARKER dj@888@comcast.net
CIVIL ENGINEER
DRIESENGA & ASSOCIATES, INC. 12330 JAMES STREET, SUITE 180 HOLLAND, MICHIGAN 49424 (616) 396-0255 JOHN M. TENPAS, P.E. john@drieseнга.com



DRIESENGA & ASSOCIATES, INC.

**Engineering
Surveying
Testing**

Holland, MI
616-396-0255
Grand Rapids, MI
616-249-3900
Kalamazoo, MI
269-544-1455
Lansing, MI
517-489-6210
Ypsilanti, MI
734-368-8483

FOREST GATE CONDOMINIUMS
485 FERRY ST.
SECTION 17, T03N, R16W, CITY OF DOUGLAS, ALLEGAN CO.
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:	
1	PRELIMINARY REVIEW 05-08-2022
2	PRELIMINARY REVIEW 06-09-2022
3	PRELIMINARY REVIEW 08-20-2022
4	CITY REVIEW 07-16-2022
5	CITY REVIEW 07-27-2022
6	CITY REVIEW 08-18-2022
7	CITY REVIEW 08-24-2022
8	CITY REVIEW 08-29-2022
9	CITY REVIEW 09-23-2022
10	CITY REVIEW 02-28-2023
11	CITY REVIEW 01-26-2023
12	CITY REVIEW 02-28-2023
13	CITY REVIEW 04-26-2023

Project Manager:
JOHN TENPAS
Project #
2210328.1A
Sheet Title:

TITLE SHEET

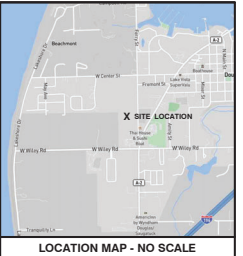
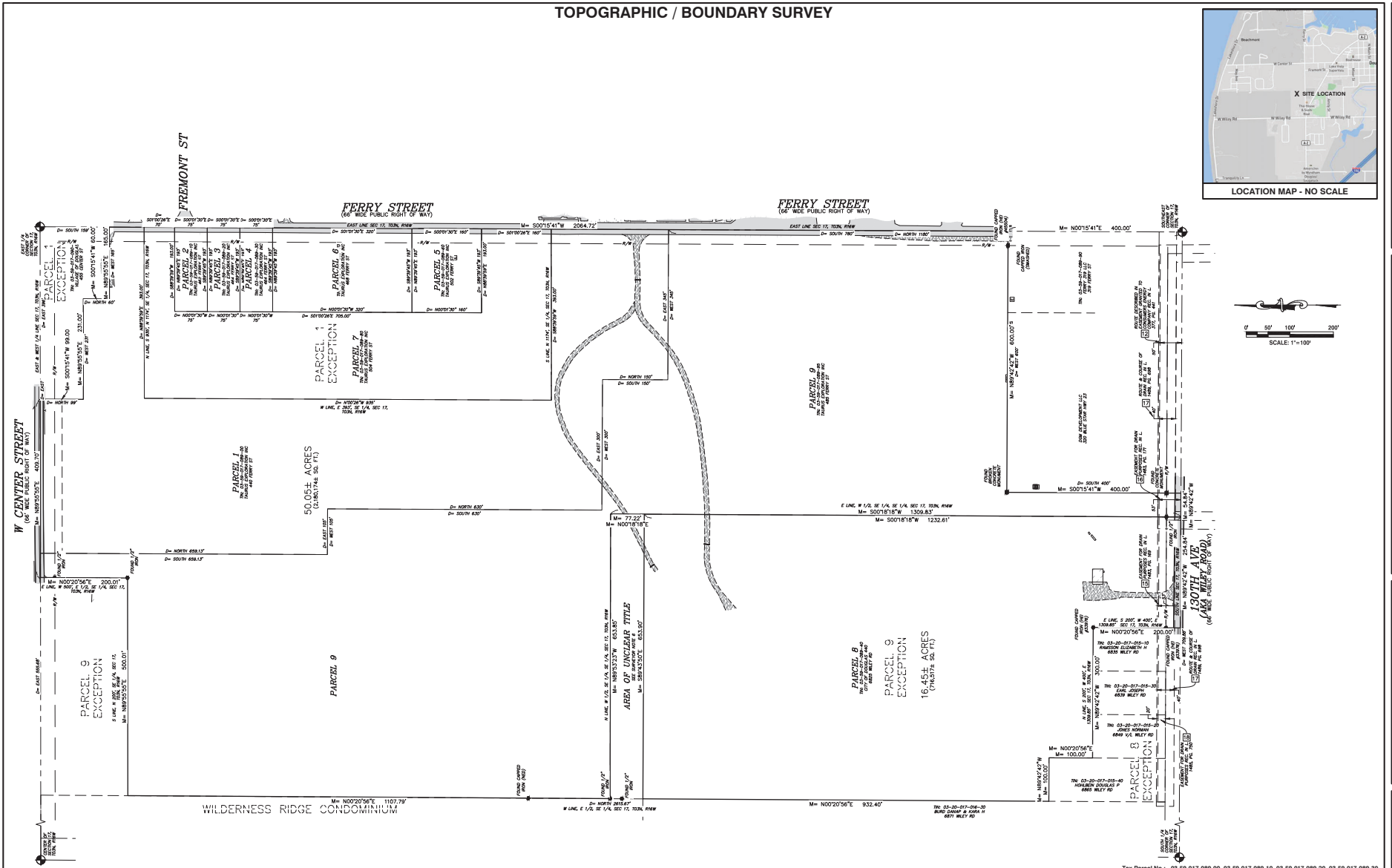
Sheet #

G-001
1 of 20



ISSUED FOR
APPROVAL

TOPOGRAPHIC / BOUNDARY SURVEY



DRIBBENA ASSOCIATES, INC.
 Engineering
 Surveying
 Testing
 www.dribbena.com
 Holland, MI 616-396-0255
 Grand Rapids, MI 616-245-3800
 Kalamazoo, MI 269-844-1455
 Lansing, MI 517-486-0210
 Ypsilanti, MI 734-368-9483

485 FERRY STREET
 485 FERRY STREET
 SECTION 17, T09N, R16W, CITY OF DOUGLAS, ALLEGAN CO.
 -FOR-
ARGENT MANAGEMENT GROUP, INC
 PO BOX 871 DOUGLAS, MI 49606

REVISIONS

1	ADDED WATER LINE ALONG 130TH ST. 11/21/2023, MJD
2	UPDATED WETLAND D PLANS 11/22/2022, MJD
3	LEFT EXISTING SURVEYOR NOTE ON 96.2023, MJD

Drawn By: MJD
 Scale: 1" = 100'
 Date: 09-07-2022
 Project #: 2210328.SA
 Sheet Title:

TOPOGRAPHIC / BOUNDARY SURVEY

Sheet # **V-100**
 2 of 20



Marc Elwood Lohela
 P.S. No. 4001062695

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO US BY THE PERSON CERTIFIED TO. AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, CLARIFICATION OR CORRECTION.



Tax Parcel No.: 03-59-017-089-00, 03-59-017-089-10, 03-59-017-089-20, 03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-50, 03-59-017-089-60, 03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-90, 03-59-017-089-95,

TOPOGRAPHIC / BOUNDARY SURVEY

SCHEDULE "A" LEGAL DESCRIPTION
FROM: TRANSMISSION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION
TITLE NO.: 39317SLKS REVISION NO. 1 (EFFECTIVE DATE: AUGUST 17, 2022)

PARCEL 1: BEGINNING 1180 FEET NORTH OF THE SOUTHEAST CORNER OF THE SECTION; THENCE WEST 345 FEET; THENCE NORTH 150 FEET; THENCE WEST 300 FEET; THENCE NORTH 630 FEET; THENCE WEST 105 FEET; THENCE NORTH 693.13 FEET; THENCE EAST TO THE EAST 1/4 POST; THENCE SOUTH TO POINT OF BEGINNING, EXCEPT COMMENCING AT EAST 1/4 POST; THENCE NORTH 159 FEET; THENCE NORTH 60 FEET; THENCE WEST 231 FEET; THENCE NORTH 99 FEET; THENCE EAST 396 FEET TO POINT OF BEGINNING, ALSO EXCEPT SOUTH 935 FEET OF THE NORTH 1174 FEET OF THE EAST 393 FEET THEREOF; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

PARCEL 2: COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 304 FEET TO PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID EAST SECTION LINE, 75 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 75 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, 193 FEET TO THE PLACE OF BEGINNING.

PARCEL 3: COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 304 FEET TO PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID EAST SECTION LINE, 75 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 75 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, 193 FEET TO THE PLACE OF BEGINNING.

PARCEL 4: COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 439 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID EAST SECTION LINE, 75 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 75 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, 193 FEET TO THE PLACE OF BEGINNING.

PARCEL 5: COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 834 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID SECTION LINE, 160 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 160 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, 193 FEET TO THE PLACE OF BEGINNING.

PARCEL 6: COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 439 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID SECTION LINE, 160 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 160 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST, 193 FEET TO THE PLACE OF BEGINNING.

PARCEL 7: PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SECTION 17, DISTANT SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 239.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 17 AND PROCEEDING THENCE SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 70.00 FEET ALONG THE EAST LINE OF SECTION 17; THENCE NORTH 88 DEGREES 59 MINUTES 59 SECONDS WEST 193.00 FEET PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SECTION 17; THENCE SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 705.00 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 59 SECONDS EAST 193.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8: ALL THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF A LINE EXTENDING FROM THE SOUTHWEST CORNER OF FELBERS L.S. SUBDIVISION; THENCE EAST TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/4 OF THE SOUTHWEST 1/4 EXCEPT THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE EAST 1309.88 FEET; ALSO EXCEPT COMMENCING 1309.88 FEET WEST OF THE SOUTHWEST CORNER; THENCE NORTH 200 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 100 FEET; THENCE EAST 100 FEET; THENCE SOUTH 100 FEET; THENCE WEST 100 FEET TO POINT OF BEGINNING; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

PARCEL 9: BEGINNING 430 FEET NORTH OF SOUTHWEST CORNER OF SECTION 17; THENCE WEST 600 FEET; THENCE SOUTH 400 FEET; THENCE WEST 709.88 FEET; THENCE NORTH 2615.61 FEET TO EAST WEST 1/4 LINE; THENCE EAST ALONG SAID LINE 506.68 FEET; THENCE SOUTH 469.74 FEET; THENCE EAST 105 FEET; THENCE SOUTH 600 FEET; THENCE EAST 330 FEET; THENCE SOUTH 150 FEET; THENCE EAST 345 FEET; THENCE SOUTH 150 FEET TO POINT OF BEGINNING; EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE WEST 500 FEET OF THE WEST 500 FEET THEREOF; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

SCHEDULE "B" EXCEPTIONS
FROM: TRANSMISSION TITLE AGENCY OF MICHIGAN LAKESHORE DIVISION
TITLE NO.: 39317SLKS REVISION NO. 1 (EFFECTIVE DATE: AUGUST 17, 2022)

- 1) EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 257, PAGE 555, (BLANKET EASEMENT OVER PARCEL - ROUTE NOT SPECIFIC ENOUGH TO PLOT)
- 2) EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 377, PAGE 441, (BLANKET EASEMENT OVER PARCELS - ROUTE SHOWN ON DRAWING)
- 3) EASEMENT GRANTED TO MICHIGAN CONSOLIDATED GAS COMPANY RECORDED IN LIBER 1023, PAGE 382 AND ASSIGNMENT OF EASEMENT'S RECORDED IN LIBER 2969, PAGE 228, (PARCELS 17, INCLUSIVE) (NOT SPECIFIC ENOUGH TO PLOT - 15' WIDE CENTERED ON GAS MARK AS INSTALLED)
- 4) EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1483, PAGE 169, (PARCEL 9) (SHOWN ON DRAWING)
- 5) EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1483, PAGE 171, (PARCEL 9) (SHOWN ON DRAWING)
- 6) EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1489, PAGE 698, (PARCEL 9) (SHOWN ON DRAWING)
- 7) EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1485, PAGE 750, (PARCEL 8) (SHOWN ON DRAWING)

BENCHMARK DATA

- NAVJ 98 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CORRS 18
- BM #1 EL- 653.31' (NAVD 88)
CUT 'X' ON THE NORTH-EAST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2' NORTH OF THE CENTERLINE OF WILEY ROAD AND 313 1/2' EAST OF THE CENTERLINE OF GRAVEL DRIVEWAY ON SOUTH SIDE OF PROJECT SITE.
- BM #2 EL- 651.50' (NAVD 88)
TOP OF LAG SCREW ON NORTH SIDE OF UTILITY POLE, LOCATED 36 1/2' NORTH OF THE CENTERLINE OF WILEY ROAD AND 37 1/2' EAST OF THE CENTERLINE OF GRAVEL DRIVEWAY ON SOUTH SIDE OF PROJECT SITE.
- BM #3 EL- 650.10' (NAVD 88)
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2' WEST OF THE CENTERLINE OF FERRY STREET AND 572 1/2' NORTH OF THE CENTERLINE OF 130TH AVENUE.
- BM #4 EL- 645.81' (NAVD 88)
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2' WEST OF THE CENTERLINE OF FERRY STREET AND 32 1/2' NORTH OF THE CENTERLINE OF UTILITY POLE.
- BM #5 EL- 649.99' (NAVD 88)
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 21 1/2' WEST OF THE CENTERLINE OF FERRY STREET 75 1/2' SOUTH OF THE CENTERLINE OF FREMONT STREET.
- BM #6 EL- 640.22' (NAVD 88)
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 23 1/2' WEST OF THE CENTERLINE OF FERRY STREET AND 32 1/2' SOUTH OF THE CENTERLINE OF FREMONT STREET.
- BM #7 EL- 623.78' (NAVD 88)
NORTHWEST FLANGE BOLT UNDER "E" IN "EAST JORDAN" ON HYDRANT, LOCATED 22 1/2' WEST OF THE CENTERLINE OF FERRY STREET AND 96 1/2' SOUTH OF THE CENTERLINE OF CENTER STREET.
- BM #8 EL- 610.52' (NAVD 88)
RAIL ROAD SPIKE ON NORTH SIDE OF UTILITY POLE, LOCATED 16 1/2' SOUTH OF THE CENTERLINE OF CENTER STREET.

SURVEYOR'S NOTES

- 1. UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
- 2. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
- 3. CONTOUR INTERVAL = 1 FOOT.
- 4. THE FIELD WORK WAS COMPLETED ON AUGUST 03, 2022.
- 5. BEARINGS BASED ON MICHIGAN STATE PLANE COORDINATE ZONE SOUTH PROJECTED TO GROUND.
- 6. AREA OF UNCLER TITLE NOTE: PARCEL 9 EXCEPTION EXTENDS TO THE NORTH LINE OF UNCLER TITLE AREA. NORTH LINE OF PARCELS 8 AND 9 EXTENDS NORTH TO THE SOUTH LINE OF UNCLER TITLE AREA. THIS RESULTS IN THE STRIP OF LAND SHOWN ON DRAWING AS HAVING UNCLER TITLE AND NOT BEING ACCOUNTED FOR IN ANY DEEDS WE HAVE RECEIVED OR REVIEWED. FURTHER RESEARCH RECOMMENDED.

POINT SURVEY CONTROL

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (MVD 88)
50	420780.7127	1262805.7445	644.99
51	420197.0867	1262809.9202	650.14
52	419558.1736	1262878.2742	651.97
53	419816.9322	1262800.8822	650.17
54	419741.8841	12629570.2337	651.02
55	420191.9326	1262843.8822	647.64
56	422191.8888	1262809.5049	651.84
57	422231.7757	1262834.9449	654.79
58	422301.4904	1262830.3149	659.79
59	422321.2881	1262830.1192	619.48
60	422110.1081	1262835.3651	620.52
61	422005.2373	12628513.6042	621.40
62	421988.2951	12628702.6059	622.48
63	422088.5871	12628644.1781	622.69
64	421820.0951	12628703.6628	624.88
65	421852.2923	12628705.4211	633.24
66	421448.6992	12628738.7911	641.62
67	421283.4408	12628699.6578	647.40
68	421143.8998	12628698.0664	648.52
69	421098.2088	12628776.3115	648.59
70	420984.5003	12628777.0714	651.32
71	420865.0302	12628698.2144	649.21
72	420986.7520	12628500.4017	651.30
73	421272.0882	12628688.7851	645.77
74	421514.7544	12628698.1832	633.00
75	421808.2718	12628650.1134	625.10
76	421851.8330	12628429.4223	632.72
77	421927.5582	12628380.8545	622.94
78	421862.9508	12628257.8382	621.68
79	421858.5388	12628386.7877	620.38
80	421541.0240	12628788.2501	627.57
81	421911.4773	1262595.5092	620.84

MISS DIG INFORMATION
MISS DIG SURVEY TICKET # 2022071403963-000
(INCLUDES INFORMATION RECEIVED THROUGH 08/16/2022)

- MICHIGAN GAS UTILITIES - 07/15/2022 (MAPS PROVIDED)
- SIGMA TECHNOLOGIES - 07/21/2022 (MAPS PROVIDED)
- KALAMAZOO LAKE SEWER WATER AUTHORITY - 08/01/2022 (MAPS PROVIDED)

STORM STRUCTURE DATA

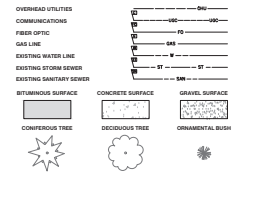
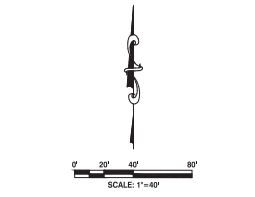
- CB #1 - 420 CONCRETE RIM 650.54 INV (N) 12' RCP=647.94 SUMP=561.64
- CB #2 - 420 CONCRETE RIM 650.79 INV (S) 12' HDP=646.19 INV (E) 20' RCP=644.19 SUMP=543.59
- CB #3 - 420 CONCRETE RIM 651.33 INV (N) 17' RCP=641.93 INV (E) 18' RCP=639.03 SUMP=639.53
- CB #4 - 420 CONCRETE RIM 650.91 INV (S) 18' RCP=638.91 INV (N) 18' RCP=639.01 INV (E) 20' RCP=644.80 SUMP=538.51
- CB #5 - 420 CONCRETE RIM 651.90 INV (S) 12' RCP=638.80 INV (N) 24' RCP=639.00 INV (E) 20' RCP=644.80 SUMP=544.89
- CB #6 - 420 CONCRETE RIM 651.39 INV (S) 12' RCP=645.29 INV (E) 12' RCP=646.29 SUMP=644.89
- CB #7 - 420 CONCRETE RIM 648.45 INV (S) 12' RCP=639.00 INV (S) 12' HDP=639.75 SUMP=537.05
- CB #8 RIM 604.72 INV (S) RCP=603.89 FULL OF DIRT
- CB #9 - 420 CONCRETE RIM 650.36 INV (N) 12' RCP=603.56 INV (S) 12' RCP=600.36 SUMP=595.86

- M/A - 420 CONCRETE RIM 650.36 INV (S) 12' RCP=603.56 INV (N) 12' RCP=603.56
- M/B - 420 CONCRETE RIM 651.44 INV (N) 12' RCP=642.14 INV (N) 20' RCP=644.19
- M/C - 420 CONCRETE RIM 650.94 INV (N) 6' PVC=640.74 INV (E) 6' PVC=640.74
- M/D - 420 CONCRETE RIM 639.76 INV (N) 6' PVC=642.16 INV (S) 6' PVC=641.96
- M/E - 420 CONCRETE RIM 648.38 INV (S) 12' PVC=628.56 INV (N) 12' PVC=628.46
- M/F - 420 CONCRETE RIM 645.28 INV (E) 24' RCP=627.66 INV (N) 12' RCP=644.80
- M/G - 420 CONCRETE RIM 646.48 INV (S) 12' PVC=627.48 INV (N) 12' PVC=627.38
- M/H - 420 CONCRETE RIM 639.28 INV (S) 12' PVC=628.68 INV (S) 12' PVC=628.78
- M/I - 420 CONCRETE RIM 644.07 INV (N) 12' PVC=621.77 INV (S) 12' PVC=625.87
- M/J - 420 CONCRETE RIM 622.86 INV (E) 6' PVC=616.06 INV (N) 6' PVC=615.96
- M/K - 420 CONCRETE RIM 638.62 INV (S) 12' PVC=617.22 INV (S) 12' PVC=617.12
- M/L - 420 CONCRETE RIM 623.94 INV (S) 8' PVC=611.84 INV (E) 12' PVC=611.84 INV (N) 6' STEEL=612.24

- M/A - 420 CONCRETE RIM 650.36 INV (S) 12' RCP=603.56 INV (N) 12' RCP=603.56
- M/B - 420 CONCRETE RIM 651.44 INV (N) 12' RCP=642.14 INV (N) 20' RCP=644.19
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SANITARY STRUCTURE DATA

- M/A - 420 CONCRETE RIM 650.36 INV (S) 12' RCP=603.56 INV (N) 12' RCP=603.56
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811
Call before you dig.
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Tax Parcel No.: 03-59-017-089-00, 03-59-017-089-10, 03-59-017-089-20, 03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-50, 03-59-017-089-60, 03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-90, 03-59-017-089-95.



Marc Elwood Lohala
P.S. No. 400108295

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ARGENT MANAGEMENT GROUP, INC
FOR-
SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN CO.
485 FERRY STREET
PO BOX 871 DOUGLAS, MI 49406

REVISIONS

NO.	DATE	DESCRIPTION
1	10/11/2022	ADDED WATER LINE ALONG 130TH 11/21/2022, MJD
2	11/21/2022	UPDATED WETLAND D FLAGS 11/21/2022, MJD
3	11/21/2022	LEFT EXISTING SURVEYOR NOTE 04/16/2023, MJD

Drawn By: MJD
Scale: 1"=40'
Date: 09-07-2022
Project: 2210328.SA
Sheet Title:

TOPOGRAPHIC / BOUNDARY SURVEY

Sheet #

V-101
3 of 20

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO US AND WE PROCEEDED BY US FROM RECORDS OF PUBLIC RECORDS TO BE PROVIDED BY THE PERSON CERTIFIED TO US. AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR THE INFORMATION PROVIDED BY SUCH EASEMENTS OR EJECTMENTS.

TOPOGRAPHIC / BOUNDARY SURVEY



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485 FERRY STREET
 SECTION 17, T09N, R16W, CITY OF DOUGLAS, ALLEGAN CO.
ARGENT MANAGEMENT GROUP, INC
 PO BOX 871 DOUGLAS, MI 49606

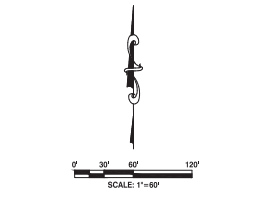
REVISIONS

ADDED WATER LINE ALONG 195TH 11/21/2023, MJD
UPDATED WETLAND D FLAGS 11/20/2022, MJD
LEFT EXISTING SURVEYOR NOTE 04/06/2023, MJD

Drawn By: MJD
 Scale: 1"=60'
 Date: 09-07-2022
 Project #: 2210328.SA
 Sheet Title:

TOPOGRAPHIC / BOUNDARY SURVEY

Sheet # **V-102**
 of 20

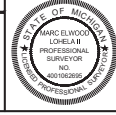


LEGEND

BENCHMARK	EXISTING
SET CONCRETE MONUMENT	MONUMENT FOUND
SET CAPTOP BEHIND PUSHS	FOUND IRON CONTROL POINT
DESIGNED	REASIGNED
STORM SEWER MANHOLE	CATCH BASIN
SANITARY SEWER MANHOLE	FIRE HYDRANT
VALVE (WATER & GAS)	UTILITY RISERS
UTILITY POLES	LIGHT POLE
GUY ANCHOR	TRANSFORMER
WIND-HIDE ELECTRIC	ELECTRIC METER
SIGN	MONITORING WELL
PIST	GATE
FENCE LINE	OVERHEAD UTILITIES
COMMUNICATIONS	FIBER OPTIC
GAS LINE	EXISTING WATER LINE
EXISTING STORM SEWER	EXISTING SANITARY SEWER
STIMULOUS SURFACE	CONCRETE SURFACE
CONIFEROUS TREE	DECIDUOUS TREE
	ORNAMENTAL BUSH

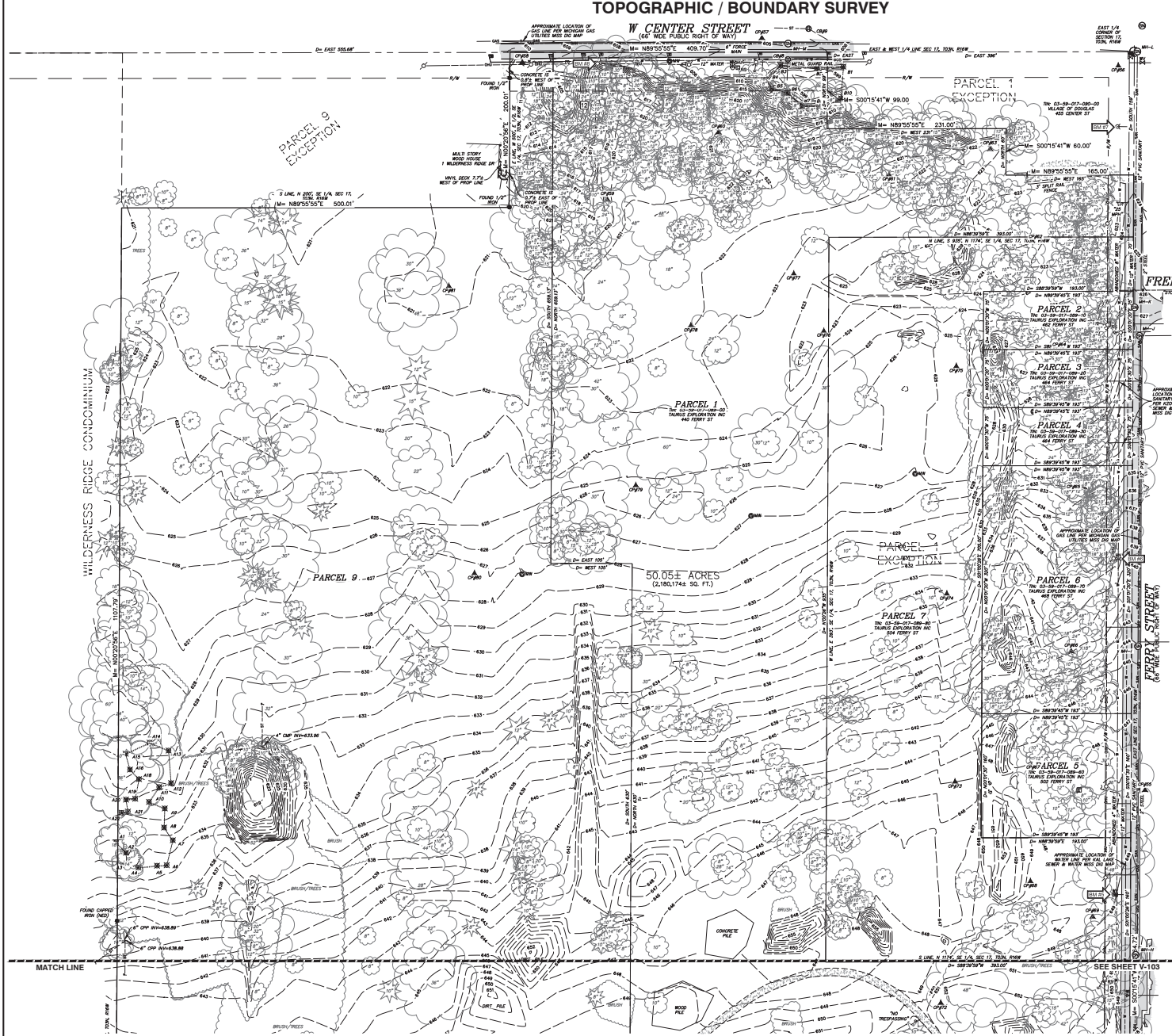
811
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Tax Parcel No.: 03-59-017-089-00, 03-59-017-089-10, 03-59-017-089-20,
 03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-40,
 03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-95,



Marc Elwood Lohela
 P.S. No. 000100000

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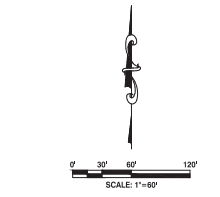
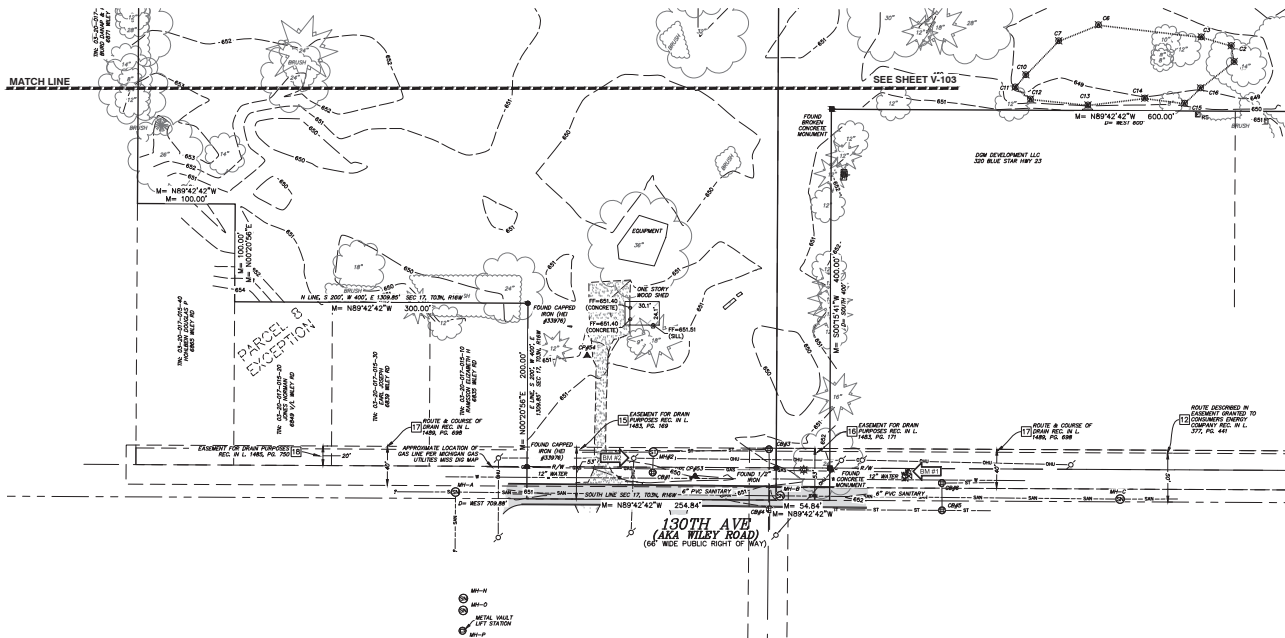


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TOPOGRAPHIC / BOUNDARY SURVEY



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 Lansing, MI 517-488-5210
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LEGEND

BENCHMARK	EXISTING
SET CONCRETE MONUMENT	←
MONUMENT FOUND	○
SET CAPPED BENCH PEGS	●
FOUND IRON	⊙
CONTROL POINT	△
DESIGNED	M
MEASURED	D
STORM SEWER MANHOLE	⊕
CATCH BASIN	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT	⊕
VALVE (WATER & GAS)	⊕
UTILITY RISERS	⊕
UTILITY POLE	⊕
LIGHT POLE	⊕
GUY ANCHOR	⊕
TRANSFORMER	⊕
WIND-HIDE (ELECTRIC)	⊕
ELECTRIC METER	⊕
SIGN	⊕
MONITORING WELL	⊕
PIST	⊕
GATE	⊕
FENCE LINE	⊕
OVERHEAD UTILITIES	⊕
COMMUNICATIONS	⊕
FIBER OPTIC	⊕
GAS LINE	⊕
EXISTING WATER LINE	⊕
EXISTING STORM SEWER	⊕
EXISTING SANITARY SEWER	⊕
STIMULOUS SURFACE	⊕
CONCRETE SURFACE	⊕
GRAVEL SURFACE	⊕
CONIFEROUS TREE	⊕
DECIDUOUS TREE	⊕
ORNAMENTAL BUSH	⊕

485 FERRY STREET
 SECTION 17, T09N, R16W, CITY OF DOUGLAS, ALLEGAN CO.
 -FOR-
ARGENT MANAGEMENT GROUP, INC
 PO BOX 871 DOUGLAS, MI 49406

REVISIONS

ADDED WATER LINE ALONG 130TH (11/21/2022, MJD)
UPDATED WETLAND D FLAGS (11/20/2022, MJD)
LEFT STATION SURVEYOR NOTE 04.96.2023, MJD



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Tax Parcel No.: 03-59-017-089-00, 03-59-017-089-10, 03-59-017-089-20, 03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-50, 03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-95.



Marc Elwood Lohela II
 P.S. No. 4001062695

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Drawn By: MJD
 Scale: 1"=60'
 Date: 09-07-2022
 Project #: 2210328.SA
 Sheet Title:

TOPOGRAPHIC / BOUNDARY SURVEY

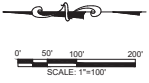
Sheet #

V-104
6 of 20



LEGEND

BENCHMARK	EXISTING	PROPOSED
STORM SEWER MANHOLE		
CATCH BASIN		
FLARED END SECTION		
SANITARY SEWER MANHOLE		
CLEARCUT		
WELL HEAD		
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
SPRINKLER CONTROL VALVE		
SPRINKLER HEAD		
VALVE (WATER & GAS)		
GAS METER		
UTILITY RISERS		
UTILITY POLE		
LIGHT POLE		
GUY ANCHOR		
TRANSFORMER		
HAND HOLE (ELECTRIC)		
ELECTRIC METER		
AWARDED LIGHT		
SIEM		
SOIL BORING		
ROLLARD POST		
POST		
GATE		
FENCE LINE		
OVERHEAD UTILITIES		
UNDERGROUND ELECTRIC		
COMMUNICATIONS		
TELEPHONE		
FIBER OPTIC		
GAS LINE		
EXISTING WATER LINE		
PROPOSED WATER LINE		
EXISTING STORM SEWER		
PROPOSED STORM SEWER		
EXISTING SANITARY SEWER		
PROPOSED SANITARY SEWER		
EXISTING BITUMINOUS SURFACE		
PROPOSED BITUMINOUS SURFACE		
EXISTING CONCRETE SURFACE		
PROPOSED CONCRETE SURFACE		
EXISTING GRAVEL SURFACE		
PROPOSED GRAVEL SURFACE		



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 Ypsilanti, MI 734-368-9483

FOREST GATE CONDOMINIUMS
 SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
 -FOR-
ARGENT MANAGEMENT GROUP, INC.
 PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
2	PRELIMINARY REVIEW	06-09-2022
3	PRELIMINARY REVIEW	08-29-2022
4	CITY REVIEW	07-15-2022
5	CITY REVIEW	07-27-2022
6	CITY REVIEW	08-18-2022
7	CITY REVIEW	08-24-2022
8	CITY REVIEW	09-29-2022
9	CITY REVIEW	10-23-2022
10	CITY REVIEW	12-28-2022
11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-26-2023

Project Manager: **JOHN TENPAS**
 Project #: **2210328.1A**
 Sheet Title: **OVERVIEW/ PHASING PLAN**
 Sheet #

C-100
 8 of 20

File Name: C:\Users\jtenpas\Desktop - DRIS\Users\jtenpas\Projects\2210328.1A\Map\2210328.1A.dwg Date: 4/27/23 11:18:30 AM User: jtenpas



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Kalamazoo, MI 49001-1455
Lansing, MI 48206-4210
Ypsilanti, MI 48197-9483

FOREST GATE CONDOMINIUMS
485 FERRY ST., ALLEGAN CO.
SECTION 17, TOWN OF DOUGLAS, ALLEGAN CO.
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49606

ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
2	PRELIMINARY REVIEW	06-09-2022
3	PRELIMINARY REVIEW	06-29-2022
4	CITY REVIEW	07-15-2022
5	CITY REVIEW	07-27-2022
6	CITY REVIEW	08-18-2022
7	CITY REVIEW	08-24-2022
8	CITY REVIEW	09-29-2022
9	CITY REVIEW	10-20-2022
10	CITY REVIEW	12-28-2022
11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-26-2023

Project Manager:
JOHN TENPAS

Project:
2210328.1A

Sheet Title:

SITE PLAN

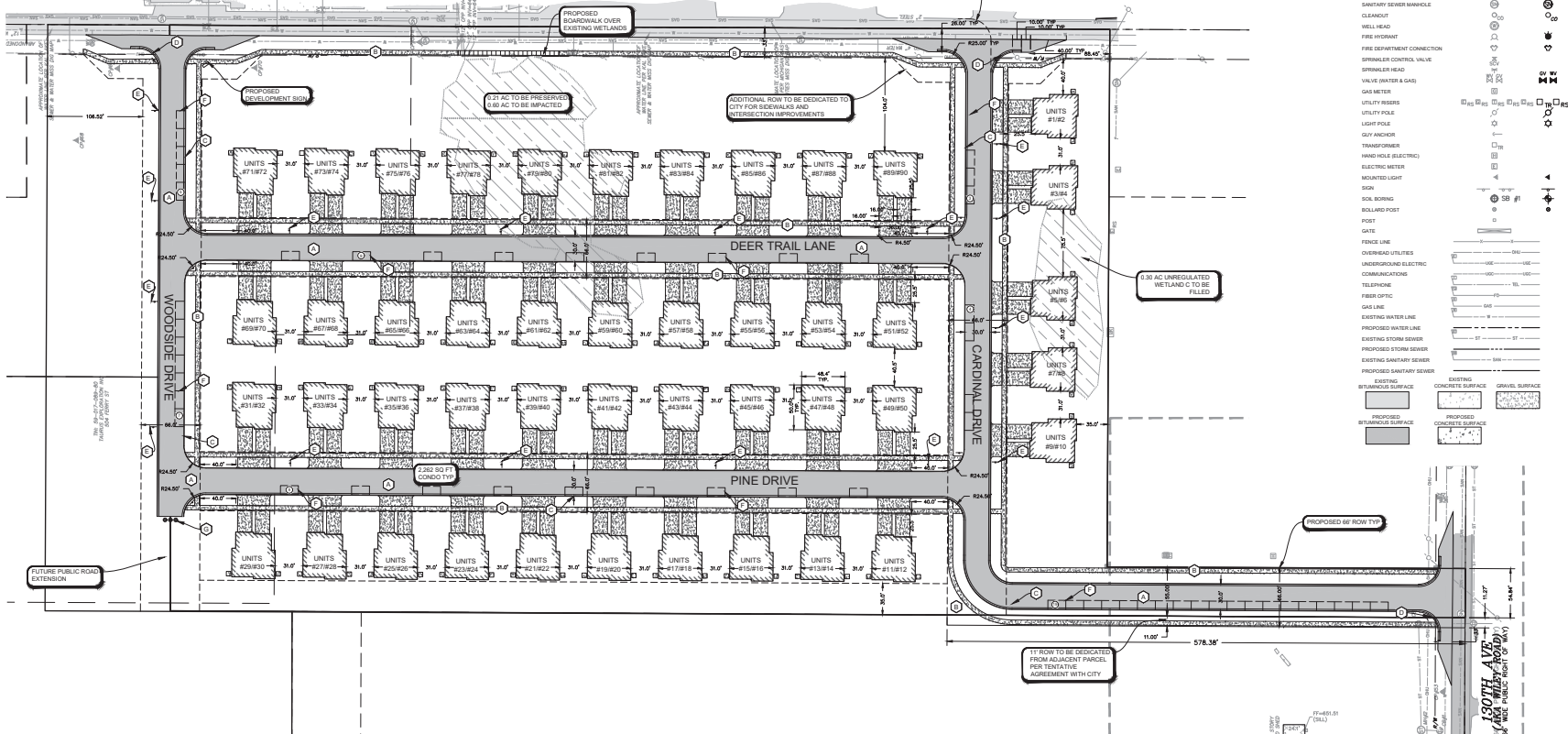
Sheet #

C-101
9 of 20

FERRY STREET
(60' WIDE PUBLIC RIGHT OF WAY)

FERRY STREET
(60' WIDE PUBLIC RIGHT OF WAY)

FUTURE FERRY STREET
PAVEMENT EDGE IS
FERRY BLUE STAR
INTERSECTION IS REMOVED



LEGEND

BENCHMARK
STORM SEWER MANHOLE
CATCH BASIN
FLARED END SECTION
SANITARY SEWER MANHOLE
CLEANOUT
WELL HEAD
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
SPRINKLER CONTROL VALVE
SPRINKLER HEAD
VALVE (WATER & GAS)
GAS METER
UTILITY RISERS
UTILITY POLE
LIGHT POLE
GUY ANCHOR
TRANSFORMER
HANDHOLE (ELECTRIC)
ELECTRIC METER
MOUNTED LIGHT
SIGN
SOIL BORING
ROLLUP POST
POST
GATE
FENCE LINE
OVERHEAD UTILITIES
UNDERGROUND ELECTRIC
COMMUNICATIONS
TELEPHONE
FIBER OPTIC
GAS LINE
EXISTING WATER LINE
PROPOSED WATER LINE
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER

EXISTING
PROPOSED

CONCRETE SURFACE
GRAVEL SURFACE
PROPOSED BITUMINOUS SURFACE
PROPOSED CONCRETE SURFACE

PROJECT SUMMARY

- 1. PARCEL INFORMATION**
CURRENT ZONING: R-6 MULTIPLE FAMILY RESIDENTIAL
SITE ADDRESS: 485 FERRY ST., DOUGLAS, MI
PARCEL NUMBER: 59-017-08-05
- 2. BUILDING**
REQUIRED PROVIDED
MAX. BUILDING HEIGHT: 28 FT 22 FT 7 FT
MAX. BUILDING LENGTH: 49 FT 49 FT
MIN. FLOOR AREA: 900 SFT 1738 SFT
MAX. LOT COVERAGE: 35% 19.5%
- 3. SETBACKS FOR PROJECT LIMITS**
REQUIRED PROVIDED
FRONT (MIN.): 25 FT 25 FT
SIDE (MIN.): 7 FT 15 FT
REAR (MIN.): 35 FT 35 FT
SIDE SEPARATION (MIN.): 30 FT 31 FT
- 4. SUMMARY OF LAND DENSITY**
PARCEL AREA: 18.31 AC
PRESERVED WETLAND AREA: 0.21 AC
R.O.W. AREA: 2.86 AC
NET BUILDABLE AREA: 15.15 AC
MAXIMUM DENSITY: 8 UNITS PER BUILDABLE AREA
PROPOSED UNITS: 90 UNITS
PROPOSED DENSITY: 5.94 UNITS PER BUILDABLE ACRE
PER NET BUILDABLE AREA (15.15)



- 5. SUMMARY OF BUILDINGS/UNITS**
PROPOSED BUILDINGS: 4#
PROPOSED UNITS PER BUILDING: 45
PROPOSED UNITS: 90
PROPOSED BEDROOMS PER UNIT: 3
- 6. REGULATORY APPROVALS**
THE PROJECT WILL REQUIRE THE FOLLOWING APPROVALS, AT A MINIMUM OTHER PERMITS/APPROVAL MAY ALSO BE REQUIRED:
• CITY OF THE VILLAGE OF DOUGLAS SITE PLAN
• CITY OF THE VILLAGE OF DOUGLAS FIRE DEPARTMENT
• ALLEGAN COUNTY DRAIN COMMISSIONER STORM WATER MANAGEMENT
• ALLEGAN COUNTY SOIL EROSION & SEDIMENTATION CONTROL PERMIT
• ALLEGAN COUNTY ROAD COMMISSION
• ELEG EMPRES CONSTRUCTION SITE STORM WATER DISCHARGE
• ELEG PUBLIC WATER SYSTEM PERMIT
• ELEG PUBLIC WASTEWATER SYSTEM PERMIT
• ELEG WETLAND PERMIT
- 7. IMPACT ON PUBLIC SERVICES**
PROJECT WILL NOT RESULT IN ADVERSE IMPACT TO PUBLIC SERVICES INCLUDING POLICE & FIRE PROTECTION, UTILITIES, TRAFFIC OR ROADWAYS. A TRAFFIC IMPACT STUDY WAS COMPLETED IN PROGRESSIVE AS DATED NOVEMBER 2022. THIS REPORT INDICATED THERE WOULD BE LITTLE TO NO IMPACT ON THE SURROUNDING ROADWAY NETWORK.
- 8. IMPACT TO SURROUNDING PROPERTIES**
USE OF PROPERTY WILL BE CONSISTENT WITH OTHER USES IN THIS ZONING DISTRICT AND IN THE SURROUNDING AREA. USE OF PROPERTY WILL NOT GENERATE ADVERSE LEVELS OF NOISE, VIBRATION, SMOKE, LIGHT, GLARE, OR OTHER PROBLEMATIC CONDITIONS.
- 9. PARKING**
PARKING SHALL BE PROVIDED PER CITY STANDARDS, AND INCLUDES GARAGES, DRIVEWAYS AND PARKING ON THE SIDE OF STREET AS SHOWN ON PLAN.
GARAGES: 2 SPACES PER UNIT = 180
DRIVEWAYS: 2 SPACES PER UNIT = 180
ON-STREET: 186
TOTAL: 446

- 10. SIGNAGE**
SIGNAGE TO BE PROVIDED PER CITY STANDARDS
- 11. STORM WATER MANAGEMENT**
STORM WATER WILL BE COLLECTED IN A SERIES OF CATCH BASINS AND PIPES, AND ROUTED TO A RETENTION POND THAT IS NORTH OF THE PROPERTY FOR ALLEGAN COUNTY DRAIN COMMISSIONER REQUIREMENTS. ALL STORMWATER INFRASTRUCTURE NOT IN PUBLIC ROW WILL BE CONTAINED IN AN EASEMENT FOR DRAINAGE. STORMWATER INFRASTRUCTURE WILL BE COVERED BY A 4:1 DRAINAGE DISTRICT, TO BE CALLED THE FOREST GATE DRAINAGE DISTRICT, PER A.C.C. REQUIREMENTS.
- 12. WASTEWATER SEWERAGE**
SITE WILL BE SERVED BY NEW WATER AND SEWER SERVICES AND MAINS CONNECTED TO EXISTING PUBLIC SYSTEMS ADJACENT TO THE SITE.
- 13. WETLANDS**
THERE ARE WETLANDS ON THE SUBJECT PROPERTY, 5.60 AC OF REGULATED WETLAND TO BE PRESERVED, 0.36 AC OF UNREGULATED WETLAND TO BE FILLED
- 14. FLOODPLAINS**
THERE ARE NO REGULATORY FLOODPLAINS ON THE SUBJECT PROPERTY, PER FEMA FIRM MAP ON: 2605400001A.
- 15. LANDSCAPING**
LANDSCAPING TO BE PROVIDED PER CITY STANDARDS.
- 16. SITE LIGHTING**
NO SITE LIGHTING IS PROPOSED. LIGHTING WILL CONSIST OF EXTERIOR FIXTURES ON RESIDENTIAL UNITS ONLY.
- 17. REFUSE MANAGEMENT**
RESIDENTIAL UNITS WILL HAVE INDIVIDUAL WASTE BINS AND CURBSIDE WASTE COLLECTION.
- 18. CONSTRUCTION SCHEDULE**
CONSTRUCTION OF SITE INFRASTRUCTURE IS ANTICIPATED TO START IN SUMMER 2023, AND BE COMPLETED IN SPRING. JOIST CONSTRUCTION OF HOMES ARE ANTICIPATED TO START IN FALL 2023 AND BE COMPLETED IN SPRING 2025.

- 19. DRIVING SURFACES AND CLEARANCES**
MINIMUM CLEAR HEIGHT OF 13'9" WILL BE MET PROVIDED OVERHEAD ELECTRICAL AT ENTRANCE FROM FERRY ST. IS AT MINIMUM CLEARANCE. NO FURTHER OVERHEAD CONSTRUCTION IS TO OCCUR.
ALL DRIVING SURFACES SHALL MEET THE 80,000 LB LOAD BEARING CAPACITY AND ALL ACCESS ROADS WILL BE COMPLETED PRIOR TO PHASED BUILDING CONSTRUCTION.
ROAD GRADES SHALL NOT EXCEED 10% SLOPE AT ANY GIVEN INTERVAL.
 - 20. RECREATION FACILITIES**
PUBLIC SIGNALS ARE PROPOSED ON BOTH SIDES OF STREET WITH THE DEVELOPMENT. NO OTHER ACTIVE RECREATION FACILITIES ARE PROPOSED. PASSIVE RECREATION SPACE IS PROVIDED IN OPEN SPACES THROUGHOUT THE DEVELOPMENT.
- KEY NOTES:**
- 1 ASPHALT PAVEMENT-STANDARD DUTY (SEE DETAIL)
 - 2 4" CONC. SIDEWALK (SEE DETAIL)
 - 3 24" CURB & GUTTER - MDOT F4 MODIFIED (SEE DETAIL)
 - 4 MDOT B2 - CURB & GUTTER (SEE DETAIL)
 - 5 SIGN - NO PARKING THIS SIDE OF STREET
 - 6 ON STREET PARKING AREA, TYP
 - 7 WOODEN BOLLARD (SEE DETAIL)

GENERAL NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL, STATE AND FEDERAL PERMITS REQUIRED.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.
- CALL "MSS 807" 811, 72 HOURS PRIOR TO THE START OF ANY EXCAVATION.
- EXISTING UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE RECORDS AND/OR TOPOGRAPHIC SURVEY DATA. THIS PLAN MAY NOT SHOW UTILITIES IN THEIR EXACT LOCATION AND MAY NOT SHOW ALL UTILITIES IN THE AREA.
- CONTRACTOR SHALL MAINTAIN UTILITY SERVICES AT ALL TIMES. ANY INTERRUPTION IN SERVICES TO THIS SITE OR ADJACENT SITES MUST BE SCHEDULED WITH THE OWNERS, UTILITY PROVIDERS, AND AFFECTED PROPERTIES 48 HOURS PRIOR TO THE INTERRUPTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER.
- IF ANY DISCREPANCIES OR CONFLICTS ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY PRIOR TO CONSTRUCTION OF AFFECTED WORK, TO DETERMINE COURSE OF ACTION.
- CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS ON OR ADJACENT TO THE PROJECT SITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING AND COORDINATING THEIR WORK WITH ALL UTILITY PROVIDERS.
- CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER.

LAYOUT NOTES:

- CONTRACTOR SHALL REVIEW AND VERIFY SITE LAYOUT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ENGAGE A LICENSED SURVEYOR TO PERFORM ALL CONSTRUCTION LAYOUT AND STAKING AS NECESSARY.
- ALL COORDINATE POINTS AND DIMENSIONS GIVEN, UNLESS OTHERWISE NOTED, ARE TO BACK OF CURB AND FACE OF BUILDING WALL.
- REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING DIMENSIONS.
- INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE NEW CONCRETE MEETS EXISTING CONCRETE OR BITUMINOUS PAVEMENT.



ISSUED FOR APPROVAL



DRIVENGA ASSOCIATES, INC.
Engineering
Surveying
Testing

Holland, MI 616-396-0255
Grand Rapids, MI 616-243-3800
Kalamazoo, MI 269-544-1455
Lansing, MI 517-489-6210
Ypsilanti, MI 734-368-9483

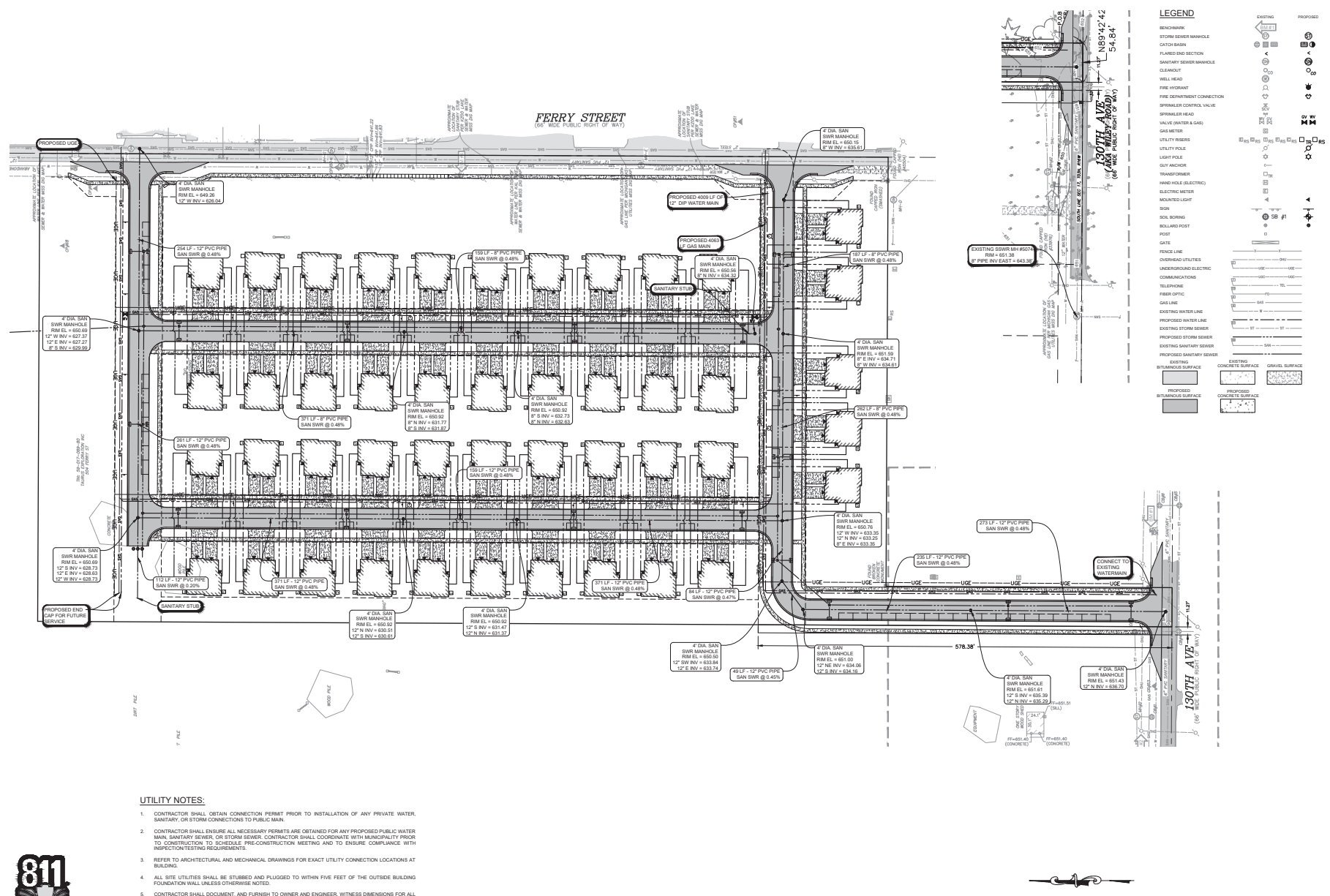
FOREST GATE CONDOMINIUMS
SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:	
1	PRELIMINARY REVIEW 05-08-2022
2	PRELIMINARY REVIEW 06-09-2022
3	PRELIMINARY REVIEW 06-29-2022
4	CITY REVIEW 07-15-2022
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9	CITY REVIEW 10-23-2022
10	CITY REVIEW 12-28-2022
11	CITY REVIEW 01-26-2023
12	CITY REVIEW 02-28-2023
13	CITY REVIEW 04-26-2023

Project Manager:
JOHN TENPAS
Project #
2210328.1A
Sheet Title:

UTILITY PLAN

Sheet #
C-102
10 of 20

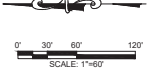


LEGEND

BENCHMARK		EXISTING	
STORM SEWER MANHOLE		PROPOSED	
EXISTING SANITARY SEWER MANHOLE		PROPOSED SANITARY SEWER MANHOLE	
FLARED END SECTION		PROPOSED SANITARY SEWER MANHOLE	
SANITARY SEWER MANHOLE		PROPOSED SANITARY SEWER MANHOLE	
GLAND/OUT		PROPOSED SANITARY SEWER MANHOLE	
WELL HEAD		PROPOSED SANITARY SEWER MANHOLE	
FIRE HYDRANT		PROPOSED SANITARY SEWER MANHOLE	
FIRE DEPARTMENT CONNECTION		PROPOSED SANITARY SEWER MANHOLE	
SPRINKLER CONTROL VALVE		PROPOSED SANITARY SEWER MANHOLE	
SPRINKLER HEAD		PROPOSED SANITARY SEWER MANHOLE	
VALVE (WATER & GAS)		PROPOSED SANITARY SEWER MANHOLE	
GAS METER		PROPOSED SANITARY SEWER MANHOLE	
UTILITY RISER		PROPOSED SANITARY SEWER MANHOLE	
UTILITY POLE		PROPOSED SANITARY SEWER MANHOLE	
LIGHT POLE		PROPOSED SANITARY SEWER MANHOLE	
TRANSFORMER		PROPOSED SANITARY SEWER MANHOLE	
HAND HOLE (ELECTRIC)		PROPOSED SANITARY SEWER MANHOLE	
ELECTRIC METER		PROPOSED SANITARY SEWER MANHOLE	
MOUNTED LIGHT		PROPOSED SANITARY SEWER MANHOLE	
SOIL BORING		PROPOSED SANITARY SEWER MANHOLE	
ROLLARD POST		PROPOSED SANITARY SEWER MANHOLE	
POST		PROPOSED SANITARY SEWER MANHOLE	
GATE		PROPOSED SANITARY SEWER MANHOLE	
FENCE LINE		PROPOSED SANITARY SEWER MANHOLE	
OVERHEAD UTILITIES		PROPOSED SANITARY SEWER MANHOLE	
UNDERGROUND ELECTRIC		PROPOSED SANITARY SEWER MANHOLE	
COMMUNICATIONS		PROPOSED SANITARY SEWER MANHOLE	
TELEPHONE		PROPOSED SANITARY SEWER MANHOLE	
FIBER OPTIC		PROPOSED SANITARY SEWER MANHOLE	
GAS LINE		PROPOSED SANITARY SEWER MANHOLE	
EXISTING WATER LINE		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED WATER LINE		PROPOSED SANITARY SEWER MANHOLE	
EXISTING STORM SEWER		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED STORM SEWER		PROPOSED SANITARY SEWER MANHOLE	
EXISTING SANITARY SEWER		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED SANITARY SEWER		PROPOSED SANITARY SEWER MANHOLE	
EXISTING BITUMINOUS SURFACE		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED BITUMINOUS SURFACE		PROPOSED SANITARY SEWER MANHOLE	
EXISTING CONCRETE SURFACE		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED CONCRETE SURFACE		PROPOSED SANITARY SEWER MANHOLE	
EXISTING GRAVEL SURFACE		PROPOSED SANITARY SEWER MANHOLE	
PROPOSED GRAVEL SURFACE		PROPOSED SANITARY SEWER MANHOLE	

- UTILITY NOTES:**
- CONTRACTOR SHALL OBTAIN CONNECTION PERMIT PRIOR TO INSTALLATION OF ANY PRIVATE WATER, SANITARY, OR STORM CONNECTIONS TO PUBLIC MAIN.
 - CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED FOR ANY PROPOSED PUBLIC WATER MAIN, SANITARY SEWER, OR STORM SEWER. CONTRACTOR SHALL COORDINATE WITH MUNICIPALITY PRIOR TO CONSTRUCTION, TO SCHEDULE PRE-CONSTRUCTION MEETINGS AND TO ENSURE COMPLIANCE WITH INFRASTRUCTURE REQUIREMENTS.
 - REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
 - ALL SITE UTILITIES SHALL BE STUBBED AND PLUGGED TO WITHIN FIVE FEET OF THE OUTSIDE BUILDING FOUNDATION WALL UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL DOCUMENT AND FURNISH TO OWNER AND ENGINEER, WITNESS DIMENSIONS FOR ALL UTILITY STUBS AND CONDUITS INSTALLED.
 - ALL UTILITY WORK SHALL BE COMPLETED, INCLUDING TRENCH BACKFILL AND COMPACTION, PRIOR TO PLACEMENT OF AGGREGATE BASE.
 - FIRE HYDRANTS SHALL HAVE A 5" STORZ CONNECTION AND DUAL 2.5" NHT CONNECTIONS PER CITY REQUEST.

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



ISSUED FOR APPROVAL



Engineering
Surveying
Testing

Holland, MI
616-396-0255
Grand Rapids, MI
616-243-3800
Kalamazoo, MI
269-544-1455
Lansing, MI
517-499-6210
Ypsilanti, MI
734-358-9483

FOREST GATE CONDOMINIUMS
485 FERRY ST.
SECTION 17, TOWN OF WALKER, ALLEGAN CO., MI
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

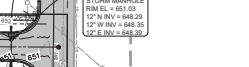
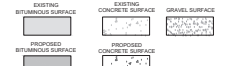
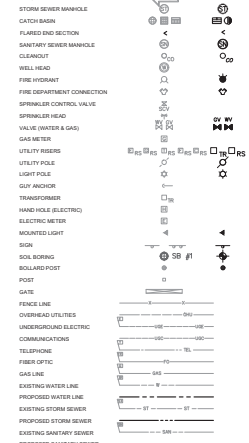
- 1 PRELIMINARY REVIEW 05-08-2022
- 2 PRELIMINARY REVIEW 05-08-2022
- 3 PRELIMINARY REVIEW 05-20-2022
- 4 CITY REVIEW 05-20-2022
- 5 CITY REVIEW 07-27-2022
- 6 CITY REVIEW 08-18-2022
- 7 CITY REVIEW 08-24-2022
- 8 CITY REVIEW 09-29-2022
- 9 CITY REVIEW 09-29-2022
- 10 CITY REVIEW 01-26-2023
- 11 CITY REVIEW 02-28-2023
- 12 CITY REVIEW 02-28-2023
- 13 CITY REVIEW 04-26-2023

Project Manager:
JOHN TENPAS
Project #
2210328.1A
Sheet Title:

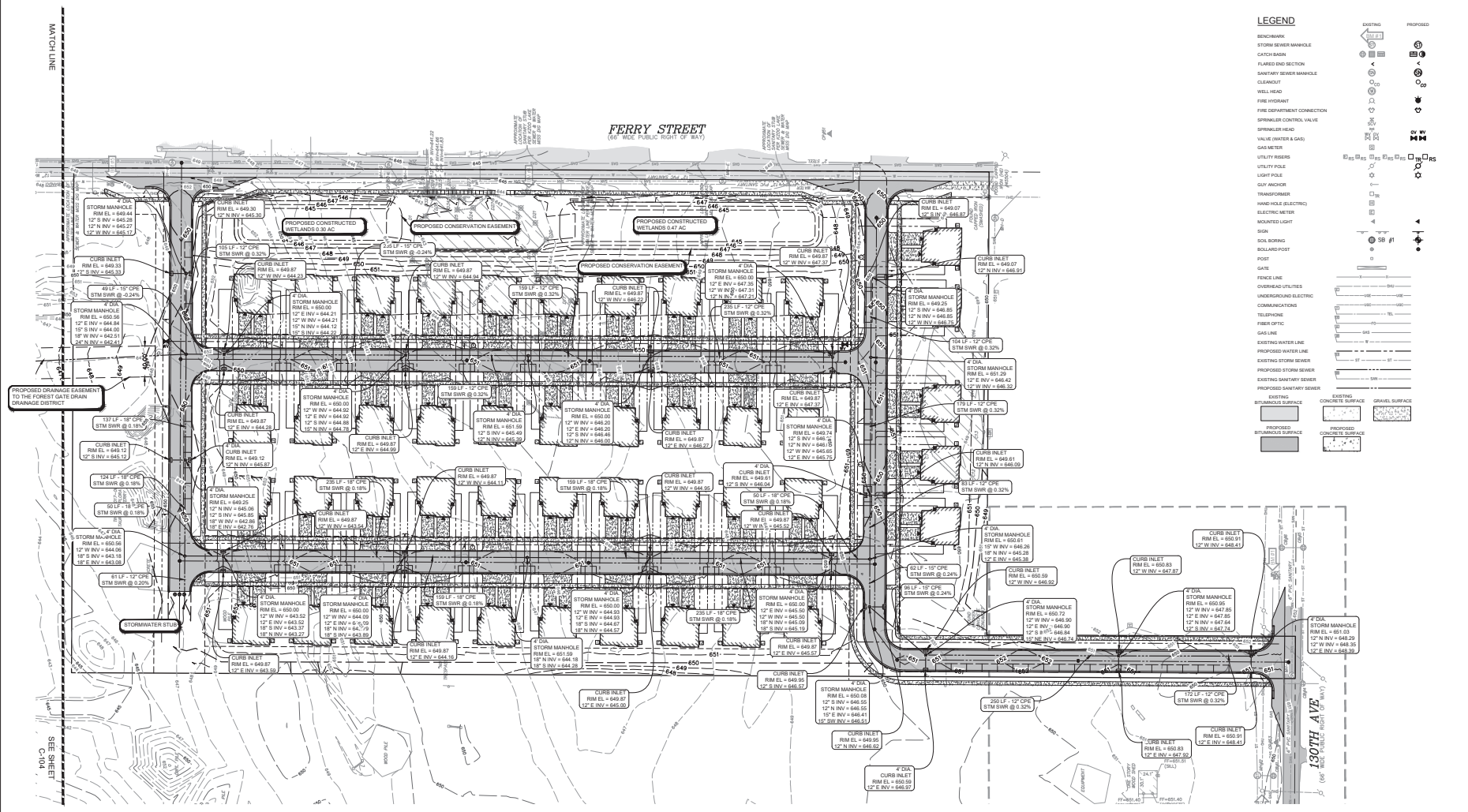
GRADING
AND
STORMWATER
PLAN

Sheet #
C-103
11 of 20

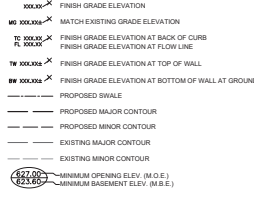
LEGEND



FERRY STREET
(66' WIDE PUBLIC RIGHT OF WAY)

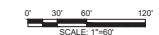


LEGEND



UTILITY NOTES:

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3. REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
4. ALL SITE UTILITIES SHALL BE STUBBED AND PLUGGED TO WITHIN FIVE FEET OF THE OUTSIDE BUILDING FOUNDATION WALL UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL DOCUMENT, AND FURNISH TO OWNER AND ENGINEER, WITNESS DIMENSIONS FOR ALL UTILITY STUBS AND CONDUITS INSTALLED.
6. ALL UTILITY WORK SHALL BE COMPLETED, INCLUDING TRENCH BACKFILL AND COMPACTION, PRIOR TO PLACEMENT OF AGGREGATE BASE.



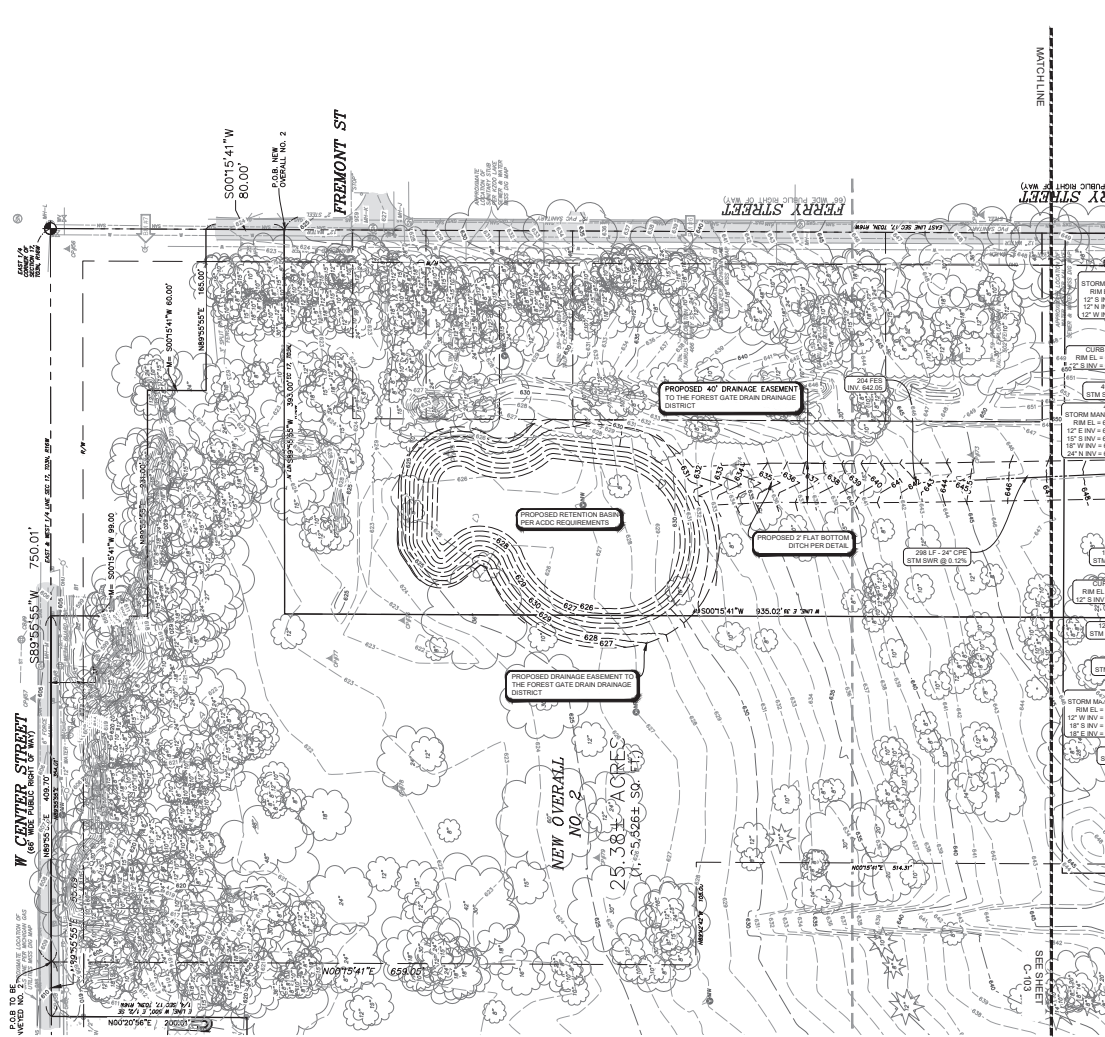
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Know what's below.
Call before you dig.



Know what's below.
Call before you dig.



UTILITY NOTES:

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LEGEND

- XXXXX FINISH GRADE ELEVATION
- M0 XXXXXX MATCH EXISTING GRADE ELEVATION
- B0 XXXXXX FINISH GRADE ELEVATION AT BACK OF CURB
- F0 XXXXXX FINISH GRADE ELEVATION AT FLOW LINE
- T0 XXXXXX FINISH GRADE ELEVATION AT TOP OF HILL
- B0 XXXXXX FINISH GRADE ELEVATION AT BOTTOM OF HILL AT GRADE
- PROPOSED SHALE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- Ø20.00 MINIMUM OPENING ELEV. (M.O.E.)
- Ø21.00 MINIMUM BASEMENT ELEV. (M.B.E.)

LEGEND

- BENCHMARK
- STORM SEWER MANHOLE
- CATCH BASIN
- FINISHED 4RD SECTION
- SANITARY SEWER MANHOLE
- CLEANOUT
- WELL HEAD
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- SPRINKLER CONTROL VALVE
- SPRINKLER HEAD
- VALVE (WATER & GAS)
- GAS METER
- UTILITY RISERS
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- TRANSFORMER
- HANG HOLE (ELECTRIC)
- ELECTRIC METER
- MOUNTED LIGHT
- SIGN
- SOIL BORING
- BOLLARD/POST
- POST
- GATE
- FENCE LINE
- OVERHEAD UTILITIES
- UNDERGROUND ELECTRIC
- COMMUNICATIONS
- TELEPHONE
- FIBER OPTIC
- GAS LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING BITUMINOUS SURFACE
- PROPOSED BITUMINOUS SURFACE
- EXISTING CONCRETE SURFACE
- PROPOSED CONCRETE SURFACE
- GRAVEL SURFACE



ISSUED FOR APPROVAL



**Engineering
Surveying
Testing**

Holland, MI
616-396-0255
Grand Rapids, MI
616-243-3800
Kalamazoo, MI
269-544-1455
Lansing, MI
517-489-6210
Ypsilanti, MI
734-368-9483

FOREST GATE CONDOMINIUMS
SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
2	PRELIMINARY REVIEW	06-09-2022
3	PRELIMINARY REVIEW	08-23-2022
4	CITY REVIEW	07-15-2022
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7	CITY REVIEW	08-24-2022
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9	CITY REVIEW	10-13-2022
10	CITY REVIEW	10-28-2022
11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-28-2023

Project Manager:

JOHN TENPAS
Project # 2210328.1A
Sheet Title: **GRADING AND STORMWATER PLAN**

Sheet #

C-104
12 of 20



Holland, MI 616-396-0255
 Grand Rapids, MI 616-245-3602
 Kalamazoo, MI 269-544-1455
 Lansing, MI 517-489-6210
 Ypsilanti, MI 734-368-9483

FOREST GATE CONDOMINIUMS
 SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
 -FOR-
ARGENT MANAGEMENT GROUP, INC.
 PO BOX 571, DOUGLAS, MI 49606

ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
2	PRELIMINARY REVIEW	06-09-2022
3	PRELIMINARY REVIEW	06-29-2022
4	CITY REVIEW	07-15-2022
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10	CITY REVIEW	12-28-2022
11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	02-28-2023
14	CITY REVIEW	04-28-2023

Project Manager: JOHN TENPAS
 Project: 2102328.1A
 Sheet Title: SOIL EROSION SEDIMENT CONTROL PLAN
 Sheet #

C-105
 13 of 20

SOIL EROSION & SEDIMENTATION CONTROL (SESC) NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH THE SESC PERMIT.
- PLACE TEMPORARY SESC MEASURES AS INDICATED ON DRAWING PRIOR TO EARTH MOVING AND GRADING ACTIVITIES.
- CONTRACTOR SHALL AVOID THE UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER.
- INSPECT AND MAINTAIN ALL TEMPORARY SESC MEASURES AFTER STORM EVENTS AND AS NECESSARY TO ASSURE PROPER FUNCTION.
- ALL SOIL STOCKPILES LEFT UNDISTURBED FOR MORE THAN 7 DAYS SHALL HAVE PERIMETER SILT FENCE. ALL SOIL STOCKPILES LEFT UNDISTURBED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
- DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE AND PERMANENTLY STABILIZED WITHIN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
- TEMPORARY SEEDING SHALL CONSIST OF GRASS AND/OR BARLEY AT AN APPLICATION RATE OF 2.0 LBS/1000 SFT MINIMUM APRIL 1 THROUGH AUGUST 31, OR ANNUAL RYEGRASS AT AN APPLICATION RATE OF NOT LESS THAN 2.0 LBS/1000 SFT AUGUST 1 THROUGH NOVEMBER 15. IRRIGATE IF NECESSARY TO ESTABLISH TEMPORARY COVER.
- TEMPORARY SESC MEASURES SHALL REMAIN IN PLACE UNTIL ALL PERMANENT SESC MEASURES ARE INSTALLED, AND VEGETATION IS LINEARLY ESTABLISHED. RE-SEED, RE-SEED AND PLACE ADDITIONAL TOPSOIL IN ERODED AREAS AS NECESSARY UNTIL FINAL LANDSCAPING IS INSTALLED.
- CONSTRUCTION OF SEDIMENT BASINS AND DIVERSION DITCHES SHALL BE COMPLETED PRIOR TO SITE CLEARING AND GRADING.
- INSTALL INLET SEDIMENT TRAPS (SILT CATCH) OR EQUAL IN ALL PROPOSED CATCHBASINS AS INDICATED ON THIS DRAWING. CLEAN INLET SEDIMENT TRAPS ON A WEEKLY BASIS AND AFTER RAIN EVENTS AS REQUIRED.
- CONTRACTOR SHALL INSPECT AND CLEAN OUT ALL EXISTING AND PROPOSED STORM SEWER CATCHBASINS AND MANHOLES WITHIN THE PROJECT LIMITS, OR OUTSIDE THE PROJECT LIMITS IF SUBJECT TO CONSTRUCTION SITE RUNOFF, AS NECESSARY DURING CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE.
- PLACE SILT FENCE ALONG DISTURBED AREAS WHERE SURFACE WATER WILL FLOW INTO EXISTING SWALES, DITCHES AND ADJACENT PROPERTIES. ANCHOR SILT FENCE TO PREVENT UNCONTROLLED RELEASE OF SILT AND WATER.
- THE CONTRACTOR IS RESPONSIBLE FOR THE DAILY SWEEPING OF TRACKED MATERIALS FROM ALL ROADWAYS.
- THE SESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM MEASURES REQUIRED. DUE TO SITE APPLICABLE AND SCHEDULED, ADDITIONAL MEASURES WILL LIKELY BE REQUIRED TO MAINTAIN SITE ACCORDING TO APPLICABLE STATE AND FEDERAL GUIDELINES AT NO ADDITIONAL COST TO THE OWNER.
- ONCE SITE IS STABILIZED, ALL TEMPORARY SESC MEASURES SHALL BE REMOVED.

SESC SITE SUMMARY:

- NATIVE SITE SOIL IS CLASSIFIED AS SANDY LOAM PER USDA WEB SOIL SURVEY OR SOIL BORINGS.
- WETLANDS THERE ARE KNOWN REGULATED WETLANDS ON THE SUBJECT PROPERTY.
- FLOODPLAINS THERE ARE KNOWN REGULATED FLOODPLAINS ON THE SUBJECT PROPERTY PER FEMA FIRM MAP NO. 26049-0001A.
- AREA OF DISTURBANCE: 16.25 ACRES

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE - FILL IN DATE											
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
SITE CLEARING AND INSTALL CONTROLS												
ROUGH GRADE SITE												
INSTALL UTILITIES												
BUILDING CONSTRUCTION												
FINAL GRADING												
SEEDING & STABILIZATION												

LEGEND

- XXXXX FINISH GRADE ELEVATION
- WS XXXXX MATCH EXISTING GRADE ELEVATION
- XX XXXX FINISH GRADE ELEVATION AT BACK OF CURBS
- FL XXXX FINISH GRADE ELEVATION AT FLOW LINE
- TR XXXXX FINISH GRADE ELEVATION AT TOP OF WALL
- BR XXXXX FINISH GRADE ELEVATION AT BOTTOM OF WALL AT DOWN SLOPE
- PROPOSED MAJOR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- MINIMUM OPENING ELEV. (M.O.E.)
- MINIMUM BASEMENT ELEV. (M.B.E.)

LEGEND

- BENCHMARK
- STORM SEWER MANHOLE
- CATCH BASIN
- FLARED END SECTION
- SANITARY SEWER MANHOLE
- CLEANOUT
- WELL HEAD
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- SPRINKLER CONTROL VALVE
- SPRINKLER HEAD
- VALVE (WATER & GAS)
- GAS METER
- UTILITY RISERS
- UTILITY POLE
- LIGHT POLE
- GVY ANCHOR
- TRANSFORMER
- ELECTRIC METER
- HAND HOLE (ELECTRIC)
- MOUNTED LIGHT
- SOB
- SOL BORING
- BOLLARD POST
- POST
- GATE
- FENCE LINE
- OVERHEAD UTILITIES
- UNDERGROUND ELECTRIC
- COMMUNICATIONS
- TELEPHONE
- FIBER OPTIC
- COIL LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING BITUMINOUS SURFACE
- PROPOSED BITUMINOUS SURFACE
- EXISTING CONCRETE SURFACE
- PROPOSED CONCRETE SURFACE
- EXISTING GRAVEL SURFACE
- PROPOSED GRAVEL SURFACE

RESTORATION NOTES:

- EXISTING DITCHES TOPSOIL MAY BE USED IF APPROVED BY ENGINEER. IF NOT APPROVED, IMPORTED TOPSOIL MEETING PROJECT SPECIFICATIONS SHALL BE USED.
- RETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND MULCH ON BASIN BOTTOM. RETENTION BASIN SLOPES SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D5150 OR EQUAL. SEED MIX SHALL BE .5 P/W STORMWATER SEED MIX OR EQUAL ON BASIN BOTTOM AND 2 FEET VERTICALLY UP SLOPES; AND SUITABLE GRASS SEED MIX ABOVE 2 FOOT LEVEL.
- DETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH ON BASIN BOTTOM. DETENTION BASIN SLOPES SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D5150 OR EQUAL.
- ALL OTHER SLOPES STEEPER THAN 1 ON 4 SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D5150 OR EQUAL.
- ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH.

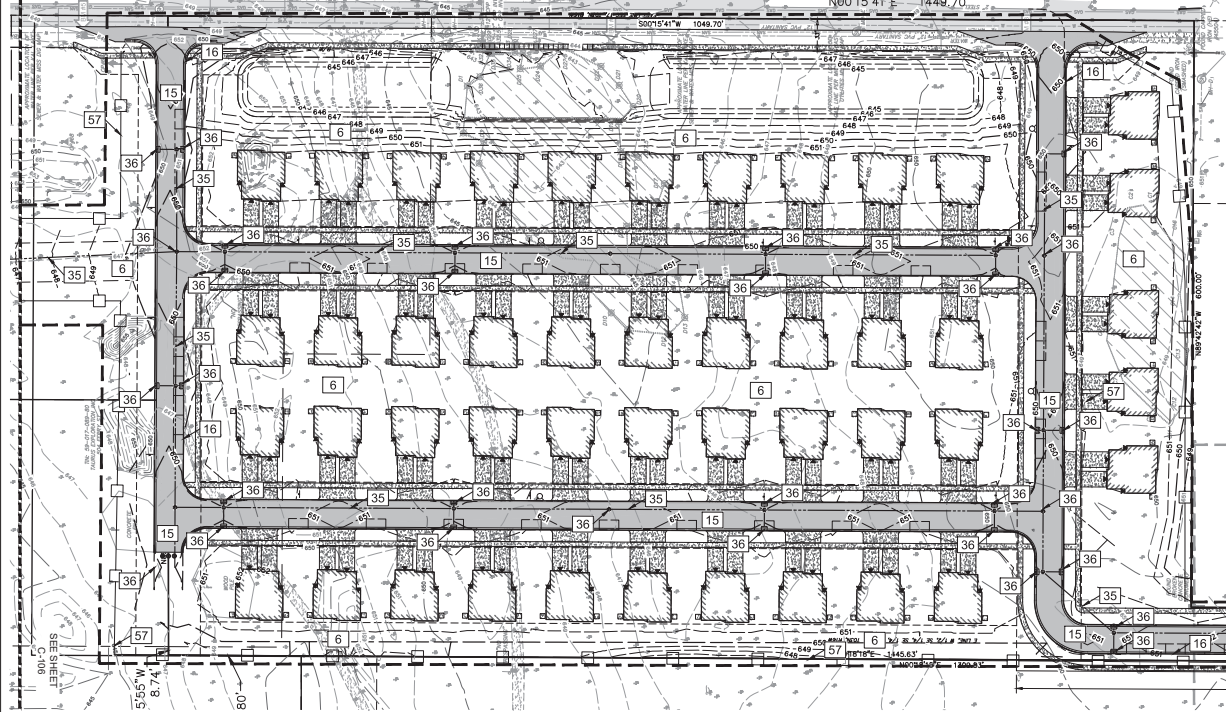


0' 30' 60' 120'
 SCALE: 1"=60'

ISSUED FOR APPROVAL

MARK TO LINE

FERRY STREET
 (60' WIDE PUBLIC RIGHT OF WAY)



GRADING NOTES:

- ALL SURFACES SHALL BE GRADED TO PROVIDE SMOOTH CONTOURING AND POSITIVE SLOPE AWAY FROM BUILDINGS, WITH NO POONDING OF WATER.
- IN ALL AREAS OF NEW CONSTRUCTION, GRADING, OR MATERIAL STOCKPILE AREAS, STRIP AND STOCKPILE EXISTING TOPSOIL PRIOR TO OTHER CONSTRUCTION ACTIVITIES.
- UNLESS OTHERWISE INDICATED, GRACES AND CONTOURS SHOWN REPRESENT FINISHED GRADE, AFTER PLACEMENT OF PAVEMENT, TOPSOIL, AND OTHER SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADJUSTMENT OF ALL EXISTING MANHOLES AND CATCH BASINS, FRAMES AND COVERS, VALVE BOXES, AND CLEAN-OUTS TO MEET FINISHED GRADE.

CONTINUED MAINTENANCE OF PERMANENT SESC MEASURES:

PROPERTY OWNER SHALL BE RESPONSIBLE TO MAINTAIN PERMANENT SESC MEASURES.

PAVING:
 REPAIR CRACKED OR DAMAGE PAVEMENT AS NEEDED.

SEEDING:
 RESPECT NEWLY SEEDED AREAS SUBSEQUENT TO ANTICIPATED GERMINATION DATE AND AFTER EACH SIGNIFICANT RAINFALL EVENT THAT PRODUCES RUNOFF UNTIL AREAS ARE STABILIZED.

REPAIR ERODED AREAS, APPLYING SUPPLEMENTAL SEED, MULCH AND WATER AS NEEDED.

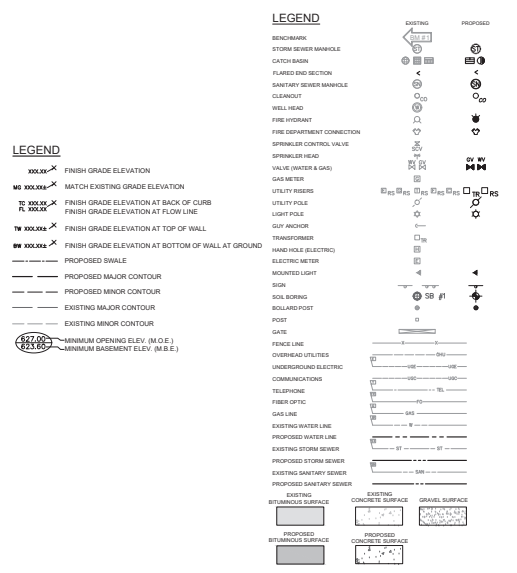
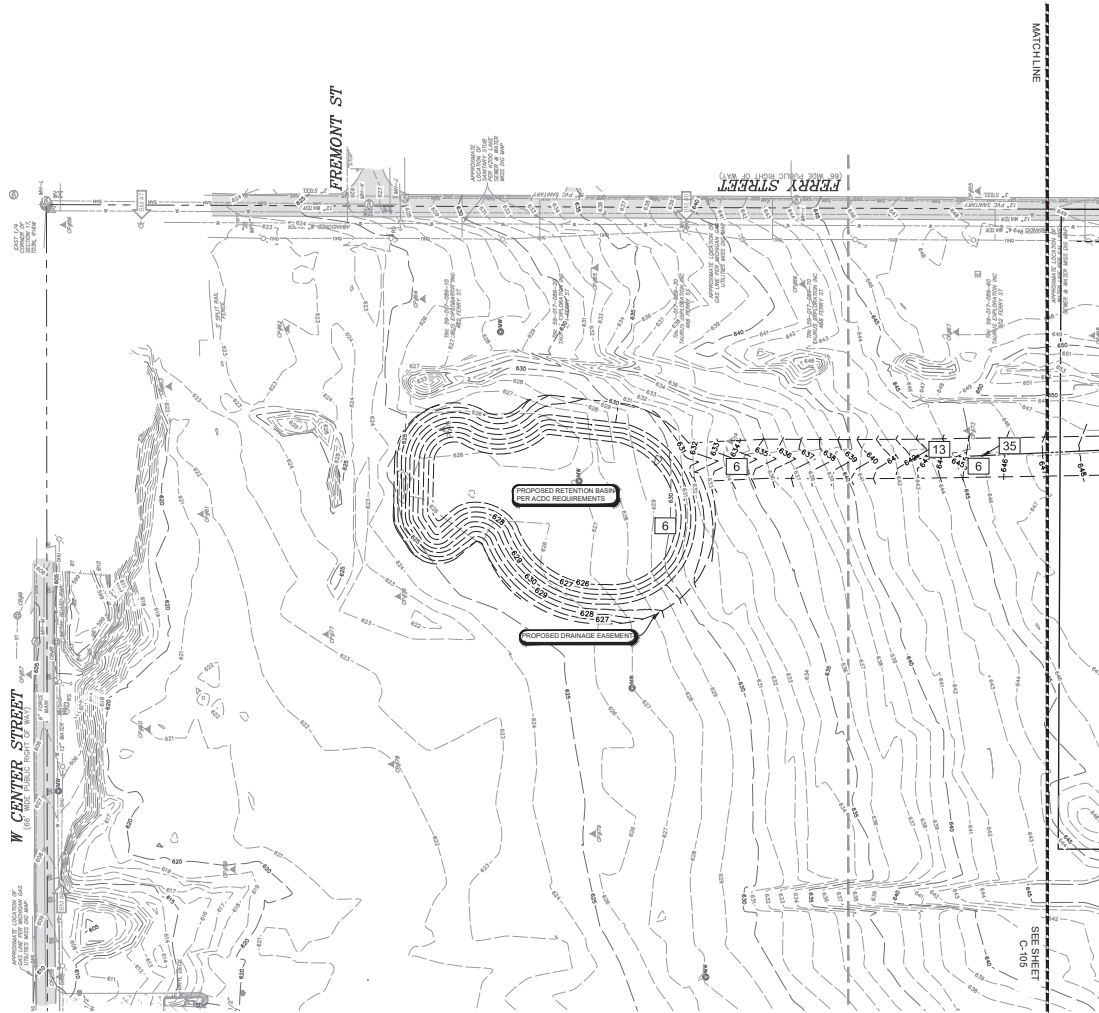
IF SEED DOES NOT ESTABLISH, CONDUCT SOIL TESTS, AMEND SOILS AS NEEDED, AND REAPPLY SEED AND/OR MULCH DURING THE RECOMMENDED GROWING SEASON.

TO ASSIST IN THE ESTABLISHMENT OF NATIVE SPECIES REMOVE UNWANTED COMPETING VEGETATION IN THE FIRST YEAR. MOWING CAN BE USED PERIODICALLY TO DISCOURAGE WEEDS.

6	SEEDING WITH MULCH AND/OR MATTING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGE WITH LOW VELOCITY. EASILY PLACED IN SMALL QUANTITIES BY UNEXPERIENCED PERSONNEL.
15	PAVING	PROTECTS AREAS WHICH CANNOT OTHERWISE BE PROTECTED. BUT INCREASES RUNOFF VOLUME AND VELOCITY. IRREGULAR SURFACE WILL HELP SLOW VELOCITY.
16	CURB & GUTTER	KEEPS HIGH VELOCITY RUNOFF ON PAVED AREAS FROM LEAVING PAVED SURFACES. COLLECTS AND CONDUCTS RUNOFF TO ENCLOSED DRAINAGE SYSTEM OR PREPARED DRAINAGEWAY.
35	STORM SEWER	SYSTEM REMOVES COLLECTED RUNOFF FROM SITE. INTENTIONALLY FROM PAVED AREAS CAN ACCEPT LARGE CONCENTRATIONS OF SANDY CONCRETE RUNOFF TO MANHOLES, SEWER SYSTEM OR STABILIZED OUTFALL LOCATION. USE CATCH BASIN TO COLLECT SEDIMENT.
36	INLET SEDIMENT TRAP	COLLECTS HIGH VELOCITY CONCENTRATION RUNOFF. MAY USE FILTER CLOTH OVER INLET.
57	SILT FENCE	USES GEOTEXTILE FABRIC AND POSTS OR POLES. EASY TO CONSTRUCT AND LOCATE AS NECESSARY.



Know what's below.
 Call before you dig.



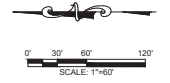
CONTINUED MAINTENANCE OF PERMANENT SESC MEASURES:
 PROPERTY OWNER SHALL BE RESPONSIBLE TO MAINTAIN PERMANENT SESC MEASURES.
 PAVING
 REPAIR CRACKED OR DAMAGE PAVEMENT AS NEEDED.
 SEEDING
 INSPECT NEWLY SEEDED AREAS SUBSEQUENT TO ANTICIPATED GERMINATION DATE AND AFTER EACH SIGNIFICANT RAINFALL EVENT THAT PRODUCES RUNOFF UNTIL AREAS ARE STABILIZED.
 REPAIR ERODED AREAS, APPLYING SUPPLEMENTAL SEED, MULCH AND WATER AS NEEDED.
 IF SEED DOES NOT ESTABLISH, CONDUCT SOIL TESTS, AMEND SOILS AS NEEDED, AND REAPPLY SEED AND/OR MULCH DURING THE RECOMMENDED GROWING SEASON.
 TO ASSIST IN THE ESTABLISHMENT OF NATIVE SPECIES REMOVE UNWANTED COMPETING VEGETATION IN THE FIRST YEAR. MOWING CAN BE USED PERIODICALLY TO DISCOURAGE WEEDS.

- SOIL EROSION & SEDIMENTATION CONTROL (SESC) NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH THE SESC PERMIT.
 - PLACE TEMPORARY SESC MEASURES AS INDICATED ON DRAWING PRIOR TO EARTH-MOVING AND GRADING ACTIVITIES.
 - CONTRACTOR SHALL AVOID THE UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER.
 - INSPECT AND MAINTAIN ALL TEMPORARY SESC MEASURES AFTER STORM EVENTS AND AS NECESSARY TO ASSURE PROPER FUNCTION.
 - ALL SOIL STOCKPILES LEFT UNDISTURBED FOR MORE THAN 7 DAYS SHALL HAVE PERIMETER SILT FENCE. ALL SOIL STOCKPILES LEFT UNDISTURBED FOR MORE THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
 - DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE AND PERMANENTLY STABILIZED WITHIN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
 - TEMPORARY SEEDING SHALL CONSIST OF GRASS AND/OR BARELY AT AN APPLICATION RATE OF 2 TO 3 LBS/1000 SFT MINIMUM APRIL 1 THROUGH AUGUST 31, OR ANNUAL RYEGRASS AT AN APPLICATION RATE OF NOT LESS THAN 2 LBS/1000 SFT AUGUST 1 THROUGH NOVEMBER 31, UNLESS OTHERWISE SPECIFIED. RE-SEED AND PLACE ADDITIONAL TOPSOIL IN ERODED AREAS AS NECESSARY UNTIL FINAL LANDSCAPING IS INSTALLED.
 - TEMPORARY SESC MEASURES SHALL REMAIN IN PLACE UNTIL ALL PERMANENT SESC MEASURES ARE INSTALLED AND VEGETATION IS UNIFORMLY ESTABLISHED. RE-SEED AND PLACE ADDITIONAL TOPSOIL IN ERODED AREAS AS NECESSARY UNTIL FINAL LANDSCAPING IS INSTALLED.
 - CONSTRUCTION OF SEDIMENT BASINS AND DIVERSION DITCHES SHALL BE COMPLETED PRIOR TO SITE CLEARING AND GRADING.
 - INSTALL INLET SEDIMENT TRAPS ("SILT SACK" OR EQUAL) IN ALL PROPOSED CATCHBASINS AS INDICATED ON THIS DRAWING. CLEAN INLET SEDIMENT TRAPS ON A DAILY BASIS AND AFTER RAIN EVENTS AS REQUIRED.
 - CONTRACTOR SHALL INSPECT AND CLEAN OUT ALL EXISTING AND PROPOSED STORM SEWER CATCHBASINS AND MANHOLES WITHIN THE PROJECT LIMITS, OR OUTSIDE THE PROJECT LIMITS IF SUBJECT TO CONSTRUCTION SITE RUNOFF, AS NECESSARY DURING CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE.
 - PLACE SILT FENCE ALONG DISTURBED AREAS WHERE SURFACE WATER WILL FLOW INTO EXISTING SWALES, DITCHES AND ADJACENT PROPERTIES. ANCHOR SILT FENCE TO PREVENT UNCONTROLLED RELEASE OF SILT LOADS WATER.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE DAILY SWEEPING OF TRACKED MATERIALS FROM ALL ROADWAYS.
 - THE SESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM MEASURES REQUIRED. DUE TO SITE ACTIVITIES AND SCHEDULES, ADDITIONAL MEASURES WILL LIKELY BE REQUIRED TO MAINTAIN SITE ACCORDING TO APPLICABLE STATE AND FEDERAL GUIDELINES AT NO ADDITIONAL COST TO THE OWNER.
 - ONCE SITE IS STABILIZED, ALL TEMPORARY SESC MEASURES SHALL BE REMOVED.

- RESTORATION NOTES:**
- EXISTING ONSITE TOPSOIL MAY BE USED IF APPROVED BY ENGINEER. IF NOT APPROVED, IMPORTED TOPSOIL MEETING PROJECT SPECIFICATIONS SHALL BE USED.
 - RETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND MULCH ON BASIN BOTTOM. RETENTION BASIN SIDEWALLS SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN DS150 OR EQUAL. SEED MIX SHALL BE 50% STORMWATER SEED MIX OR EQUAL, ON BASIN BOTTOM AND 2 FEET VERTICALLY UP SIDEWALLS, AND SUITABLE GRASS SEED MIX ABOVE 2 FOOT LEVEL.
 - DETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH ON BASIN BOTTOM. DETENTION BASIN SIDEWALLS SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN DS150 OR EQUAL.
 - ALL OTHER SLOPED TERRAIN THAN 1 ON 4 SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN DS150 OR EQUAL.
 - ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH.

- GRADING NOTES:**
- ALL SURFACES SHALL BE GRADED TO PROVIDE SMOOTH CONTOURING AND POSITIVE SLOPE AWAY FROM BUILDINGS, WITH NO PONDING OF WATER.
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6	SEEDING WITH MULCH AND/OR MATTING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGEWAYS WITH LOW VELOCITY. MULCH PLACED IN SMALL QUANTITIES BY UNEXPERIENCED PERSONNEL SHALL INCLUDE IMPROVED TOPSOIL, SEE USED WHERE VEGETATION IS NOT EASILY ESTABLISHED.
13	EFFICIENT FOR HIGH VELOCITIES OR HIGH CONCENTRATIONS	FORMS RUNOFF TO INFILTRATE SOIL, DISSIPATES ENERGY FLOW AT SYSTEM OUTLETS.
35	SYSTEM REMOVES COLLECTED RUNOFF FROM THE PARTICULARLY FROM PAVED AREAS	CAN ACCEPT LARGE CONCENTRATIONS OF RUNOFF. PRODUCTS RUNOFF TO ANCHORS, SEEDS, OR OTHER SHADDED OUTLET. LOCATION USE CATCH BASIN TO COLLECT SEDIMENT.



ISSUED FOR APPROVAL

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Engineering Surveying
Testing
 Holland, MI 616-396-0255
 Grand Rapids, MI 616-243-3800
 Kalamazoo, MI 269-544-1455
 Lansing, MI 517-898-6210
 Ypsilanti, MI 734-358-9483

FOREST GATE CONDOMINIUMS
 485 FERRY ST.,
 SECTION 17, TOWN OF 16W, CITY OF DOUGLAS, ALLEGAN CO., MI
 -FOR-
ARGENT MANAGEMENT GROUP, INC.
 PO BOX 571, DOUGLAS, MI 49606

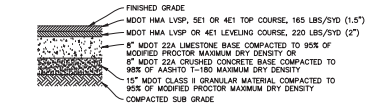
ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
2	PRELIMINARY REVIEW	06-09-2022
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13	CITY REVIEW	04-28-2023

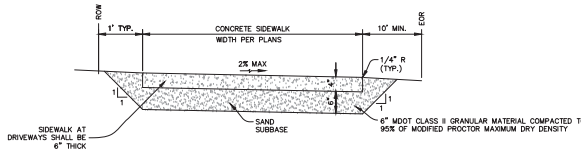
Project Manager: **JOHN TENPAS**
 Project: **2210328.1A**
 Sheet Title: **SOIL EROSION SEDIMENT CONTROL PLAN**
 Sheet #

C-106
 14 of 20



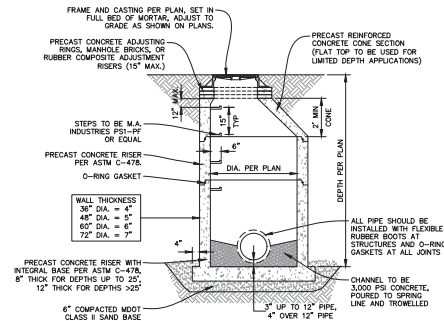


HMA PAVEMENT SECTION (STANDARD DUTY)
NO SCALE

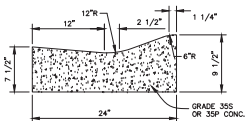


- NOTES:
1. CONTROL JOINTS SHALL BE PLACED AT SPACING NO GREATER THAN 8 FEET IN ANY DIRECTION.
2. INDIVIDUAL FLAQS SHALL HAVE LENGTH:WIDTH RATIO NO GREATER THAN 1.5:1.
3. ANY SIDEWALK CROSSING DRIVEWAY SPACES SHALL BE 6" THICK.

CONCRETE SIDEWALK
NO SCALE

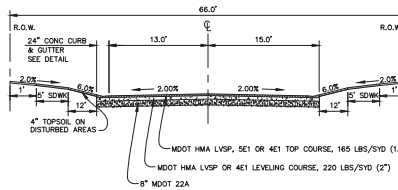


SANITARY MANHOLE
NO SCALE

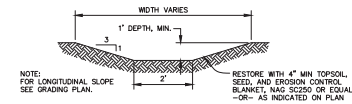


- NOTE:
1.) CONTRACTION JOINTS SHALL BE PLACED EVERY 10 FT.
2.) EXPANSION JOINTS SHALL BE PLACED AT 350 FT. MIN. AND AT ALL RADIUS POINTS.

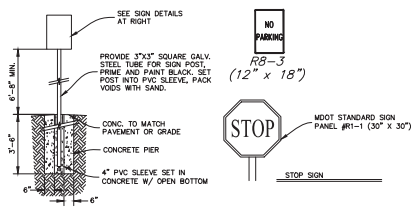
24" CONCRETE CURB
NO SCALE



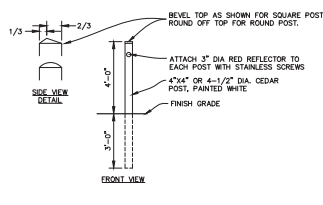
ROAD SECTION WITH CONCRETE GUTTER
NO SCALE



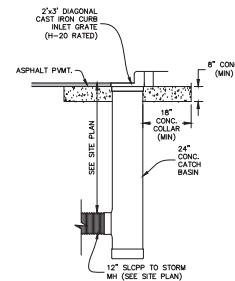
VEGETATED DITCH
NO SCALE



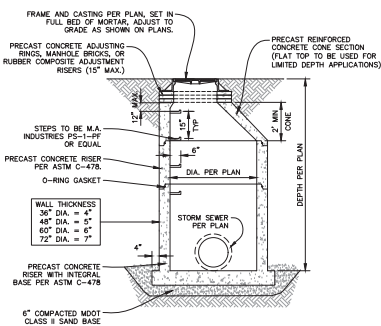
BARRIER FREE AND TRAFFIC SIGN DETAIL
NO SCALE



WOOD BOLLARD
NO SCALE



24" CONC. CATCH BASIN
NO SCALE



STORM MANHOLE
NO SCALE



Argenta Associates, Inc.

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FOREST GATE CONDOMINIUMS
SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
-FOR-
ARGENT MANAGEMENT GROUP, INC.
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

1	PRELIMINARY REVIEW	05-08-2022
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11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-26-2023

Project Manager:
JOHN TENPAS
Project:
2210328.1A
Sheet Title:

DETAILS

Sheet #

C-501
15 of 20

ISSUED FOR APPROVAL



Know what's below.
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DIVERSE | FLUSH MOUNT

57612 / 57613 / 57614 / 57631 / 57633 / 57636 / 57640 / 57641 / 57644
 57647 / 57651 / 57652 / 57654

Job Name : _____
 Job Type : _____
 Quantity : _____
 Comments : _____

- Die Cast Aluminum
- Fully dimmable with CL Triac Dimmers
- High powered LEDs create a brighter shine
- Approved for use in closets and storage spaces
- Reduces energy consumption and operating costs by up to 80% over incandescent downlights
- Easy to install: fits all standard 3" or 4" J-box
- Suitable for wet locations
- Innovative design runs cooler to maximize energy efficiency
- High-powered LED output creates brighter shine
- Energy Star Certified, CRI 90+
- ETL/cETL IP45



MSC030



RFK57652
Diverse Retro Fit W/O Bracket for 57652, 57613



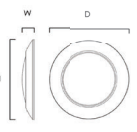
SILT SACK
NO SCALE

PRODUCT DESCRIPTION

This very compact LED flush mount easily installs on any 3.25" octagon box and gives the look of a recessed trim. Constructed of Die Cast Aluminum, the Diverse luminaire is dimmable and also approved for wet locations so it can be used in virtually any ceiling application, including showers.

MEASUREMENTS

MODEL	DIMENSION	57640	57641	57644	57651	57652	57654
57612	7.5"W x 1.25"H x 7.5"L	13"W x 0.75"H x 13"L					
57613	7.5"W x 1.25"H x 7.5"L						
57614	7.5"W x 1.25"H x 7.5"L						
57631	6.25"W x 1.25"H x 6.25"L						
57633	6.25"W x 1.25"H x 6.25"L						
57636	6.25"W x 1.25"H x 6.25"L						



WIRE LENGTH 8'L

LAMPING

MODEL	BULB TYPE	CRI	COL TEMP.	LUMENS RATED	DEL	DIMMABLE	INPUT
57612	13.5W AC Integrated LED 90+	90+	2700	1200	950	Triac	120V
57613	13.5W AC Integrated LED 90+	90+	3000K	1200	950	Triac	120V
57614	13.5W AC Integrated LED 90+	90+	4000K	1200	950	Triac	120V
57631	12W AC Integrated LED 90+	90+	2700K	1350	1100	Triac	120V
57633	12W AC Integrated LED 90+	90+	3000K	1080	850	Triac	120V
57636	12W AC Integrated LED 90+	90+	4000K	1080	850	Triac	120V
57640	28W AC Integrated LED 90+	90+	3000K	1080	850	Triac	120V
57641	15W AC Integrated LED 90+	90+	2700K	1350	1050	Triac	120V
57644	15W AC Integrated LED 90+	90+	4000K	1350	1050	Triac	120V
57647	15W AC Integrated LED 90+	90+	3000K	1350	1050	Triac	120V
57651	12.5W AC Integrated LED 90+	90+	3000K	1100	950	Triac	120V
57652	12.5W AC Integrated LED 90+	90+	4000K	1100	950	Triac	120V
57654	12.5W AC Integrated LED 90+	90+	4000K	1100	950	Triac	120V

Always consult a qualified electrician before installing any lighting product.



WESTERN DISTRIBUTION CENTER (HEADQUARTER)
 253 NORTH VINELAND AVE | CITY OF INDUSTRY, CA 91746
EASTERN DISTRIBUTION CENTER
 4200 SHIRLEY DR. | ATLANTA, GA 30336
 P. 626.956.4200 | F. 626.956.4225 | maximlighting.com

LIGHT PHOTOMETRICS
NO SCALE

FINISHES OPTION

- Bronze
- Satin Nickel
- White
- Black

Available in White (WT) finish only. Contact our Representative for special requests (MOQ may apply).

GLASS

White WT

MATERIAL

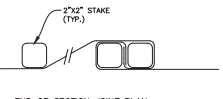
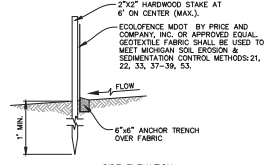
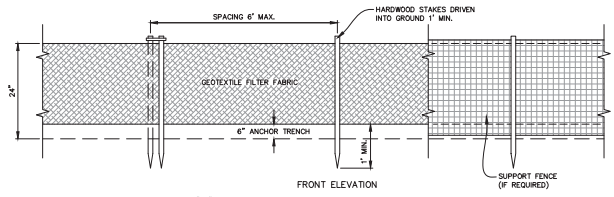
Polycarbonate, Die Cast Aluminum

RATINGS

- cETLus
- Wet Location
- Energy Star

ADDITIONAL

RATED LIFE 50000 Hours
 OPERATING TEMPERATURE:
 -20°C (-4°F) - 42°C (104°F)



SILT FENCE
NO SCALE



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 Ypsilanti, MI 734-368-9483

FOREST GATE CONDOMINIUMS
 SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO.
 -FOR-
ARGENT MANAGEMENT GROUP, INC.
 PO BOX 571, DOUGLAS, MI 49606

ISSUED FOR:

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11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-06-2023

Project Manager:
JOHN TENPAS
 Project:
 2210328.1A
 Sheet Title:

DETAILS

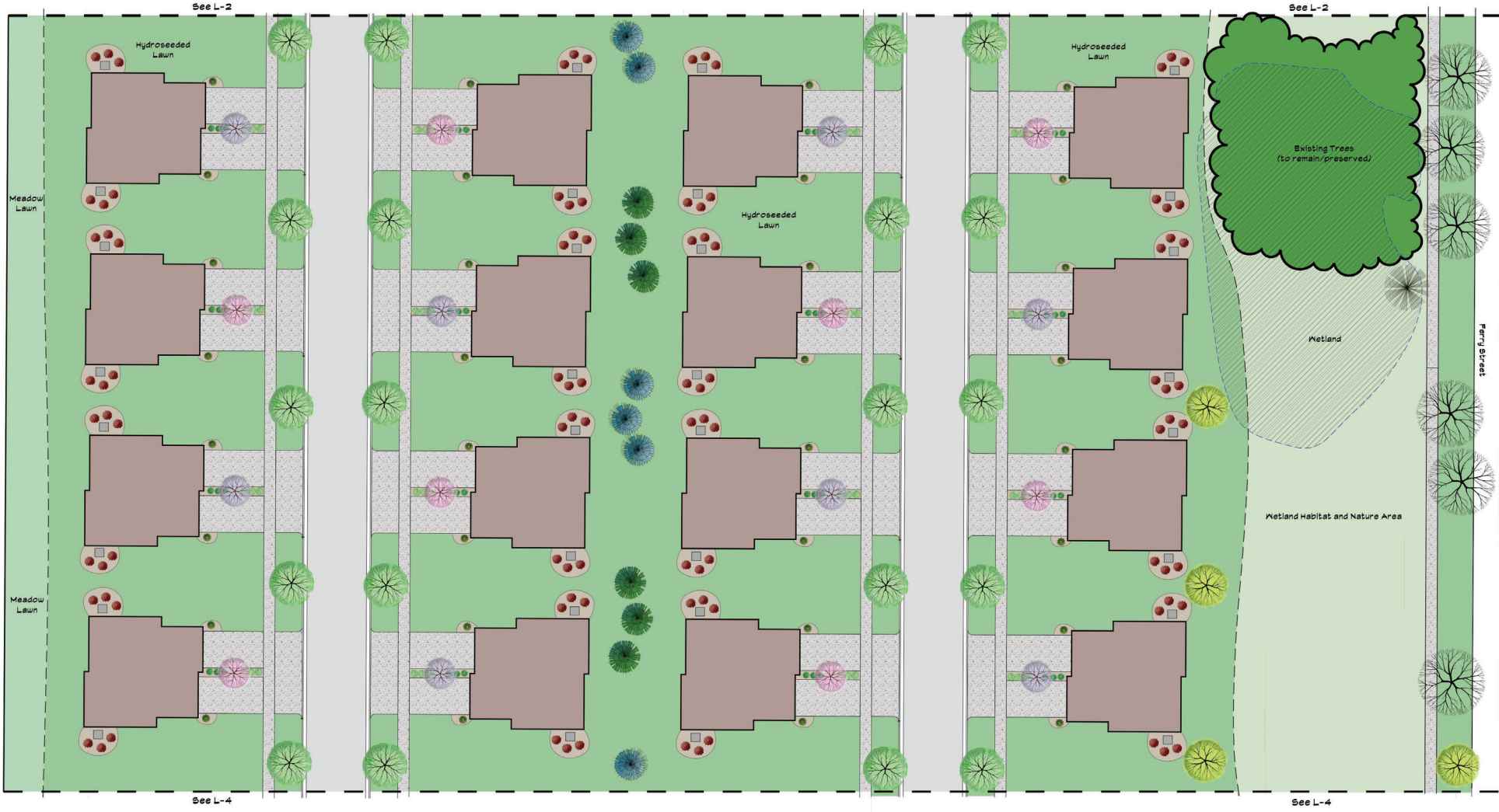
Sheet #

C-502
16 of 20

ISSUED FOR APPROVAL



Know what's below.
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See L-1 for Plant List, Details and Notes



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Landscape Plan Drawn By: Joyce E. Weise, P.L.A., A.S.L.A.

Forest Gate Condominiums
4855 Ferry Street, Douglas, Michigan

PROPOSED LANDSCAPE PLAN FOR:



PROJECT NUMBER: 081122

DRAWN BY: Joyce E. Weise P.L.A., A.S.L.A.

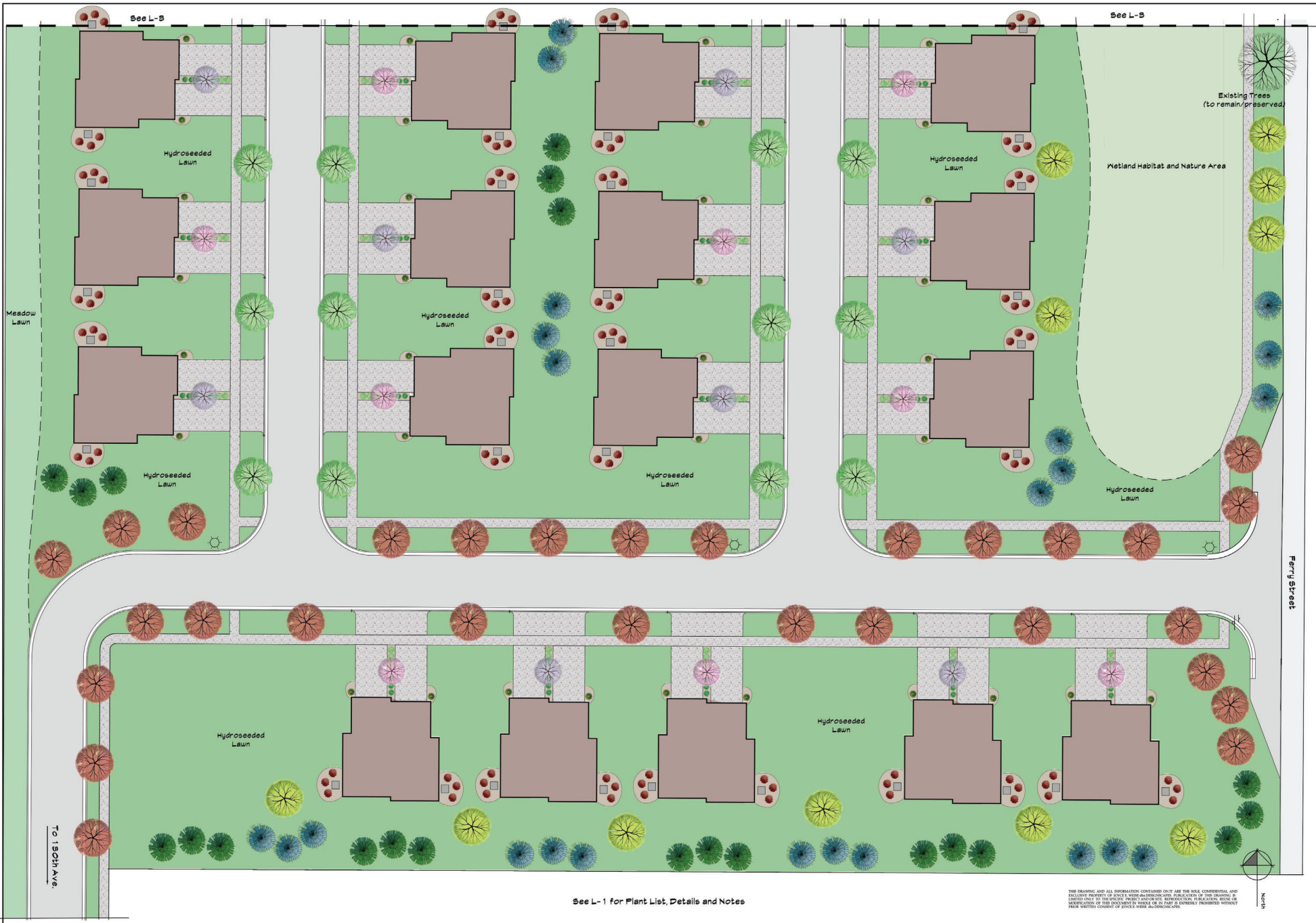
DRAWING DATE: 090922

ISSUED FOR:

04/21/21	Site Plan Approval
10/21/22	Revision
01/28/23	Revision
02/21/23	Revision
03/28/23	Revision

SCALE
1"=20'

SHEET NUMBER
L-3



See L-1 for Plant List, Details and Notes

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Forest Gate Condominiums
405 Ferry Street, Douglas, Michigan

PROPOSED LANDSCAPE PLAN FOR:



PROJECT NUMBER:	081122
DRAWN BY:	Joyce E. Weise, P.L.A., A.S.T.A.
DRAWING DATE:	090922
ISSUED FOR:	
04/21/22	Site Plan Approval
10/21/22	Revision
01/28/23	Revision
02/21/23	Revision
03/28/23	Revision

SCALE
1"=20'

SHEET NUMBER
L-4