



**THE CITY OF THE VILLAGE OF DOUGLAS  
PLANNING COMMISSION  
THURSDAY, DECEMBER 14, 2023 AT 7:00 PM  
86 W CENTER ST., DOUGLAS MI**

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**AGENDA**

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**To attend and participate in this remote meeting of the City of the Village of Douglas Planning Commission,  
please consider joining online or by phone.**

**Join online by visiting:** <https://us02web.zoom.us/j/84243222737>

**Join by phone by dialing:** +1 (312) 626-6799 | **Then enter "Meeting ID":** 842 4322 2737

**1. CALL TO ORDER**

**2. ROLL CALL**

**A.** Approval of December 14, 2023 Agenda (additions/changes/deletions)

**B.** Approval of November 9, 2023 Minutes (additions/changes/deletions)

Motion to approve: December 14, 2023 Agenda and the November 9, 2023 Minutes (Roll Call Vote)

**3. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES)**

**4. PUBLIC COMMUNICATION - WRITTEN**

**5. NEW BUSINESS**

**A.** Public Hearing - Centre Collective

-Motion to Open Public Hearing (Roll Call Vote)

a. Applicant Presentation

b. Public Comments (limit 3 minutes each, please)

c. Staff Remarks

d. Commissioner Questions

- Motion to Close Public Hearing, Recommend to City Council (Roll Call Vote)

**6. UNFINISHED BUSINESS**

- A. Master Plan Discussion

**7. REPORTS**

- A. Planning and Zoning Administrator Report
- B. Planning Commissioner Remarks (limit 3 minutes each, please)

**8. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES)**

**9. ADJOURNMENT**

**Please Note – The City of the Village of Douglas (the “City”) is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Laura Kasper, City Clerk, at (269) 857-1438, or [clerk@douglasmi.gov](mailto:clerk@douglasmi.gov) to allow the City to make reasonable accommodations for those persons. CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN**



**THE CITY OF THE VILLAGE OF DOUGLAS  
PLANNING COMMISSION  
THURSDAY, NOVEMBER 09, 2023 AT 7:00 PM  
86 W CENTER ST., DOUGLAS MI**

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**MINUTES**

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**1. CALL TO ORDER:** By Chair Buszka

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

**PRESENT**

Secretary Kelli Heneghan

Commissioner John O'Malley

Commissioner Neal Seabert

Chair Paul Buszka

Vice-Chair Louise Pattison

Also Present – Tricia Anderson, Williams and Works

City Manager, Lisa Nocerini

**ABSENT**

Commissioner Matt Balmer

A. Approval of November 9, 2023, Agenda (additions/changes/deletions)

B. Approval of September 12, 2023, Minutes (additions/changes/deletions)

*Motion by Seabert, seconded by Pattison, to approve: November 9, 2023, Agenda and the September 12, 2023, Minutes. Motion carried by unanimous roll call vote.*

**3. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES):** Suzanne Dixon – Stated her annual appeal of consideration of rezoning of the northern portion of the Myron property due to plume off from Haworth site, noting concerns with no safeguards in place, and may be better suited to downzone property. Tricia Anderson with Williams and Works will ask for information from PM Environmental regarding this and will provide it to Ms. Dixon.

**4. PUBLIC COMMUNICATION – WRITTEN:** No communication received.

**5. NEW BUSINESS**

A. Master Plan Audit Discussion – The official kickoff meeting discussion was led by Tricia Anderson from Williams and Works. She detailed implementation strategies, recapped the timeline for the master plan updates, and addressed questions from the commissioners.

- B. Master Plan Survey Discussion - Public Engagement Survey discussion led by Tricia Anderson, Williams & Works. The Commission refined the survey to include questions related to current issues and recommendations to render the most usable data. According to the revised timeline, the survey is anticipated to go live by the end of November 2023. The survey window will then close in mid-December.

**6. UNFINISHED BUSINESS:** None

**7. REPORTS**

- A. Planning and Zoning Administrator Report – Tricia Anderson discussed the possible upcoming Centre Collective preliminary condo review at the next meeting.
- B. Planning Commissioner Remarks (limit 3 minutes each, please) – Commissioners discussed further looking into form-based code, and ordinances with drive throughs. City Manager Nocerini suggested that the Commission form a sub-committee to work on the form-based code. Pattison attended a site plan review meeting at the township and discussed the importance of accepting complete site plans.

**8. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES):** No communication received.

**9. ADJOURNMENT:** Meeting adjourned at 9:50 pm.

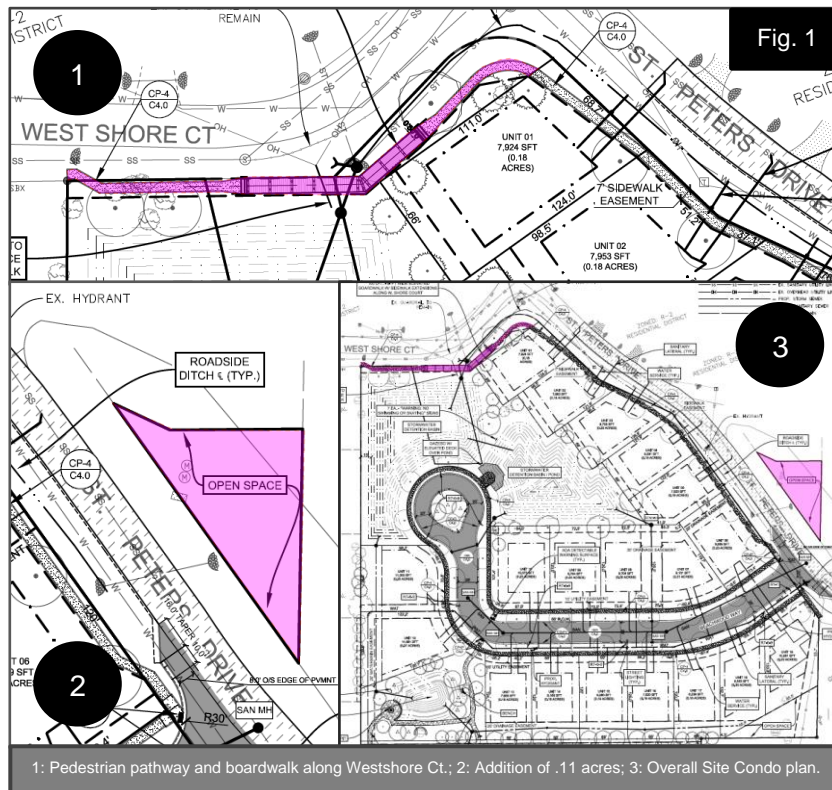


## MEMORANDUM

**To:** City of The Village of Douglas Planning Commission  
**Date:** December 1, 2023  
**From:** Tricia Anderson, AICP  
**RE:** **Centre Collective Preliminary Site Condominium Review – Boardwalk and Land Area Addition**

Mr. Jeff Kerr of Kerr Real Estate has submitted an application for review of some proposed changes to the preliminary condominium plan for a 19-unit single-family residential site condominium development on the northern 6.9 acres of 324 West Center Street. The site is generally located at the corner of St. Peters Drive and Westshore Drive. The current zoning of the subject site is R-4, Harbor Residential, which allows single-family homes by right. Proposed changes include the addition of a pedestrian pathway and boardwalk along the frontage of the subject parcel on Westshore Drive along with an added 0.11 acres (4,791.6 square feet) of land that was previously not included in the condo area (see Figure 1).

**Background.** The Planning Commission may recall that the subject property is comprised of several different parcels, with the five northernmost parcels and Pleasant Street right of way



being within the St. Peters Subdivision. This was brought to the Planning Commission's attention at the May 11<sup>th</sup>, 2023 meeting when the Commission considered the recommendation for a new configuration of the proposed condo as it relates to the road layout. The applicant modified the plan to remove the access point from Westshore Court, and have only one access point on St. Peters. The applicant also shifted the stormwater management plan and moved the majority of the storm detention to the area where the road was previously planned to connect the condo

to Westshore Ct. The Planning Commission may also recall that placing the stormwater infrastructure in a platted right of way would complicate things a bit, however, the steps to vacate the right of way were manageable, albeit somewhat cumbersome.

The Planning Commission made a favorable conditional recommendation to the City Council on May 11, 2023, for the approval of the Centre Collective residential site condominium plan, however, the applicant has not yet received final approval by the City Council. During the time following the May 11 Planning Commission meeting, the applicant has been taking steps to complete the conditions that were required prior to the City Council's consideration of the final site condo plan.

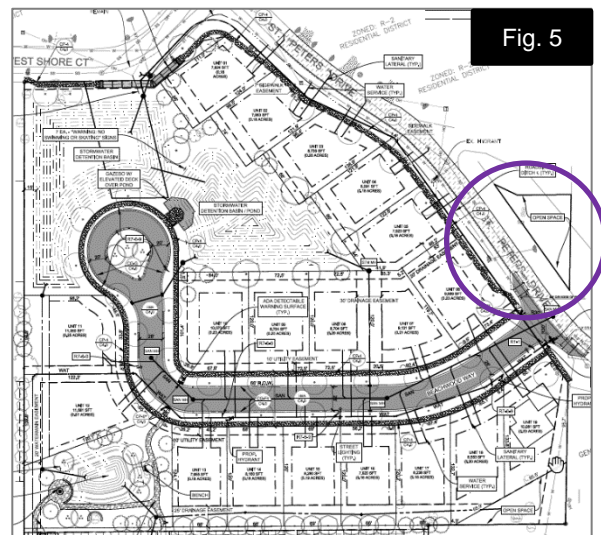
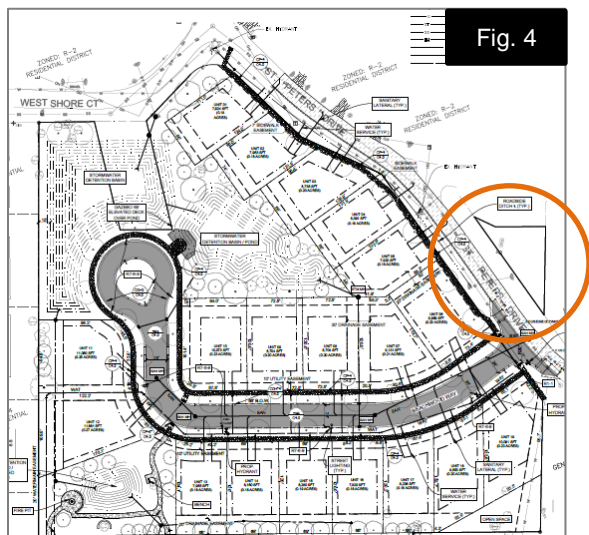
**Procedure.** As noted above, the applicant is proposing to add land area to the condo area and add substantial improvements not shown on the previous condo plan. Section 16.24(6)(b) indicates that when the City Council considers the final condo plan, it must be essentially identical to the preliminary condo plan which the Planning Commission based their recommendation on.

*16.24(6) Review and approval of Final Plans by City Council. (b) The final condominium project plan submitted by the applicant shall incorporate all of the recommendations, if any, made by the Planning Commission based on its prior review of the preliminary plan. If any of the Planning Commission's recommendations are not incorporated in the final plan, the applicant shall clearly specify in writing which recommendations have not been incorporated and the reasons why those recommendations have not been incorporated. Except for changes made to the plan as necessary to incorporate the recommendations of the Planning Commission, the final plan shall otherwise be identical to the preliminary plan which was reviewed by the Planning Commission.*

Because the land areas and proposed improvements were not previously represented in the plan that was recommended on May 11, 2023, procedurally, the Planning Commission must consider replacing the previous recommendation with a new recommendation based on the plan that shows the added land area and improvements.

The question has been asked regarding Section 16.24(11), Revisions of Approved Final Condominium Project Plan, and the categories of "major, minor and exempt changes", and why this section does not apply to the current situation. Simply put, the condominium project plan had not yet had any final approvals – only preliminary. This section applies to the procedure for plans that have previously received Council approval and the applicant later wishes to make a change.

**Added Land Area.** As noted in the previous section, the condo property is comprised of several parcels. The previous plan included only the portion of the highlighted parcel that is located on the west side of St. Peters Drive. The .11 acres of the parcel on the west side of St. Peters Drive was not included in the land area calculations, nor was it called out as open space. It appeared to be a separate parcel at the time the Planning Commission made its last recommendation, as shown in Figure 4 below.



The St. Peter's Subdivision was established in 1963, and sometime later, St. Peter's Drive was reconfigured, and presumably, cut through the parcel (previously 300 St. Peters Dr. PPN 59-016-034-00), leaving the .11 acres on the east side of St. Peters.

The applicant has incorporated this acreage in the land area table shown on Sheet C1.0 and has also included it in the open space common element of the proposed condo. This incorporation of added land is not planned to contain any improvements and does not affect the layout or increase the residential density.

**Boardwalk Addition.** The Planning Commission may recall at the May 11 meeting, there were several public comments related to the lack of pedestrian pathways along Westshore Court. When evaluating the last plan and the absence of pathways, our rationale for not requiring them was due to the Master Plan not addressing connectivity with sidewalks and other pedestrian pathways, however, we typically would recommend pedestrian pathways in circumstances like this because the City may not have another opportunity for such a developer-funded public improvement. It is our understanding that the public's desire for a pedestrian pathway has influenced the applicant to add this improvement to the plan.

The pathway will traverse over the proposed storm improvements and will require a boardwalk over a portion of it. The majority of the pathway is proposed within a public sidewalk easement and is located on private property. The boardwalk details have been provided on Sheets C4.0, C4.1, and C4.2.

**Site Plan Review .** We reviewed the plan set that contains a last revision date of 11/7/202 pursuant to the requirements Section 24.02 to ensure that the required information was provided relevant to the added land area and pedestrian pathway/boardwalk. We offer the following remarks:

- The boardwalk details for the pedestrian path have been included and reviewed by the City Engineer. The City Engineer's review assumed the details for the boardwalk are preliminary at this point and he has indicate that his final review of the boardwalk details will occur upon final approval by the City Council. Because the boardwalk is proposed as an improvement that will be for public use, the City has an interest in ensuring that the boardwalk design will is consistent with structural requirements. The City Engineer recommends that the boardwalk design details are also reviewed by a structural engineer prior to construction.

The City also may require a financial guarantee to ensure quality completion of the improvements that are for public use. Often this comes in the form of an irrevocable letter of credit, surety bond or cash deposit into an escrow account. We would recommend that the City Council include in their resolution to approve the final condominium plan an agreed-upon date or other timeframe by which the pedestrian pathways must be constructed. If the applicant fails to meet his obligation, the City can then draw on the financial guarantee to fund the cost of the improvement. Section 16.24(6)(d)(iii) allows the City Council to require such a financial guarantee:

*The City Council, in its discretion, may require reasonable performance guarantees or assurance deemed satisfactory in the circumstances and authorized by law. Such arrangements shall be conditioned upon faithful compliance with all of the provisions and requirements of the approved final condominium project plan, including any conditions thereto, and construction and placement of all the improvements required thereby. In its discretion,*

*the City Council may rebate or refund a proportionate share of the amount specified in a performance bond, letter of credit, or other written assurance, based upon the percent or other portion of improvements completed, as verified by the Council.*

- An ALTA survey was provided in the plan set considered by the Planning Commission prior to the road reconfiguration. The Planning Commission may request that the applicant provide a survey that shows the inclusion of the triangular land area that is proposed to be added to the condo property. Section 24.02(2) requires that the applicant provide proof of property ownership. The previous ALTA survey that was reviewed did not include the triangular land area proposed to be added.
- The landscaping plan does not include the pedestrian pathway and boardwalk on Westshore Court. It should be revised to include the pathway.

**Section 24.03 Site Plan Approval Standards.** The site plan approval has been reviewed against the standards that the Planning Commission must met in order to grant site plan approval. We have reviewed the standards as they relate to the proposed changes to the Centre Collective Site Condo plan, and accordingly, we offer the following remarks:

- 1) *Drainage: Site plans shall fully conform with the surface water drainage standards of the County Drain Commission and/or the US Corp of Engineers if applicable.*
- 2) *Traffic: Site plans shall fully conform with the driveway and traffic safety standards of the City, or as may be applicable, the Michigan Department of Transportation and/or the County Road Commission. Proposed traffic control measures (including signs) and proposed street or road names shall also be indicated.*
- 3) *Public Safety: Site plans shall fully conform with the applicable fire safety and emergency vehicle access requirements of the State Construction Code and the International Fire Code. Pedestrian circulation shall be reasonably isolated from the vehicular circulation system.*
- 4) *Erosion: Site plans shall fully conform with the County Soil Erosion and Sedimentation Control Ordinance.*
- 5) *Public Health: Site plans shall fully conform with the requirements of the Michigan Department of Public Health and the Allegan County Health Department.*
- 6) *Compliance: Site plans shall fully conform with all applicable state and federal statutes and City ordinances.*



- 7) *Hazardous Substances Management: The applicant shall demonstrate that reasonable precautions will be taken to prevent hazardous substances from entering the environment*
- 8) *Natural Amenities: The development shall preserve, insofar as practical, the landscape in a natural state by minimizing tree and vegetation removal, topographic modifications and degradation of sensitive environments.*
- 9) *Screening: Loading, unloading areas and trash receptacles shall be adequately screened. (See Article 21 and Section 19.6.6). Exterior lighting shall be arranged so that it is deflected away from adjacent properties and to that it does not impede the vision of traffic along adjacent streets. The site plan shall provide reasonable, visual and sound privacy for all dwelling units located therein or adjacent to the proposed site.*
- 10) *Signs: Site plans shall fully comply with the City Sign Ordinance*

**Remarks:** The site plan substantially meets the applicable standards, except for the requirement for the property owner to provide proof of property ownership or title commitment regarding the added land area. The Planning Commission may find that this standard *can be met* upon additional information submitted by the applicant.

**Section 16.24(7) Standards for Condominium Approval:** The Planning Commission's review and recommendation to the City Council will be based on the standards for Condominium Approval, as outlined in Section 16.24(7). We have reviewed the standards against the

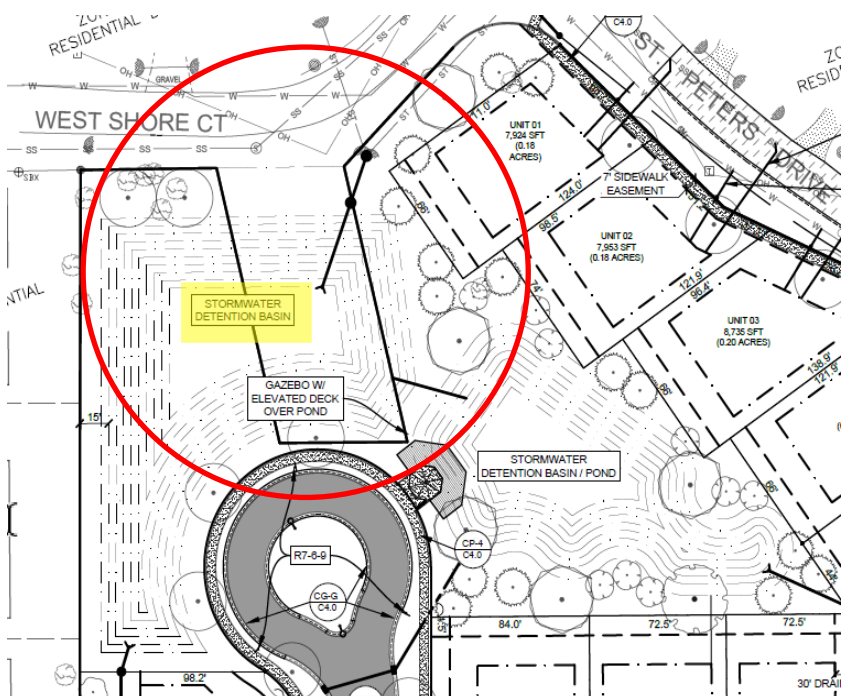
1. *The plan shall satisfy the standards and requirements for site plan approval in Article 19 of this Ordinance, except that if the condominium project is proposed as a Planned Unit Development, subparagraph (b) shall apply, rather than this subparagraph (a). If the condominium project is proposed as a Planned Unit Development, the plan shall satisfy the standards and requirements for approval in Article 27 of this Ordinance.*
- b) *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.*
- c) *Each condominium building shall comply with all applicable provisions of this Ordinance, including, but not limited to, minimum lot area, minimum lot width, required front, side and rear yards, and maximum building height and other minimum provisions of the*

*applicable zone district; provided, however, that if a condominium building is located in a planned unit development under Article 27, the City Council, upon recommendation of the Planning Commission, may approve departures or modifications in the requirements stated in this subparagraph (d), under the terms of Section 27.4 of this Ordinance.*

- d) 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.*
- e) Private streets may be permitted to provide access to and throughout a condominium project, subject to the following requirements.*

**Remarks:** The condominium plan substantially meets the applicable standards. These standards will be applied upon the City Council's review and consideration of the final condominium plan. Some standards *may be met* once the requirements and conditions have been completed.

**Plat Vacation and Deed Restrictions.** The Planning Commission will recall that the complexity of this development is tied the applicant's need to vacate the Pleasant Street right of way in order to place permanent improvements in that right of way for the benefit of the co-owners of the site condominium. The other property owners in the plat have rights to the right of way and consent must be granted by 100% of the plat owners in order for the City to abandon their interest in improving the right of way and approving the vacation. This process is laid out in the Land Division Act and is being facilitated by the City Attorney. It came to our attention after the Planning Commission's previous approval that the plat contains deed restrictions that require specific dimensions that the current condo plan does not meet. In order for the City Council to approve the final condominium plan, the deed restrictions must be lifted by consent of the plat owners. The applicant has indicated that the consent is "fully executed"



however, this step has not yet been completed as it involves the recording of a document to that effect. This portion of the process is in the hands of the City Attorney and is addressed in a revised condition requiring the plat vacation and lifting of deed restrictions *prior* to the City Council's review.

**Recommendation.** At the December 14<sup>th</sup>, 2023 meeting, the Planning Commission will hold a public hearing. Careful consideration should be given to public comments, applicant comments and the memorandums from planning, engineering, and the City Attorney. We also recommend that the Planning Commission carefully review the added conditions (and add any others deemed necessary) in the table below if it is inclined to offer a favorable recommendation to Council for the approval of the final condominium plan.

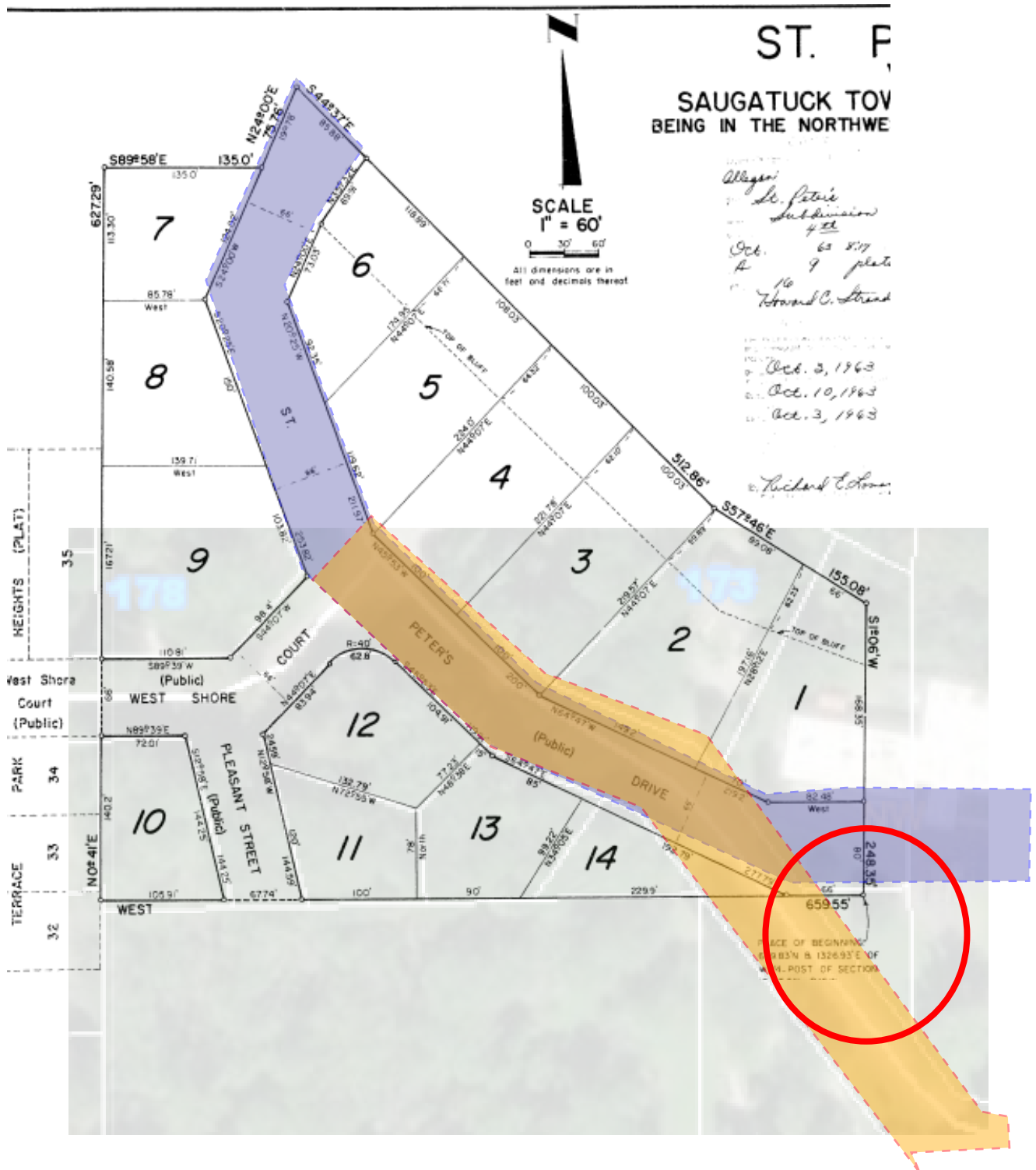
**Existing and Recommended Conditions:**

Condition	Addressed?
1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.	<b>Partially Met</b>
2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.	<b>Partially Met</b>
3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters.	<b>Pending</b>
4. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.	<b>Met</b>
5. The applicant shall insert language into the Master Deed and bylaws regarding the trees proposed trees along the rear yards of lots 13-17 that prohibit their removal unless dead or diseased.	<b>Met</b>
6. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.	<b>Pending</b>
7. 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	<b>Met</b>
8. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23.	<b>MBO table provided, revised per approved stormwater design</b>



9. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.	<b>Pending</b>
10. 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.	<b>Pending</b>
11. 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.	<b>Pending</b>
12. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney	<b>Pending</b>
13. The applicant shall provide an updated ALTA survey which provides assurance that the Section 24.02(2) is met, prior to Council review of final condominium plan.	<b>NEW</b>
14. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to Council review of final condominium plan.	<b>NEW</b>
15. The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St. Peters Drive.	<b>NEW</b>
16. The design details of the boardwalk shall be reviewed and approved by a licensed structural engineer prior to any construction of the pathways.	<b>NEW</b>
17. (added condition)	
18. (added condition)	
19. (added condition)	

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

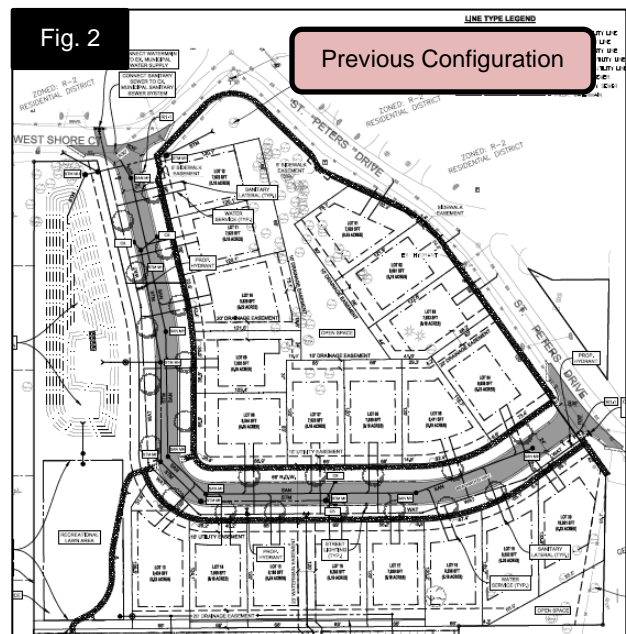
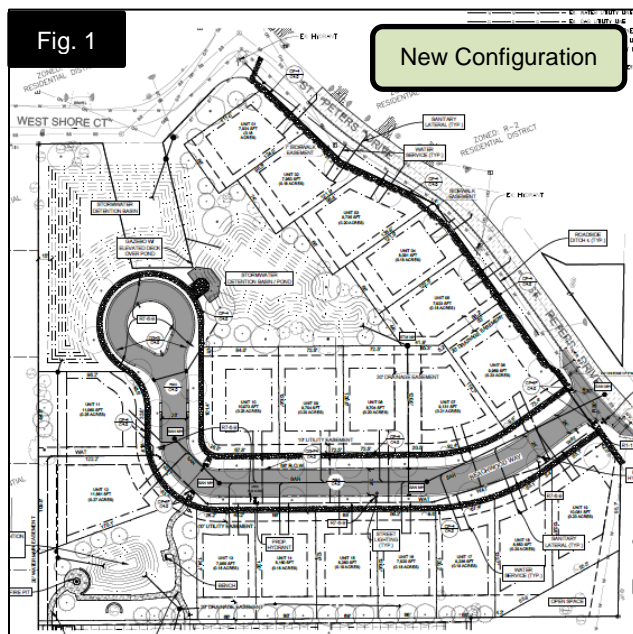


## MEMORANDUM

**To:** City of The Village of Douglas Planning Commission  
**Date:** May 3, 2023  
**From:** Tricia Anderson, AICP  
 Andy Moore, AICP  
**RE:** **Centre Collective Preliminary Site Condominium Review (New Configuration)**

Mr. Jeff Kerr of Kerr Real Estate has submitted an application for review of the preliminary plan for a 19-unit single-family residential site condominium development on the northern 6.9 acres of 324 West Center Street. The site is generally located on the north side of West Center Street, between the intersections of North Ferry Street/West Center Street, and North Blue Star Highway/West Center Street. The current zoning of the subject site is R-4, Harbor Residential, which allows single-family homes by right.

**BACKGROUND.** This site was previously zoned R-2 and received rezoning approval for R-4 in May of 2021. At one time, the subject site was planned for a PUD that would include residential on the northern 2/3 of the site and commercial on southern 1/3 of the subject site that has frontage on West Center Street. On December 8, 2022, the Planning Commission conditionally offered a favorable recommendation to the City Council for the preliminary site condominium plan. In March of 2023, the applicant made some changes to the configuration and connectivity of streets, as well as the layout of the lots and location of the stormwater management facilities (see Figures 1 and 2). We met with the applicant and the Site Plan Review Committee on April



12, 2023 to discuss and provide feedback on the initial submittal of the newly configured proposed site condominium development.

The updated plan still proposes the following improvements (added improvements shown in bold):

- **19** single-family units ranging from 7,920 square to 11,681 square feet in area giving a density of 2.71 units per acre (previously 20 units).
- Public street connecting St. Peters Drive **and ending in a cul-de-sac containing a landscaped island.**
- Sidewalks along the frontage of St. Peters, on both sides of internal streets.
- Street trees, **located just outside of the utility easements in the St. Peters right-of-way, on individual units to avoid potential root system conflict with utility infrastructure.**
- Stormwater management facilities and infrastructure **now proposed in the northwest corner of the site, partially within a platted road right of way.**
- Public water and sanitary sewer.
- **1.9 acres of** open space within a common element.
- **Gazebo and elevated deck to overlook ponds.**
- **Gathering space, bench and fire pit area in southwest corner of subject site.**
- **Stone dust path (confirmed to be ADA compliant per applicant) which connects the site condo to the gathering spaces in the southwest corner of the site and the mixed-use development to the south.**

**Procedures.** The Planning Commission is again tasked with making a recommendation to the City Council on the new configuration of the preliminary site condo development plan based on the plan. If a favorable recommendation is made, the City Council will review the *final site condominium plan* against the standards contained within Section 16.24(7), Standards of Approval.

**Review.** The revised plans dated 4/26/23 have been reviewed pursuant to the following articles of the City of the Village of Douglas Zoning Ordinance:

- Article 7, Harbor Residential District, Section 7.02.C. Site and Building Placement Standards
- Article 24, Site Plan Review, Section 24.02, Data Required
- Article 16, General Provisions, Section 16.24, Condominiums

□ **Article 24, Site Plan Review.** Section 24.02 of the Zoning Ordinance outlines the information required for site plan review. Areas that are of special consideration, along with our remarks are below:

- ▷ *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(2)21 of this Section.*

**Remarks:** As a refresher, in the original submittal, the applicant provided a Phase 1 Environmental Assessment and wetland delineation which would speak to the impact on the natural environment. The EA revealed no recognizable environmental conditions and the wetland delineation revealed two small pockets of wetlands, however, they are not regulated due to their small size.

The applicant also submitted a traffic study which was updated when the development was broken into two separate developments (site condo to the north and mixed-use to the south). The recommendations from the traffic study are shown below. The applicant acknowledges these required improvements and will need to coordinate any modifications to the signal and to the Center Street right of way with the City's DPW. This is a recommended condition of approval.

#### 10 RECOMMENDATIONS

Fig. 3

*The recommendations of this TIS are as follows:*

- Update the existing signal timing at Blue Star Hwy, & W. Center St. to reflect current clearance intervals and optimize the signal timing with the addition of the proposed development traffic.
- Provide a right-turn taper on Center Street at the proposed SE. Site Drive.

- ▷ 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.*

**Remarks:** Individual driveway locations that serve the single-family lots are subject to change as the project comes to fruition and building permits are issued. The applicant is planning to provide sidewalks along the frontage on St. Peters Drive. **Upon further review of the cost/benefits of providing sidewalk on the Westshore Drive frontage, the applicant has decided to remove them from the plan, due to unfavorable grades and low, wet areas. We would support this decision.** A pedestrian connection is also proposed to the proposed mixed-use development to the south.

- ▷ 24.02(12) *A landscaping plan indicating the locations of planting and screening, fencing, and lighting in compliance with the requirements of Article 21. Also, proposed locations of common open spaces, if applicable.*

**Remarks:** Section 21.01(5)(c) below requires trees to be planted along public rights of

way. In light of the City Engineer's concern with trees being planted *in* the right-of-way, we have made the interpretation that the ordinance language does not require the trees to be *in* the right-of-way, but *along* the right-of-way. The concern with trees being planted in the right of way is valid, as tree roots have the potential to cause damage to utility infrastructure as the trees age and root systems expand. Our suggestion to the applicant was to place the trees along the ROW line, just inside the back of the sidewalk, as shown in Figure 4.

Section 21.01(5)(c) Landscaping **along public rights of way** shall include a minimum of one (1) tree at least fifteen feet in height or a minimum caliper of three (3) inches (whichever is greater at the time of planting) for each thirty (30) lineal feet, or major portion thereof, of frontage abutting said right of way. Tree species shall be selected from the City of Douglas recommended species list. The remainder of the landscaping within the right of way shall comply with the recommendation of the Blue Star Corridor plan or other streetscape plans on file at the time of application and may include grass, ground cover, shrubs, and/or other natural, living, landscape material.



- ▷ 24.02(13) 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.

**Remarks:** The proposed development provides drainage easements in the rear yards of the site condominium lots where an 18" storm main is planned to be buried. Along the rear yards of lots 13-17 the required trees are proposed to serve as a buffer between the commercial and residential. The tree line must be maintained as part of the approval of

the mixed-use development to the south, thus, some language should be added to the site condo's Master Deed indicating that they are to be conserved unless dead or diseased.

- **Article 16, General Provisions, Condominium Review.** Section 16.24(4)(a) and (b) outlines the additional information that must be submitted for review as it pertains specifically to condominium developments:

- ▷ *16.24(4)(b)(iv) 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.*

**Remarks:** The applicant provided a draft master deed with the original submittal, and it is our understanding that it is still developing. A condition to require the City Attorney's review prior to its recordation is appropriate and is recommended. This step should take place after the City Council's approval of the final site condominium plan.

- ▷ *16.24(4)(b)(v) A storm drainage and a stormwater 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.*

**Remarks:** This information has been provided and has been reviewed by the City's Engineer, who has provided a detailed memorandum with his findings.

- ▷ *16.24(4)(b)(vi) 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.*

**Remarks:** The preliminary layout of public utilities and storm infrastructure, as well as any proposed easements, has been provided. The appropriate agencies will review this information in detail during the Final Site Condominium stage of review by the City Council.

- **Article 7, R-4 Uses and Dimensional Minimums.** The proposed site condominium development must meet the minimum dimensional standards and permitted uses contained within Article 7, R-4, Harbor Residential.

**Remarks:** The preliminary site condominium plan appears to comply with the permitted uses, minimum standards for lot area, frontage, and building envelopes outlined in this section.



**Recommendation.** At the May 11<sup>th</sup> meeting, the Planning Commission should take into consideration the proposed changes and the comments from ours and the City Engineer's memorandums, as well as any additional information to be provided by the applicant. At this time, it is our recommendation that the Planning Commission forward a favorable recommendation to the City Council for the review of the final site condominium plan, subject to the following conditions:

1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.
2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.
3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters.
4. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
5. The applicant shall insert language into the Master Deed and bylaws regarding the trees proposed trees along the rear yards of lots 13-17 that prohibit their removal unless dead or diseased.
6. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.
7. 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
8. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23.
9. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.
10. 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.
11. 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.

Please feel free to reach out with any questions or comments.

**From:** [Keast, David](#)  
**To:** [City Manager](#); [Anderson, Tricia](#)  
**Subject:** Centre Collective Package for new PC Submission  
**Date:** Monday, December 4, 2023 12:01:36 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)

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I have reviewed the Package Tricia sent this weekend.

The only thing new from my perspective is the Bruce Callen Memo requesting vacation of the Pleasant Street ROW and stating the applicant's justification for Council approval. If the PC recommends approval of the revised Plan on 11/14, I recommend that the City begin the process of scheduling the request for vacation for City Council hearing, and by providing the public notice of that hearing as generally required by the City, in addition to notice by certified mail to all Owners in the St Peter's Subdivision.

We should discuss this before actually completing these steps after my return on 11/15, but I believe it appropriate that I advise Rypma, again, that, while the City Administration will submit the matter for Council determination, it may not support the request if the applicant has not taken sufficient steps toward completion of the other Land Division Act requirements as will provide assurance that the claimed "public benefit" will be realized.

I don't believe that the applicant meets that standard currently – the Land Division Act requirements for a recorded agreement of all St Peters Owners has not been met, and really could not be because the Replat had not (and, per Rypma, still has not) been prepared or, therefore, submitted for Owner review to obtain the Consent now claimed. Moreover, the supposedly "fully executed Consent" is not, in fact, fully executed; evidence of the death of the non-signing party and the authority of persons signing on behalf of Owners who are trusts or corporations has not been provided; and the general power of attorney within the Consent is not a durable power of attorney, as is required by law. Lastly, a termination of the use restrictions which will prevent development of the property in accordance with the proposed Plan has not yet been recorded.

As to the request for City Council submission for condominium site plan approval, while not addressed by statute or case law, I continue to urge that this not be considered before the City has determined whether to vacate the Pleasant Street ROW. Of course, the Planning Commission also may have something to say about that since the title to and the absence of inconsistent property interests should be intrinsic to its determining to recommend, or not, is a Zoning Ordinance required element of every Plan and, unfortunately, has not yet been demonstrated.

Dave

**David S. Keast**

**From:** Ken Bosma

**Sent:** Monday, October 30, 2023 8:04 AM

**To:** Keast, David <[DKeast@plunkettcooney.com](mailto:DKeast@plunkettcooney.com)>; Anderson, Tricia <[Anderson@williams-works.com](mailto:Anderson@williams-works.com)>

**Cc:** City Manager <[citymanager@DouglasMI.gov](mailto:citymanager@DouglasMI.gov)>

**Subject:** RE: [External] Centre Collective - latest Council Resolution draft and list of outstandings

As far as non-legal issues, I think the following are needed:

1. ~~"I did not see any call out for ADA Ramp at St. Peters Drive (north end)." (See October 27, 2023 email attached.)~~
2. ~~"The easement area for the sidewalk is not correct for C2.2. You were including all the way to the west end per your last email." (See October 27, 2023 email attached.)~~
3. I have not seen ACDC's approval letter for construction plan approval yet. P&N issues a recommendation letter, but the final letter must come from ACDC. (I am guessing this is because the fees may not be paid up. (See our letter dated August 14, 2023.)
4. Signal and taper lanes timing – see response in our August 23, 2023 email.  
**A note should be added that the signal timing should be optimized for current and added traffic volumes (not the developer's responsibility, but more of a prompt for the signal operator to do it [DPW?])** *The intent in our review letter dated June 14, 2023 was to have the developer acknowledge they need to review this and come to an agreement with the City on what needs to be done prior to final approval or acceptance of the new construction. Maybe the resolution can be revised to address that the City and developer will have an agreement in place as to what will be required of the developer prior to the first building permit being issued. Based on the information, the actual work may not be required until all the homes are constructed; the City may need to do some work prior, but more discussion should be had on this. I am open to suggestions on this.*
5. The construction schedule was submitted to us on August 16, 2023. We noted in an email dated August 23, 2023 that we found this acceptable. Please note that this schedule has likely changed in light of the project not moving forward in a reasonable time frame. The City will need to decide if they want this updated, or if the original schedule that gives the progression of the project is adequate.

Let me know if you have any questions.

**Kenneth A. Bosma, P.E.**

**Prein&Newhof**

t. 616-394-0200 d. 616-432-6691

f. 616-364-6955

[Website](#) | [Blog](#) | [LinkedIn](#)

August 14, 2023  
2230428

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

RE: Centre Collective Site Condominiums and Multi-Use Commercial Construction Plan Review  
City of Douglas – Section 16

Dear Bruce:

Our office has reviewed the *revised* construction drawings dated *August 10, 2023* and calculations dated *August 2, 2023*, and submitted to our office *August 14, 2023* via email. The following are our comments as it relates to the above noted submittals. *The original review was completed on April 13, 2023; the comments in red were completed on June 13, 2023; the comments related to this review are in blue italics.*

1. This phase of this project is proposed to contain 19 single family units on about 6.8 acres. The multi-use commercial development's drainage is also part of this development. The commercial development includes four buildings and associated parking on about 3 acres.
2. The following items are noted regarding the calculations:
  - a. LGROW spreadsheets were provided with additional calculations. The LGROW spreadsheet needs to be revised to have a minimum of three sub-districts where the pond area is the only item in the third sub-district. *The Water Quality portions of the spreadsheet do not appear accurate as the water quality flow through each device should be only included. The water quality for each area must shown as being met, not in total as they are not connected sub-districts. In addition, the detention pond should only be shown it what sub-district it lies. This was revised.*
  - b. A watershed exhibit must be provided for the drainage. *This was provided, but reviewing the County GIS it appears that additional off-site areas should be included (east of St Peters Drive, parcels southeast of the development, portions of parcel to the west of the development.) This will impact overall calculations. This was revised as shown on C2.3.*
  - c. No calculations were provided for the storm sewer system that will become a County Drain. *This still was not provided. These were provided.*
3. The following items are noted regarding the construction drawings:
  - a. The soil borings need to be provided on the drawings. The soil borings provided do not seem to correlate with the site. Several ground elevations do not match current

Mr. Bruce Callen  
August 14, 2023  
Page 2

topography. *These soil borings still do not align with the ground elevations noted on the boring logs. Per June 21 submittal, these have been revised.*

- b. No information was provided to indicate that these are to be wet ponds, but this was noted in an earlier meeting. This information needs to be on the drawings. *It appears the southwest forebay will remain wet and the residential pond will remain wet. We suggest that these better labeled over the ponds rather than what is shown on C3.1 (this also does not provide information on the residential pond.) The water levels are shown on C2.0*
- c. The detention pond is shown over an existing right-of-way. This will need approval from the City to use it that way. *Per the submittal, this is being review with the attorneys. This is being worked on with the City's attorney.*
- d. Please note how St Peter's Drive will be drained as driveways are installed. *It appears that most will by pass the new yard drain. We need information on the existing pipe size and grade and calculations to show this will convey the stormwater if this is the intent. Please note that 8" pipe will not be allowed; the culverts must be a minimum of 12" diameter pipe that meets Class A per MDOT 2020 Standards. The minimum length is 24 feet or width of drive plus 2 x 1 on 3 slope from finished driveway elevation to drain flow line, whichever is greater. This was addressed in the final submittal.*
- e. Sheet C2.0
  - i. No information was provided for the storm sewer along the west property line (this was shown in the commercial development plans) nor the south property lines. *This information was provided on C3.1*
  - ii. It appears the south storm sewer along the south line will be submerged; this is not approved. All County storm sewer must be shown in profile. *Profiles on C3.1 do not show this as submerged. Storm sewer from the streets needs to be shown on profile. These are shown on C3.2*
  - iii. 15 feet of open area is needed around the ponds for maintenance; this needs to be revised from what was designed. We also note that landscaping is proposed in the easements. If landscaping is a requirement of the City, the Drainage District will not be responsible for removal or replacement if needed for maintenance of the system. *The 15 foot dimension is shown on C2.0. We note the landscaping was revised, but there is still some shown in the pipe easements. These appear corrected. We note additional easement was requested along West Shore Court and there is landscaping shown in that easement. ACDC may allow, but notes that if maintenance is needed and the tree/landscaping has to be removed, the drainage district will not replace.*
  - iv. The pond as sized (88,792 c.f. + residential forebay above elevation 619) does not appear to meet the required storage volume. *This is still not resolved as*

Mr. Bruce Callen  
August 14, 2023  
Page 3

*the residential pond accounts to elevation of 611, yet the connecting pipe is at 619. We would expect water to be in the pond area to 619, so that is where the storage volume must occur. This has been resolved. The connecting pipe was revised to 615 and pond elevation adjusted to 620.*

- v. A detail of the outlet structure needs to be included on the drawings. *This was included on C4.0.*
  - vi. The storm sewer in the road must be concrete. If HDPE pipe is used, mandrel testing and CCTV must be completed 30 days or more after installation. *The storm sewer was revised to be concrete; the note of testing must be added to the drawings. Testing note was added to C3.2*
  - vii. Will sump discharge lines be needed? Please show if needed. *Sump lines were not included in the plans. Sump lines were noted on C2.0.*
  - viii. Minimum basement openings were shown, but minimum floor elevations will also have to be shown. *There are units adjacent to the residential pond that will have floor elevations below the design water level of 619. This will need to be addressed and certification provided that flooding will not occur in the structures. The June 21, 2023 submittal noted the pond will be clay lined and the outlet pipe is elevation 615 (1 foot below the proposed lowest building elevation.)*
  - ix. Storm sewer sizing within the commercial development will not be reviewed as this is considered a private system.
  - x. *Please state where the overflow stormwater will flow. Is the overflow below the road? June 21, 2023 response memo addresses this.*
  - xi. *Please include all storm sewer information on this set of drawings. There is no information on the outlet pipe from the pond; it says see Commercial plan set. This was addressed.*
4. The Master Deed and Exhibit B must include the following when the project is complete.
- a. Address minimum floor and opening elevations
  - b. Include block grading plan
  - c. Address footing and sump pumps
  - d. Address easements for rear yard drainage
  - e. Address soil erosion and sedimentation control permits
5. 433 agreement will need to be executed. Because the development is not tying into an existing County drain, a certification will be required to state the receiving outlet is adequate stating, "The design of Centre Collective contains a detention pond that collects all stormwater from the developed portion of the site and will discharge across private parcels without easement, and a County drain is not within reasonable distance to the site. I certify that the design outlets

Mr. Bruce Callen  
August 14, 2023  
Page 4

will flow per the natural drainage in the area prior to construction of this development, and the systems as designed will not have stormwater flow that impacts any existing buildings or structures, nor will cause any significant property damage prior to reaching a public right-of-way or County drain.”

6. Easement documents will need to be executed. This will also need to be created for the newly established drain noted in the bullet point above. ACDC’s attorney will prepare the 433 and easement documents; your firm will prepare any needed exhibits and provide title work. *The drainage easements to the County drain must clearly be labeled as such and to the appropriate County drain name. Easements are noted to the Centre Collective Drain Drainage District.*
7. Construction records and certification from the engineer that the site was constructed per the approved drawings and all fees are to be paid including but not limited to recording fees, 433 maintenance fund deposit, engineer and attorney review fees before final approval is granted by ACDC for the project.
8. The construction plan review fee for this project is as follows; it needs to be confirmed that these fees were sent to your office.

Open drains	200 l.f.	\$ 0.25	\$ 50.00
Enclosed drains	1040 l.f.	\$ 0.60	\$ 624.00
Ponds	440 l.f.	\$ 0.60	\$ 264.00
<b>Total</b>			<b>\$ 938.00</b>

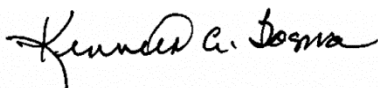
Please note that additional fees may be charged for continuing services according to the Standards and Specifications of ACDC.

9. The developer will be required to obtain all other necessary permits for the construction of this project.

In summary, we recommend that construction plan approval *be granted once ACDC is satisfied* the above items are satisfactorily addressed.

If you have any questions regarding the project, please call me.

Sincerely,  
**Prein&Newhof**



Kenneth A. Bosma, P.E.

KAB/kab

**MEMORANDUM**

**DATE:** DECEMBER 4, 2023

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

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

**SUBJECT:** CENTRE COLLECTIVE SITE CONDOMINIUM  
PRELIMINARY SITE CONDOMINIUM

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On behalf of KRE West Centre LLC (Mr. Jeffrey Kerr, managing member, Kerr Real Estate LLC), applicant for the above subject project, we hereby submit this plan narrative related to proposed improvements to the property currently addressed as 324 West Center Street, Douglas, Allegan County, Michigan. This narrative provides information related to the current site plan, dated November 7, 2023, and the supporting documents provided in the submittal package.

The applicant seeks preliminary site condominium approval for improvements to the approximately 7.17 acre property located at the southwest corner of St. Peters Road and West Shore Court. The project includes nineteen (19) single-family residential units (lots) on a new, public cul-de-sac street. This project previously received planning commission approval in its current form (lot layout, street configuration, utilities, etc.).

In an effort to better address feedback from the neighboring property owners, and to finalize underlying surveying and legal matters, we have been asked to resubmit the plan with changes for planning commission review. These changes include:

- Incorporation of extended pedestrian pathway along West Shore Court to the westerly property border. Given existing and proposed grades, the pathway incorporates a slightly elevated boardwalk over a portion of its length to ensure safe passage, which will complement the gazebo, and other site amenities, located interior to the project.
- Incorporation of a 0.011 acre triangular piece of land on the north side of St. Peters Drive that is tied to the underlying plat, upon which the project is located. The land area is located within the front yard area of St. Peters Church. No improvements or changes are proposed to be completed upon the property. It will be allocated as open space as a common element for the site condominium. The property legal description has been revised to reflect the incorporation of the triangular piece of land.

civil engineers

108 East Savidge St.  
Spring Lake MI 49456  
616.414.5260  
callenengineering.com



- Incorporation of supplemental information regarding vacation of the Pleasant Street Right-of-way, which is located within the underlying St. Peters Plat, upon which a portion of the project is located. The vacation of the Pleasant Street right-of-way, which is located at the north end of the project, immediately west of the intersection of West Shore Court and St. Peters Drive, requires supplemental documentation that was not available during our previous submittal.

The revised submittal includes updated legal descriptions in the plan set that better describe the property with and without the vacated right-of-way. Also included in this submittal are copies of letters of consent to replat and terminate plat restrictions for the St. Peters Subdivision from all fourteen (14) property owners that have interest in the St. Peters Subdivision.

Updated master deed and plat restrictions have been submitted to the City for review.

On behalf of KRE West Centre LLC, we respectfully request Preliminary Site Condominium approval for Centre Collective Site Condominium as presented.

**MEMORANDUM**

**DATE:** NOVEMBER 30, 2023

**TO:** CITY OF THE VILLAGE OF DOUGLAS  
ATTN: MS. TRICIA ANDERSON

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

**SUBJECT:** CENTRE COLLECTIVE SITE CONDOMINIUM  
PLEASANT STREET RIGHT-OF-WAY VACATION

---

On behalf of KRE West Centre LLC (Mr. Jeffrey Kerr, managing member, Kerr Real Estate), applicant for the above subject project, we hereby submit this information related to the vacation of Pleasant Street right-of-way located in the City of the Village of Douglas. This information is provided as a direct reply to a request by the city attorney seeking justification for the vacation of the right-of-way.

The Pleasant Street right-of-way is approximately 144 linear feet of 66-ft wide, unimproved, public street right-of-way with connection to West Shore Court, approximately 150 west of the intersection of West Shore Court and St. Peters Drive.

We respectfully seek vacation of Pleasant Street right-of-way for the following reasons:

- KRE West Centre LLC proposes to develop the properties located south of West Shore Court and West of St. Peters Drive for the purposes of a single-family, residential site condominium project. KRE West Centre LLC, or its affiliates, maintains ownership of all properties surrounding and fronting the existing right-of-way, and deems the right-of-way unnecessary for, and an encumbrance to, development of the property as a site condominium. Fully executed owner consents have been received and submitted from all property owners within the St. Peters Plat to replat and terminate plat restrictions related to the Pleasant Street right-of-way. Development of the Centre Collective Site Condominium project poses no adverse impact to the remaining St. Peters Plat property owners as it relates to the Pleasant Street right-of-way.
- Use of the right-of-way for its intended purpose as a street connection to West Shore Court posed concerns from at least one of the neighboring property owners on West Shore Court, whereby the use of the right-of-way for a street connection would increase traffic onto West Shore Court. Vacating the street right-of-way eliminates the opportunity for a future street connection.
- The traffic impact study commissioned for this project indicates the right-of-way is not vital for, nor adversely impacts, public traffic flow. The elimination of the opportunity for a street connection at this location removes a potential safety concern given its proximity to the existing intersection of West Shore Court and St. Peters Drive.

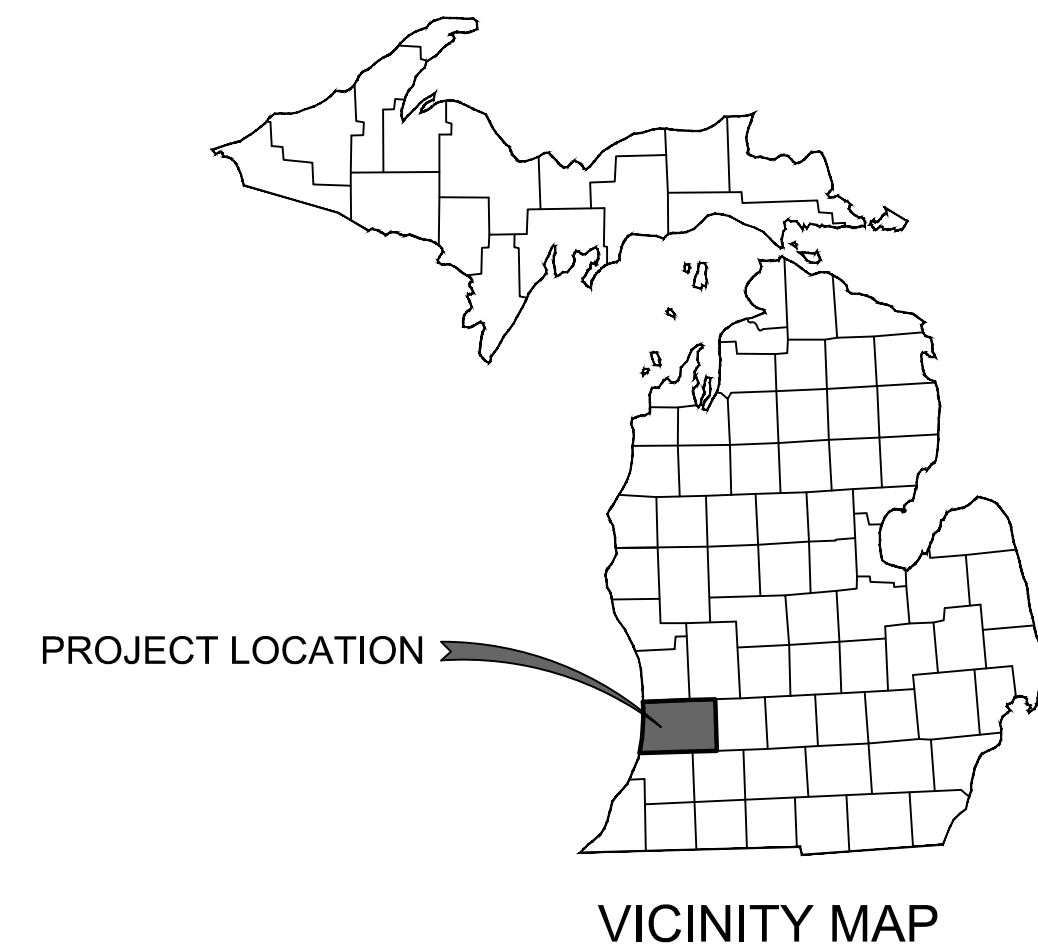
- The right-of-way intersection with West Shore Court is located topographically at the lowest elevation of the adjacent properties, impacting the ability to properly drain the contributing watershed. Allegan County drainage rules require significant improvements to drain upstream contributing stormwater runoff that conflicts with the location of the right-of-way. The applicant wishes to utilize the land area comprising the right-of-way for purposes of drainage control facilities, as avoiding the right-of-way poses significant impacts to the developability of the surrounding properties.

Given the surrounding properties are:

- wholly owned by the applicant;
- that the remaining plat property owners have provided fully executed letters of consent to vacate the right-of-way;
- that connection of a street at this location would result in decreased safety, given its close proximity to the intersection of West Shore Court and St. Peters Drive;
- that eliminating a street connection will not adversely impact public traffic flow;
- and that retention of the right-of-way adversely impacts the ability of the applicant to fully development the surrounding property,

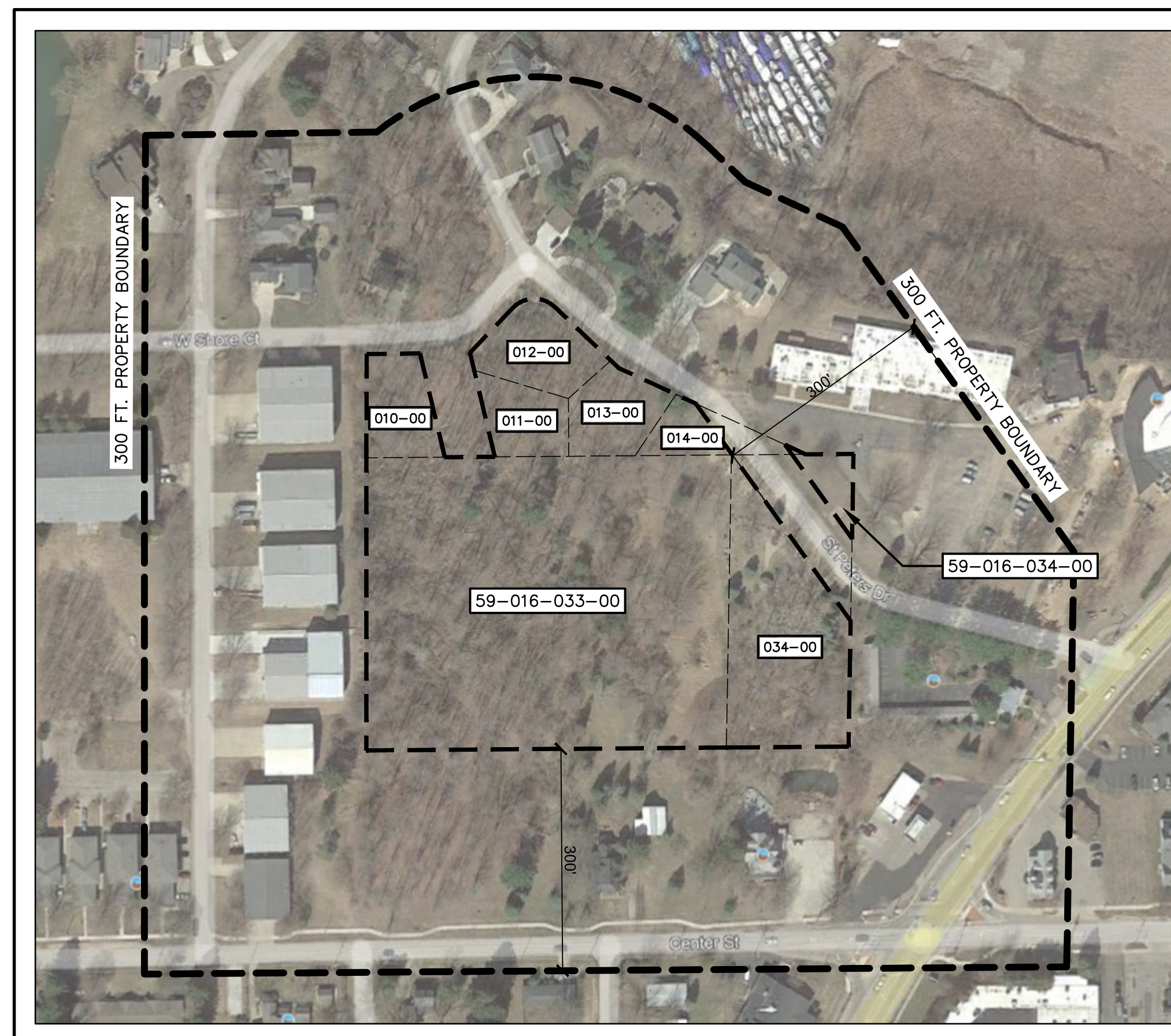
we respectfully request vacation of the Pleasant Street right-of-way.



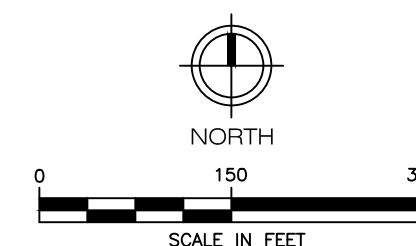


**CENTRE COLLECTIVE  
SITE CONDOMINIUM  
324 WEST CENTER STREET  
THE CITY OF THE VILLAGE OF DOUGLAS  
ALLEGAN COUNTY, MICHIGAN 49406**

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

[illegible]

VICINITY MAP



BENCH MARKS:

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



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

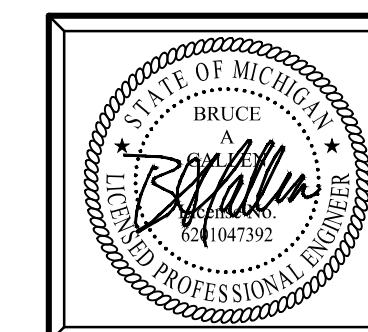
For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not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

## PROJECT LOCATION

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

**OWNER**

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




Plan Prepared By:

Bruce A. Callen, PE  
Callen Engineering, Inc.  
108 E. Savidge St.  
Spring Lake, Michigan 49456

Tel: 616-414-5260  
email: [bcallen@callenengineering.com](mailto:bcallen@callenengineering.com)

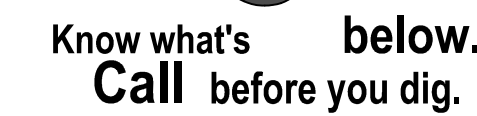
DATE OF PLAN: 11-07-23

ISSUANCES	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	04-26-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	06-02-23
WATER - SANITARY REVIEW RESPONSE	07-11-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	10-16-23
REVISIONS	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	11-07-23
DESIGNED BY:	
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 10px; margin-right: 20px;">  </div> <div> <p><b>Callen Engineering, Inc.</b>  108 East Savidge Street  Spring Lake, MI 49456  T.616.414.5260  <a href="http://www.callenengineering.com">www.callenengineering.com</a></p> </div> </div>	
Drawn by <u>J.W.C.</u> Engineer <u>B.A.C.</u>	Check <u>B.A.C.</u>
Callen Engineering Project No. <b>021 CENTRE COLLECTIVE</b>	
Sheet No. <b>CS</b>	

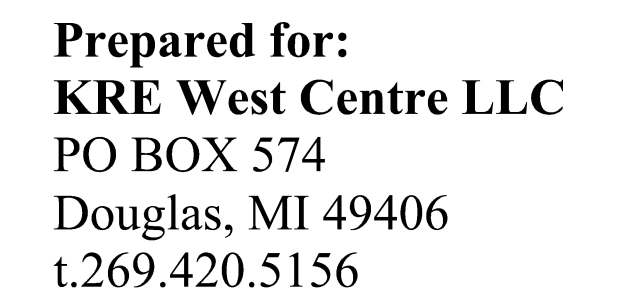






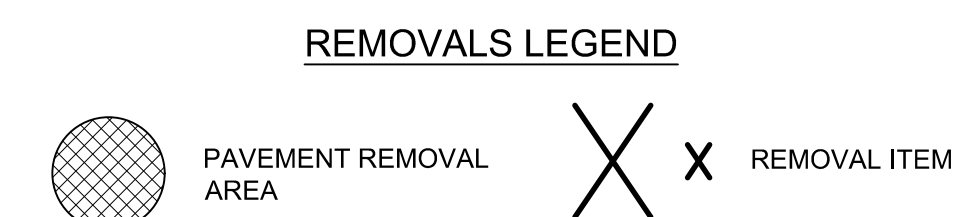


Tel: 616-414-5260  
email: [bcallen@callenengineering.com](mailto:bcallen@callenengineering.com)



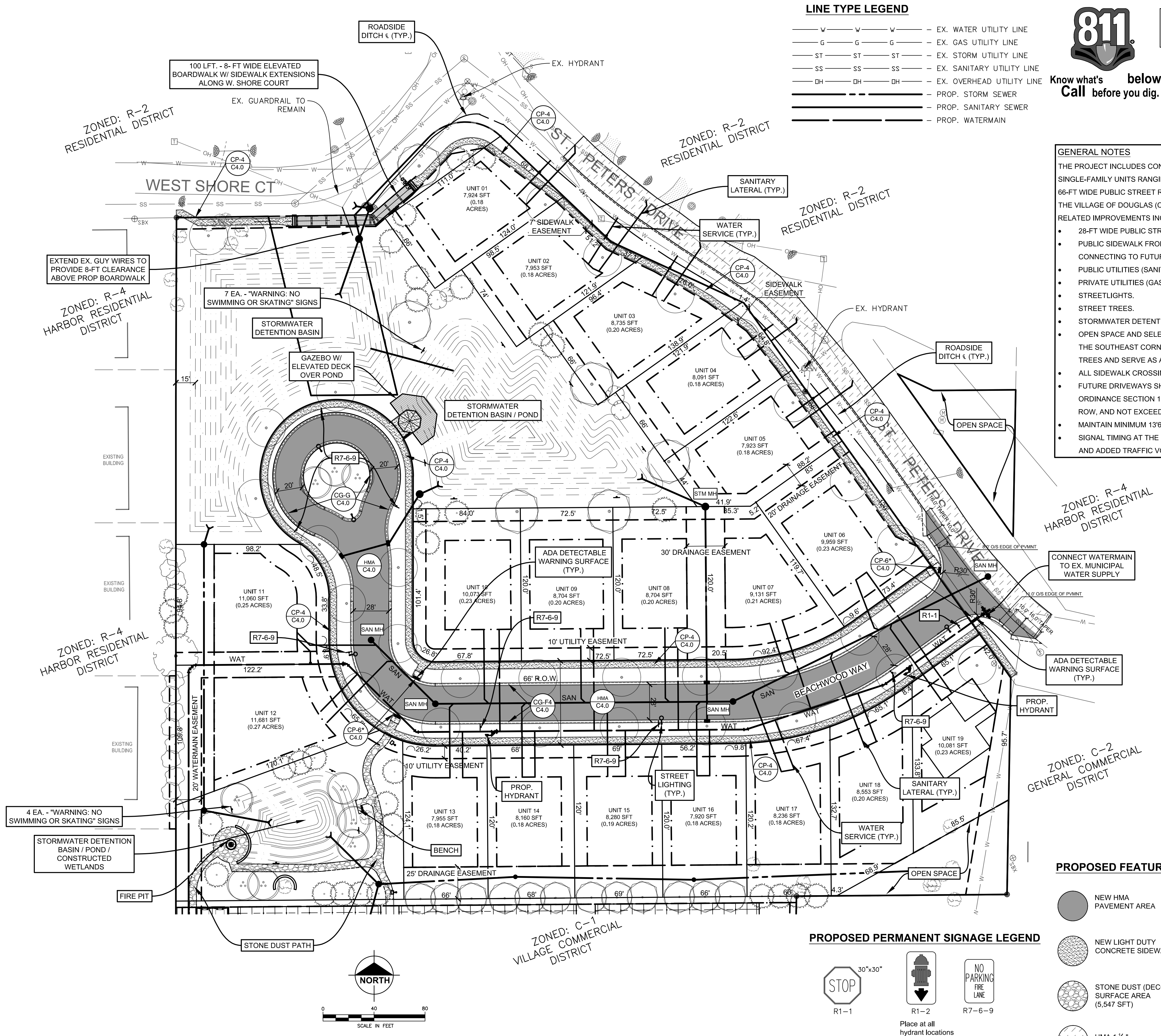
callen  
civil engineers

## REMOVALS PLAN

C0.2

DATE OF PLAN: 11-07-23





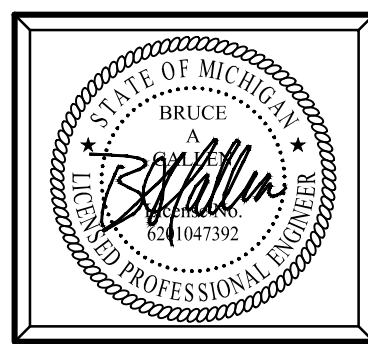
LINE TYPE LEGEND

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



Know what's below.  
Call before you dig.

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



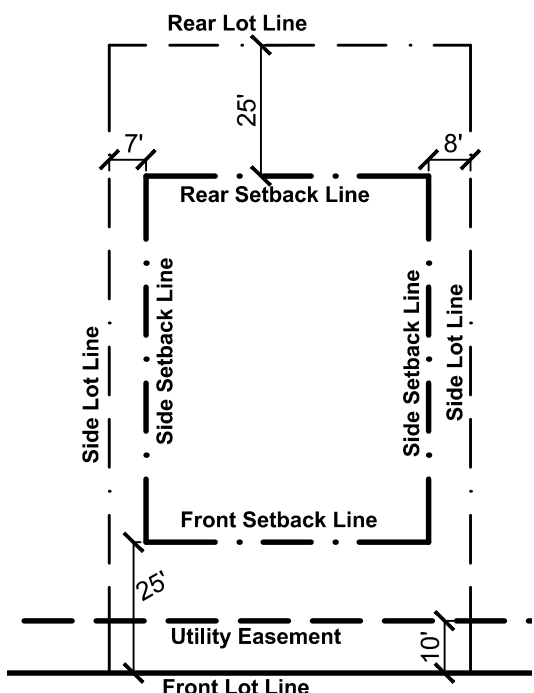
Plan Prepared By:

Bruce A. Callen, PE  
Callen Engineering, Inc.  
108 E. Savidge St.  
Spring Lake, Michigan 49456

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

GENERAL NOTES

- THE PROJECT INCLUDES CONSTRUCTION OF A NEW RESIDENTIAL NEIGHBORHOOD COMPRISED OF NINETEEN (19) SINGLE-FAMILY UNITS RANGING BETWEEN 0.18 AND 0.23 ACRES. FOURTEEN (14) OF THE NEW LOTS WILL FRONT A NEW 66-FT WIDE PUBLIC STREET RIGHT-OF-WAY MEETING THE REQUIREMENTS OF THE RELEVANT SECTIONS OF THE CITY OF THE VILLAGE OF DOUGLAS (CITY) ZONING ORDINANCE. THE REMAINING LOTS SHALL FRONT ST. PETERS DRIVE.
- RELATED IMPROVEMENTS INCLUDE:
- 28-FT WIDE PUBLIC STREET W/ CURB AND GUTTER.
  - PUBLIC SIDEWALK FRONTING ALL RESIDENTIAL LOTS, AND EXTENDING ALONG ST. PETERS DRIVE, AND CONNECTING TO FUTURE COMMERCIAL DEVELOPMENT TO THE SOUTH VIA A NATURAL PATHWAY.
  - PUBLIC UTILITIES (SANITARY SEWER, WATERMAIN, STORM SEWER).
  - PRIVATE UTILITIES (GAS, ELECTRIC, COMMUNICATIONS).
  - STREETLIGHTS.
  - STREET TREES.
  - STORMWATER DETENTION, MEETING ADCD REQUIREMENTS.
  - OPEN SPACE AND SELECT NATURAL AREAS, LOCATED AT THE NORTH/CENTER INTERIOR OF THE PROPERTY AND THE SOUTHEAST CORNER OF THE SITE, WHICH ARE INTENDED TO REMAIN OPEN SPACE TO PRESERVE EXISTING TREES AND SERVE AS A NATURAL BUFFER FOR THE DEVELOPMENT.
  - ALL SIDEWALK CROSSING RESIDENTIAL DRIVEWAYS SHALL BE 6-INCH THICK.
  - FUTURE DRIVEWAYS SHALL MAINTAIN MINIMUM SEPARATION DISTANCE IN ACCORDANCE WITH ZONING ORDINANCE SECTION 19.05. FUTURE DRIVEWAY SHALL NOT EXCEED 7% IN GRADE AT ANY ONE POINT WITHIN THE ROW, AND NOT EXCEED 10% AT ANY ONE POINT BEYOND THE ROW.
  - MAINTAIN MINIMUM 13'6" VERTICAL CLEARANCE AT ALL DRIVEWAYS.
  - SIGNAL TIMING AT THE CENTER STREET / BLUE STAR HIGHWAY INTERSECTION SHALL BE OPTIMIZED FOR CURRENT AND ADDED TRAFFIC VOLUMES (WORK BY OTHERS).



TYPICAL UNIT LAYOUT

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

UNIT MINIMUM FLOOR/OPENING ELEVATIONS

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

PROPOSED FEATURES LEGEND

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

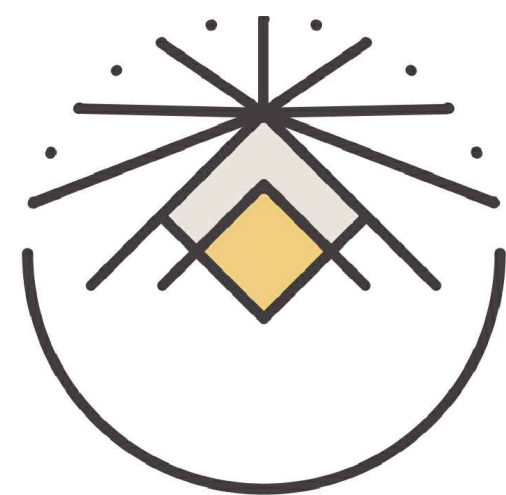
PROPOSED PERMANENT SIGNAGE LEGEND

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

STREET TREES

SPECIES PER CITY OF DOUGLAS  
APPROVED TREE LIST

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



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

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



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

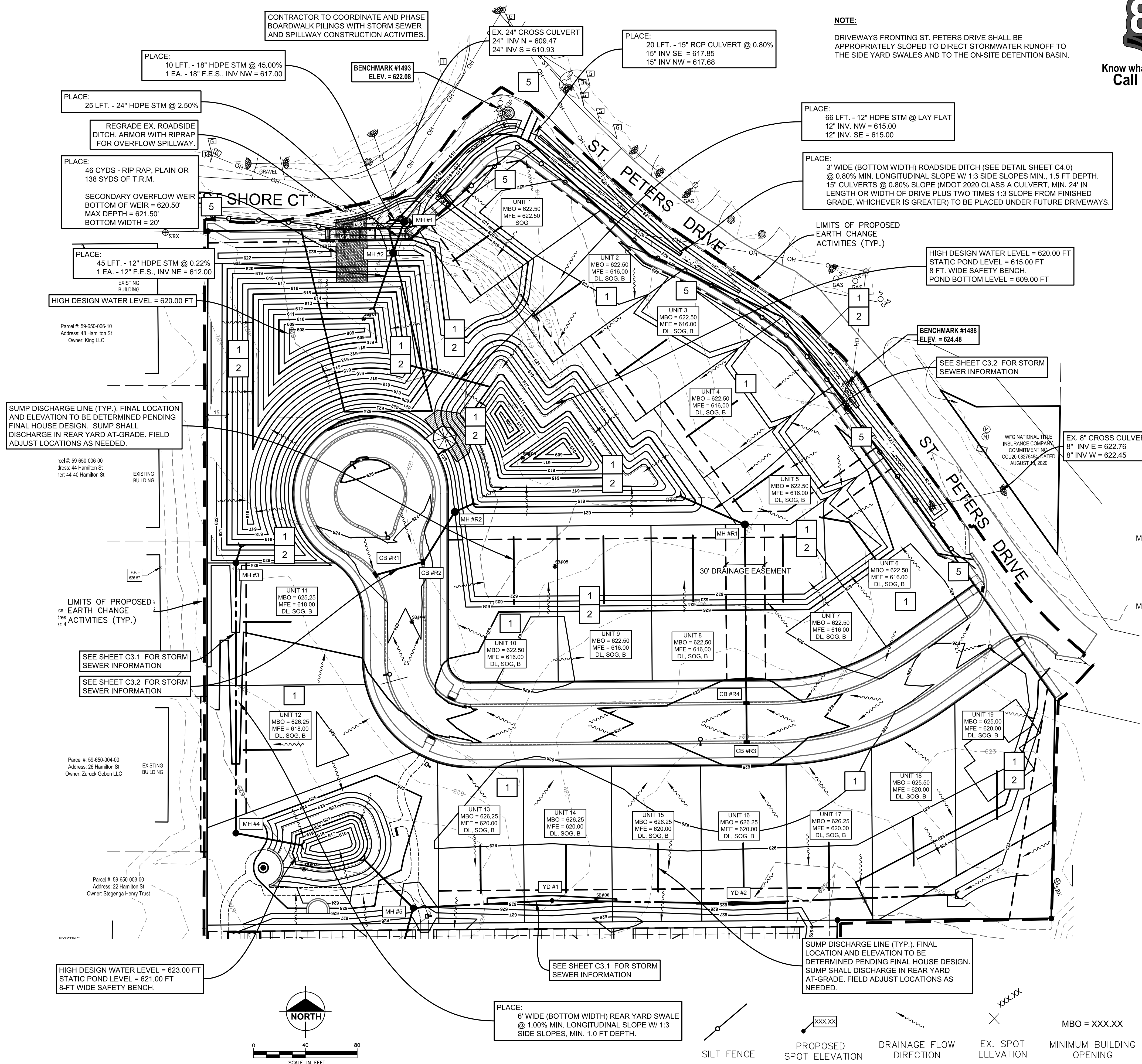
SITE CONDOMINIUM PLAN

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 07, 2023

C1.0

DATE OF PLAN: 11-07-23

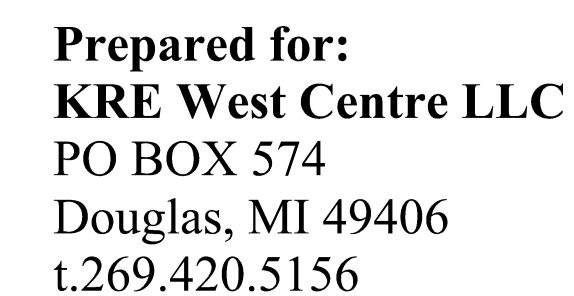








Tel: 616-414-5260  
email: [bcallen@callenengineering.com](mailto:bcallen@callenengineering.com)



PRELIMINARY - NOT  
FOR CONSTRUCTION



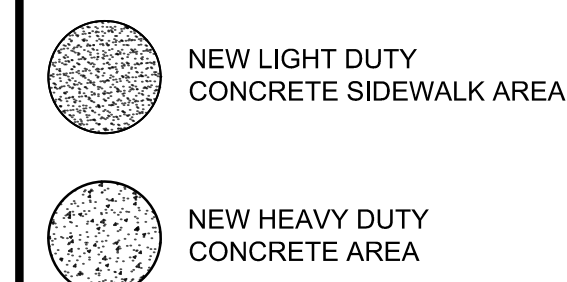
SCALE: 1" = 20'



PROPOSED  
SPOT ELEVATION

DRAINAGE FLOW  
DIRECTION

EX. SPOT  
ELEVATION



RESIDENTIAL INTERSECTION OPENING (TYP.)

SCALE: 1" = 15'



CENTRE  
COLLECTIVE  
324 West Center Street  
Douglas, Michigan



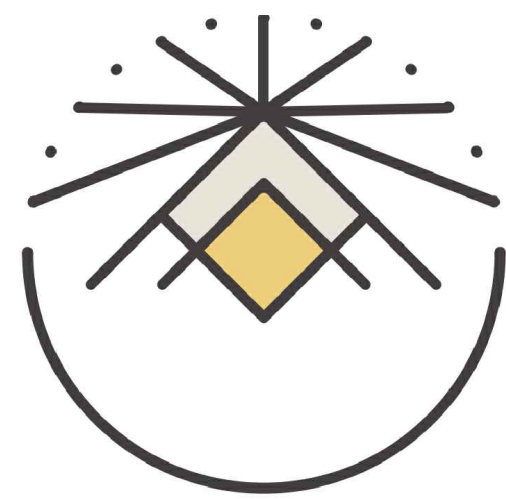
CUL-DE-SAC &  
INTERSECTION  
PLAN

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 07, 2023

DATE OF PLAN: 11-07-23

C2.1





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

**CENTRE COLLECTIVE**  
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## EASEMENTS PLAN

Job No: 021 KERR - CENTRE COLLECTIVE  
 Issue: FINAL SITE CONDO PLAN SUBMITTAL  
 Issue Date: NOVEMBER 07, 2023

**C2.2**

### Watermain Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 1,144.18 Feet along the E-W ¼ Line of said Section 16 to the West Line of the East 10 Rods of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;  
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 feet of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;  
 Thence N89°32'47"E 142.84 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N09°24'21"E 151.72 Feet to the Place of Ending.

Together with:

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet;  
 Thence N89°32'47"E 10.00 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N00°00'00"E 184.89 Feet;  
 Thence N89°32'47"E 112.15 Feet to the Place of Ending.

### Public Sidewalk Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 1,144.18 Feet along the E-W ¼ Line of said Section 16 to the West Line of the East 10 Rods of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;  
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 feet of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;  
 Thence N89°32'47"E 165.05 to the East Line of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section N00°59'18"E 169.89 Feet to the South Right-of-Way Line of St. Peters Drive;  
 Thence N35°26'58"W 126.52 Feet along said right-of-way line to the PLACE OF BEGINNING.  
 Thence continuing N35°26'58"W 234.26 Feet along said right-of-way line;  
 Thence N65°14'13"W 114.54 Feet along said right-of-way line; Thence N46°20'14"W 119.91 Feet along said right-of-way line;  
 Thence westerly 62.80 Feet along a 40.00 foot radius curve to the left, said curve having a central angle of 89°57'16", and a chord bearing S88°41'09"W 56.55';  
 Thence S43°39'45"W 83.74 Feet along South Right-of-Way Line of W. Shore Court;  
 Thence S89°08'25"W 79.47 Feet along said right-of-way line; Thence S89°11'47"W 72.01 Feet along said right-of-way line;  
 Thence S00°11'33"W 9.00 Feet; Thence N89°11'47"E 156.27 Feet, parallel with said right-of-way line;  
 Thence N49d17'15"E 37.40 Feet; Thence N43°39'46"E 44.95 Feet;  
 Thence N79°47'54"E 25.87 Feet; Thence S53°18'23"E 70.18 Feet;  
 Thence S46°20'13"E 54.43 Feet parallel with St. Peters Drive right-of-way line;  
 Thence S65°14'13"E 41.68 Feet. Parallel with said right-of-way line;  
 Thence S59°48'50"E 47.94 Feet; Thence S53°43'22"E 38.30 Feet;  
 Thence S38°06'40"E 38.05 Feet; Thence S35°26'58"E 161.00 Feet parallel with said right-of-way line;  
 Thence S65°38'41"E 18.49 Feet to the said right-of-way line and Place of Beginning.

### Stormwater Drainage Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning; Thence N89°32'47"E 651.59 Feet; Thence N09°24'21"E 74.18 Feet;  
 Thence S00°49'49"W 102.31 Feet; Thence S89°32'47"W 384.91 Feet; Thence N00°27'13"W 99.11 Feet to the South Right-of-way Line of Beachwood Way;  
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;  
 Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;  
 Thence N90°00'00"E 68.24 Feet to the West Right-of-way Line of Beachwood Way;  
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 148°40'27", an arc length of 254.16 Feet, whose chord measures 102.74 Feet, bearing N58°40'27"E;  
 Thence S00°00'00"E 35.58 Feet; Thence N89°32'47"E 214.16 Feet;  
 Thence S00°27'13"E 110.00 Feet to the North Right-of-way Line of Beachwood Way;  
 Thence N89°32'47"E 30.00 Feet; Thence N00°27'13"W 110.00 Feet; Thence N89°32'47"E 23.45 Feet; Thence N54°33'02"E 87.40 Feet;  
 Thence S35°59'04"E 75.37 Feet; Thence S65°45'41"E 6.53 Feet to the West Right-of-way Line of St. Peters Drive;  
 Thence N35°26'58"W 223.79 Feet along the West Right-of-way Line of St. Peters Drive;  
 Thence N65°14'13"W 86.97 Feet along the West Right-of-way Line of St. Peters Drive;  
 Thence S60°02'58"E 61.80 Feet; Thence S53°43'22"E 39.26 Feet; Thence S35°59'04"E 104.78 Feet; Thence S54°33'02"W 80.91 Feet;  
 Thence S89°32'47"W 33.75 Feet; Thence N35°26'58"W 104.74 Feet; Thence S54°33'02"W 17.00 Feet; Thence N35°26'58"W 74.25 Feet;  
 Thence S54°33'02"W 25.49 Feet; Thence N35°26'58"W 67.43 Feet; Thence N54°33'02"E 91.44 Feet; Thence S53°23'15"E 76.48 Feet to the West Right-of-way Line of St. Peters Drive; Thence N46°20'13"W 74.09 Feet along said West Right-of-way Line;  
 Thence Northwestwesterly along a non-tangential curve to the left, having a radius of 40.00 Feet, through a central angle of 45°00'07", an arc length of 62.80 Feet, whose chord measures 56.55 Feet, bearing S88°41'11"W to the South Right-of-way Line of S. Shore Court;  
 Thence S43°39'45"W 83.94 Feet along said right-of-way line; Thence S89°13'32"W 139.55 Feet along said right-of-way line;  
 Thence S00°06'24"W 256.13 Feet; Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

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

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning;  
 Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-way Line of Beachwood Way;  
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;  
 Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;  
 Thence N90°00'00"E 68.24 Feet to the West Right-of-way Line of Beachwood Way;  
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 118°40'46", an arc length of 191.18 Feet, whose chord measures 120.17 Feet, bearing N28°40'46"E;  
 Thence N35°31'56"E 62.25 Feet; Thence N07°23'09"W 74.19 Feet;  
 Thence N35°26'58"W 51.27 Feet to the south Right-of-way Line of West Shore Court;  
 Thence S43°39'45"W 18.54 Feet along said right-of-way line;  
 Thence S89°13'32"W 139.55 Feet along said right-of-way line;  
 Thence S00°06'24"W 256.13 Feet;  
 Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

### Walkway Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; thence N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;  
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning;  
 Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-way Line of Beachwood Way;  
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;  
 Thence S69°47'35"W 170.10 Feet;  
 Thence S00°06'24"W 75.09 Feet to the Place of Beginning.

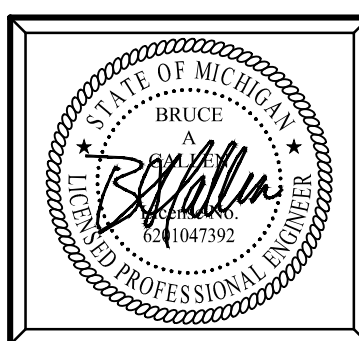
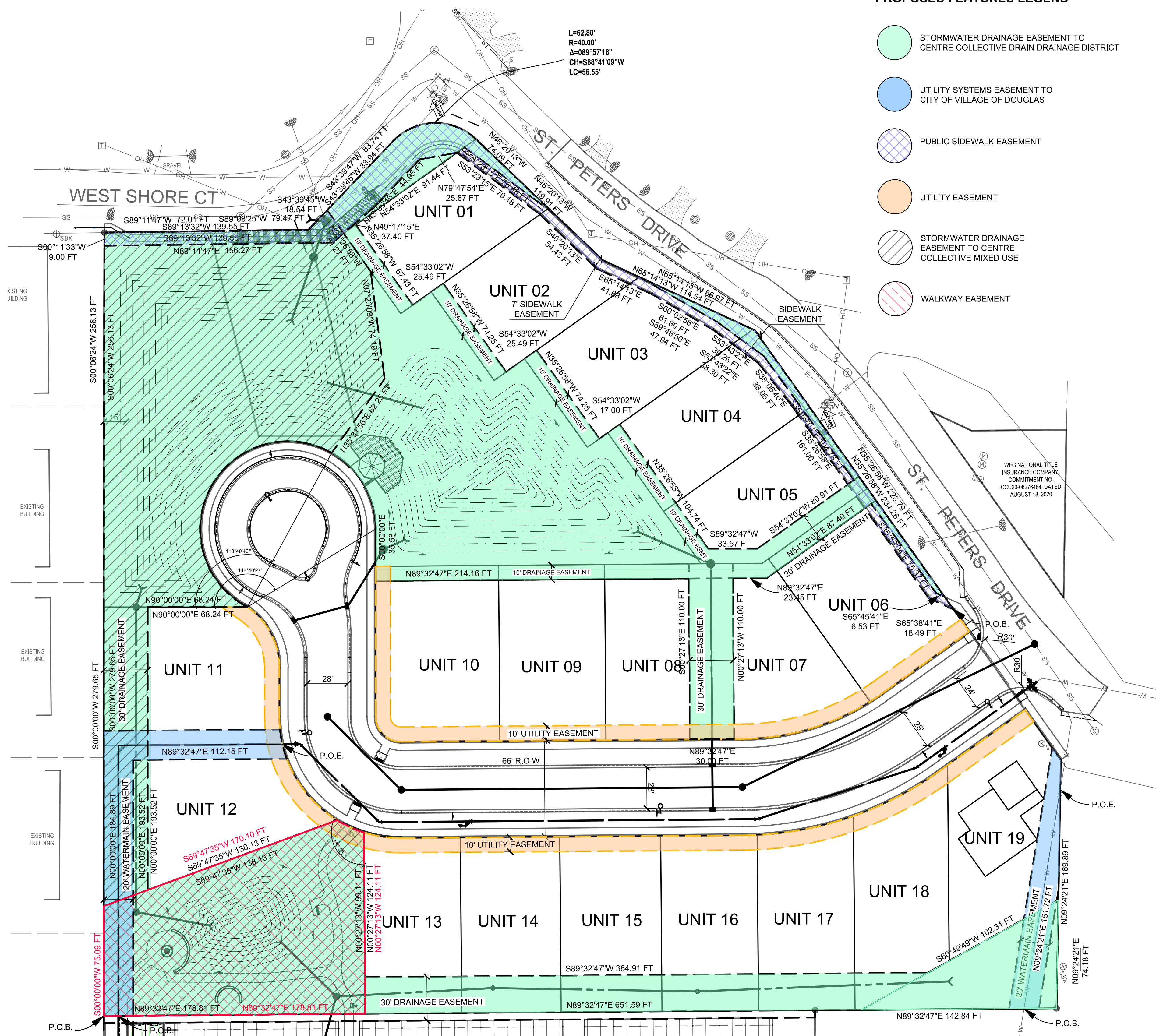
DATE OF PLAN: 11-07-23

### PROPOSED FEATURES LEGEND

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

### LINE TYPE LEGEND

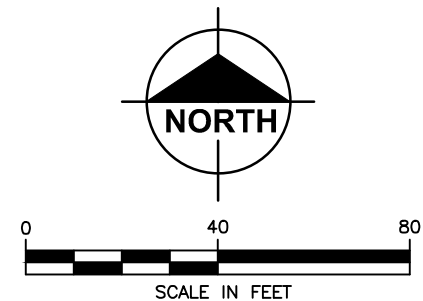
- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — PROP. STORM SEWER
- — — — PROP. SANITARY SEWER
- — — — PROP. WATERMAIN



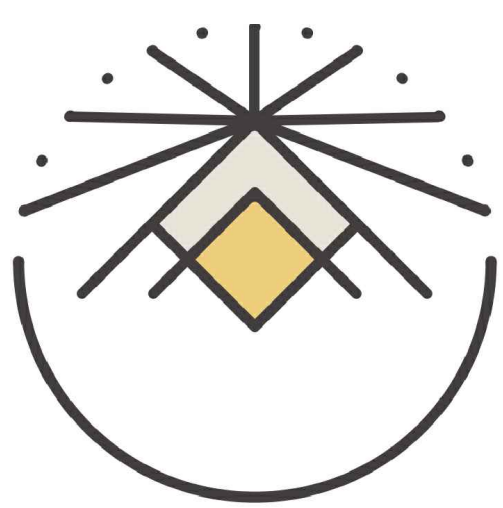
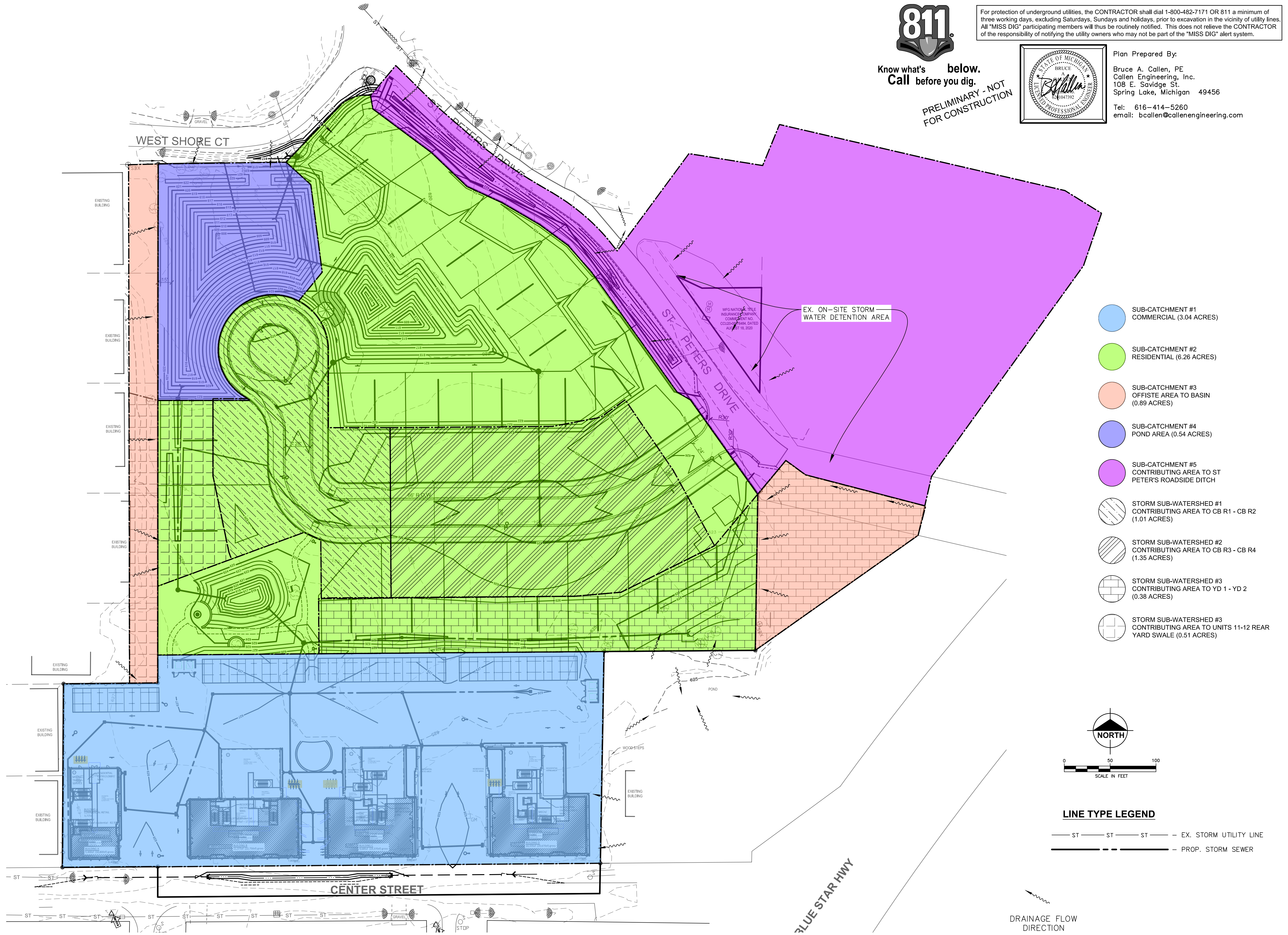
Plan Prepared By:

Bruce A. Callen, PE  
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# CENTRE COLLECTIVE

324 West Center Street  
Douglas, Michigan



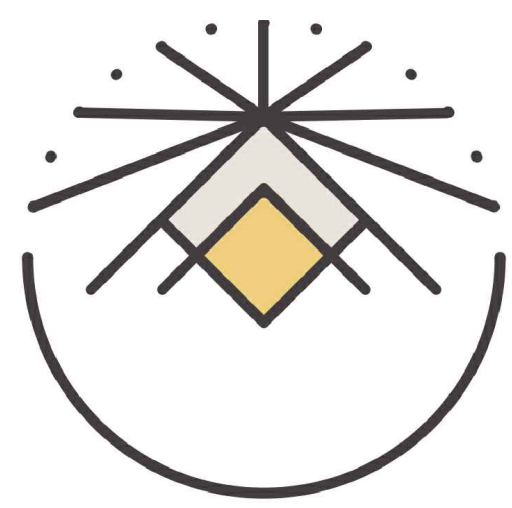
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## WATERSHED PLAN

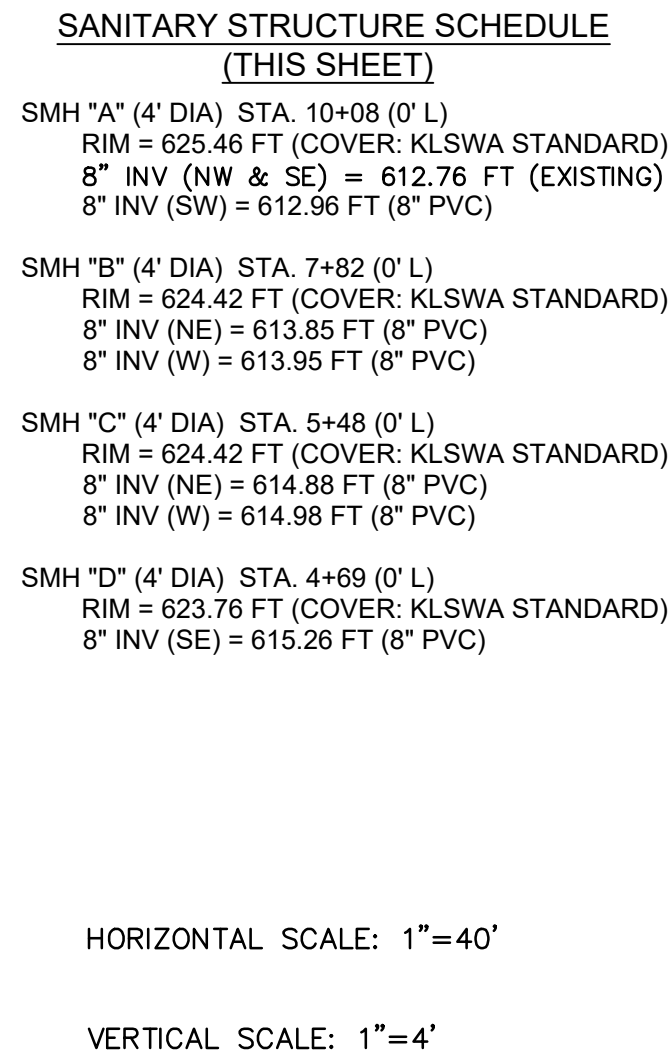
Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 07, 2023

C2.3





CENTRE  
COLLECTIVE  
324 West Center Street  
Douglas, Michigan



PRIVATE UTILITY NOTE:

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

NOTE:

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

DATE OF PLAN: 11-07-23

Job No:	021 KERR - CENTRE COLLECTIVE
Issue:	WATER REVIEW RESPONSE
Issue Date:	NOVEMBER 07, 2023

C3.0



**STORM STRUCTURE NOTES**

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

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

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

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

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

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

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

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

**LINE TYPE LEGEND**

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

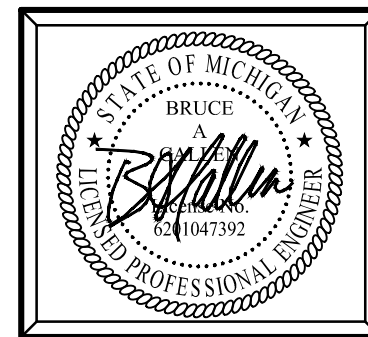


Know what's below.  
Call before you dig.

**STORM STRUCTURE SCHEDULE  
(THIS SHEET)**

MH#3 (4' DIA) RIM = 623.50 FT  
(COVER: EJM 1045 Z SERIES W/ SOLID COVER OR A.E.)  
24" INV (NW) = 621.16 FT (HDPE STM @ 0.35%)  
24" INV (SE) = 620.47 FT (HDPE STM @ 0.35%)

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

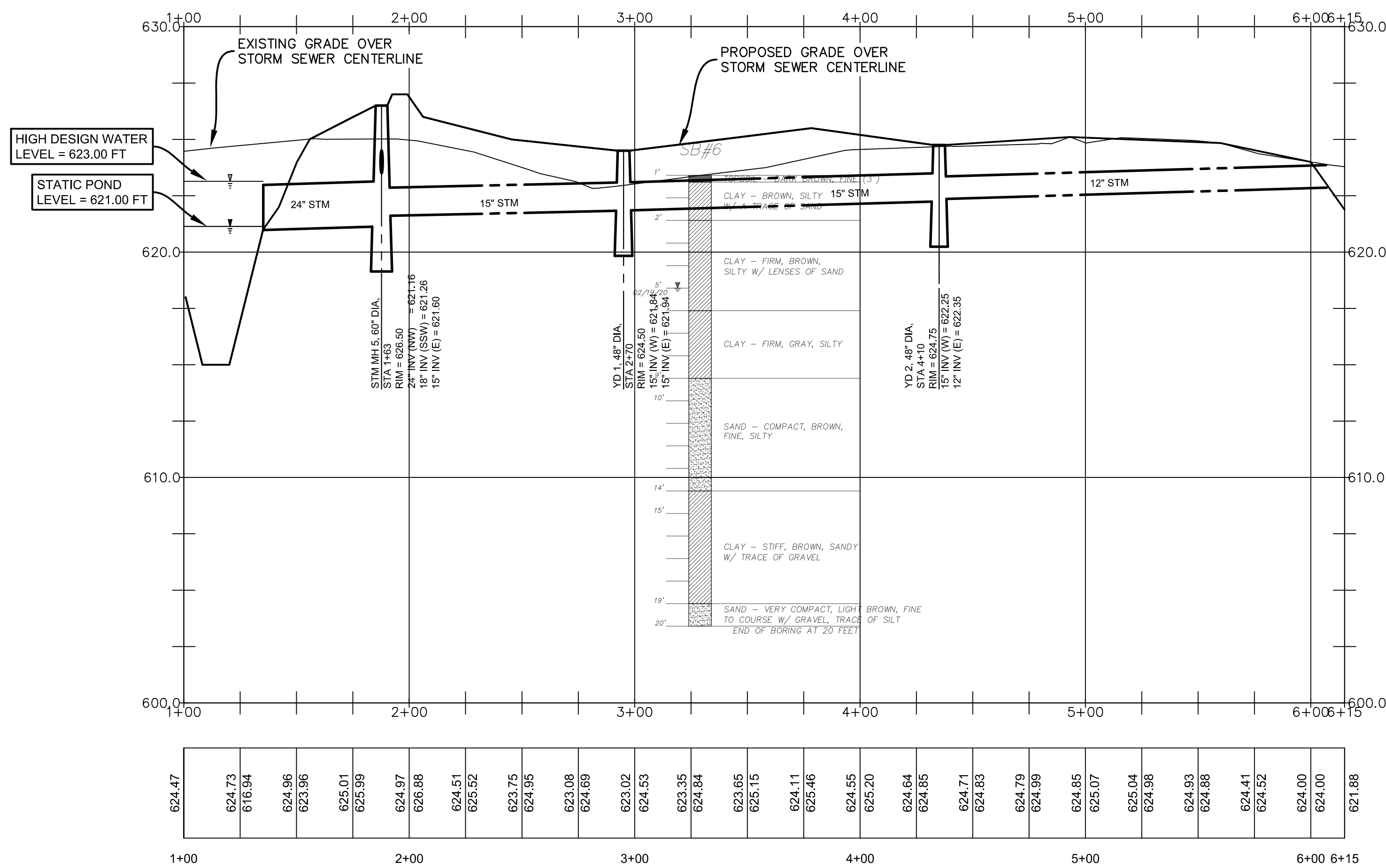
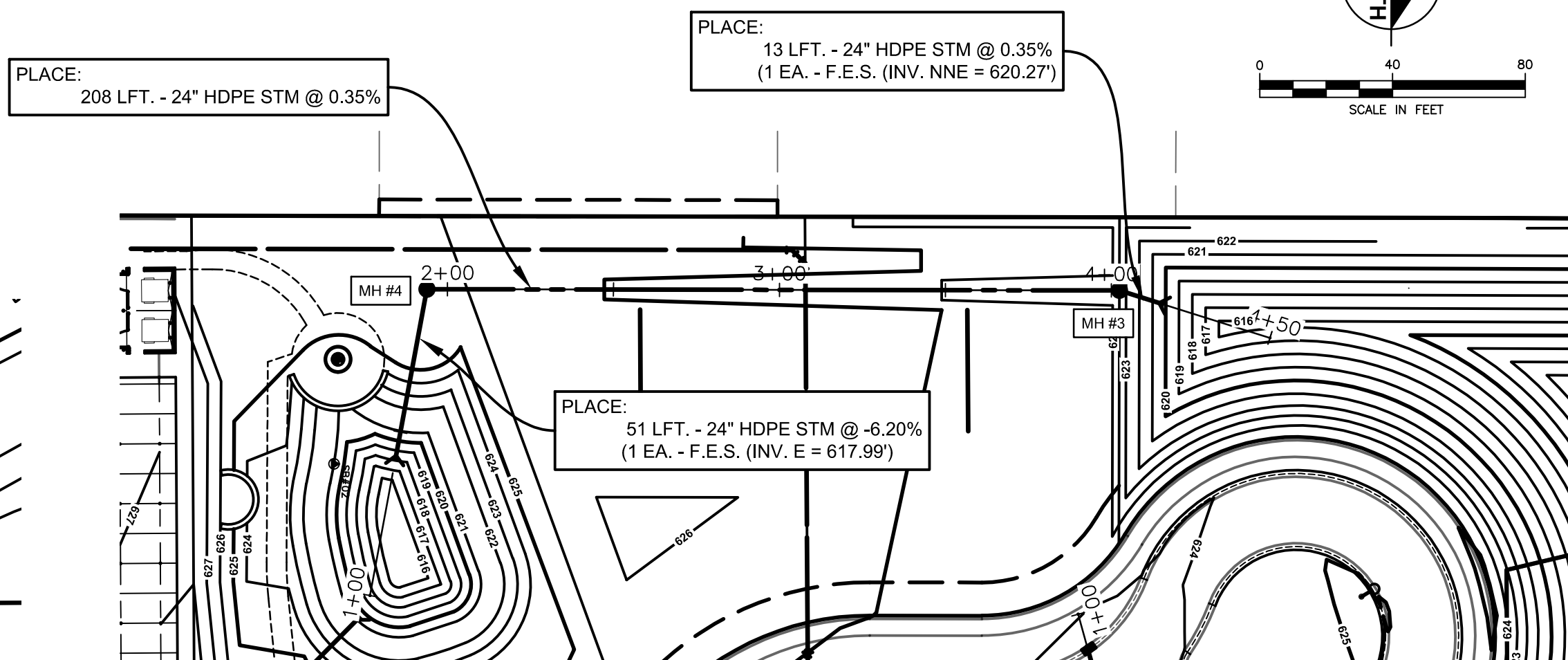
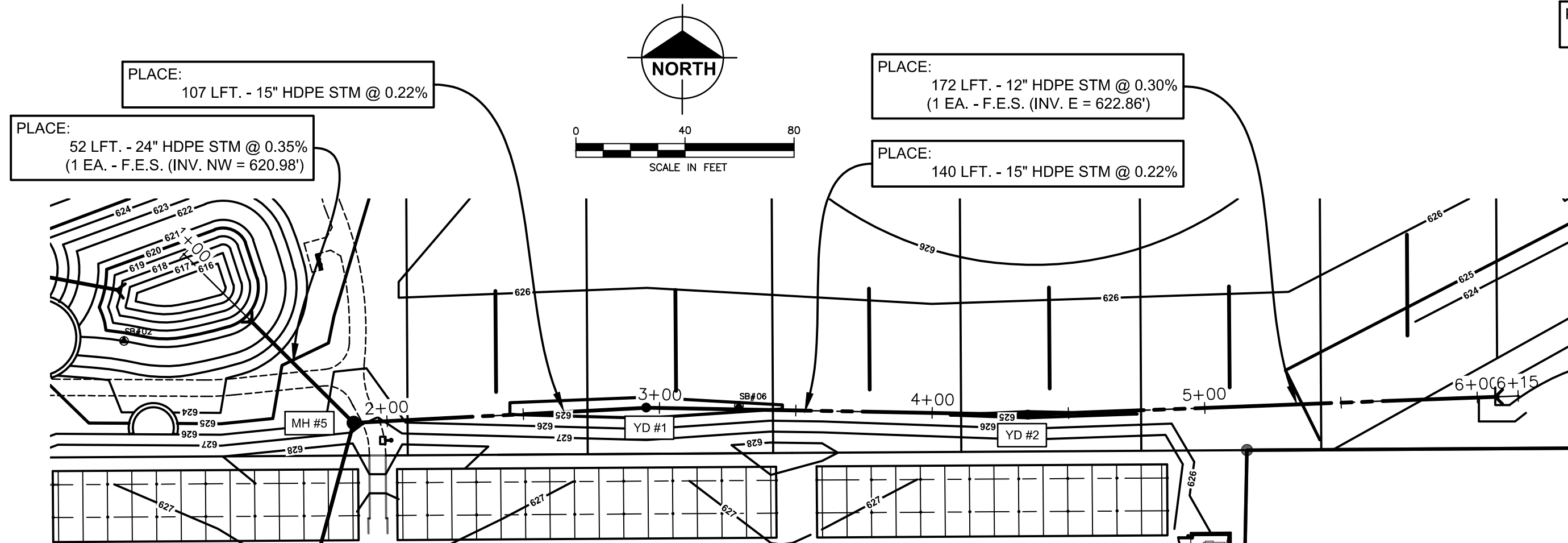
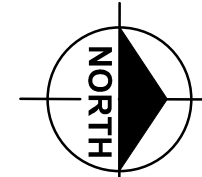


Plan Prepared By:

Bruce A. Callen, P.E.  
Callen Engineering, Inc.  
108 E. Savidge St.  
Spring Lake, Michigan 49456

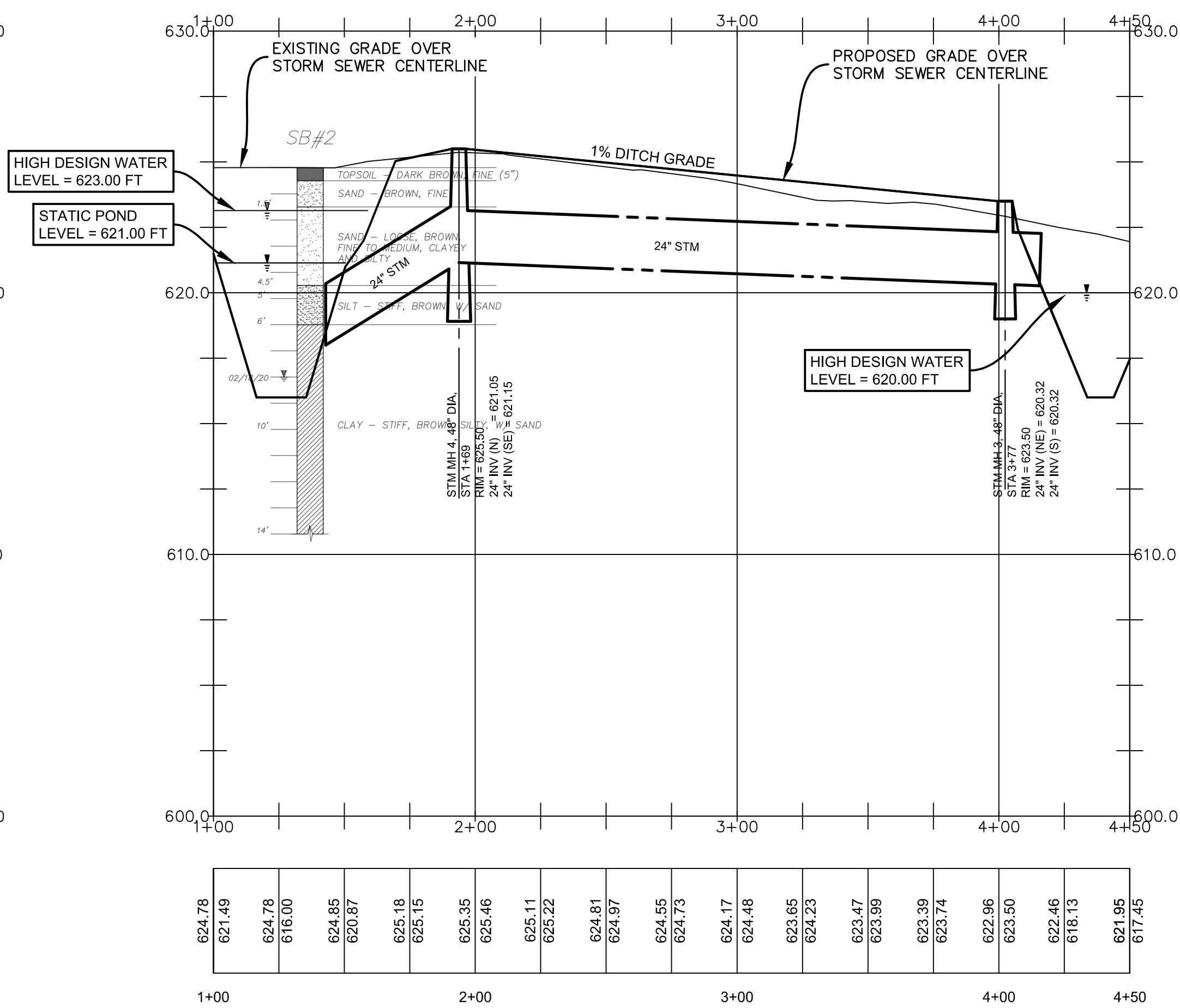
Tel: 616-414-5260  
email: bcallen@callenengineering.com

PRELIMINARY - NOT  
FOR CONSTRUCTION



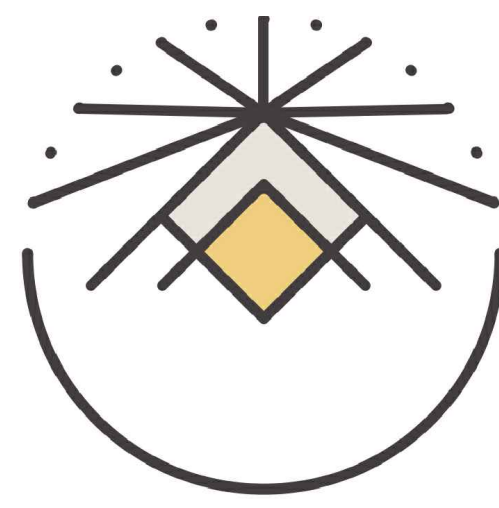
HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



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

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



**Callen Engineering, Inc.**  
108 east savidge street  
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**STORM SEWER PLAN  
AND PROFILE**

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 7, 2023

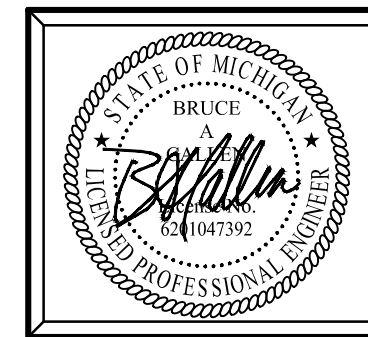
**C3.1**





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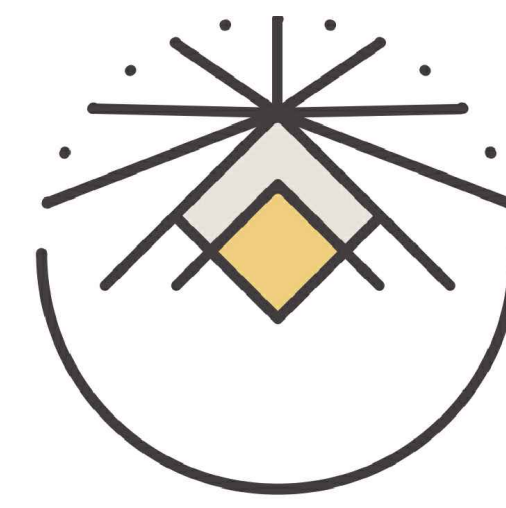


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#### STORM STRUCTURE SCHEDULE (THIS SHEET)

CB #R1 (2' DIA) RIM = 623.49 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
12" INV. (NE) = 620.49 FT (RCP STM @ 0.22%)

CB #R2 (4' DIA) RIM = 623.52 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
15" INV. (NE) = 620.30 FT (HDPE STM @ 0.22%)  
12" INV. (SW) = 620.40 FT (RCP STM @ 0.22%)

MH#R2 (4' DIA) RIM = 624.00 FT  
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)  
15" INV. (NE) = 620.10 FT (HDPE STM @ 0.22%)  
15" INV. (SW) = 620.20 FT (HDPE STM @ 0.22%)

#### STORM STRUCTURE NOTES

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

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

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

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

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

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

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

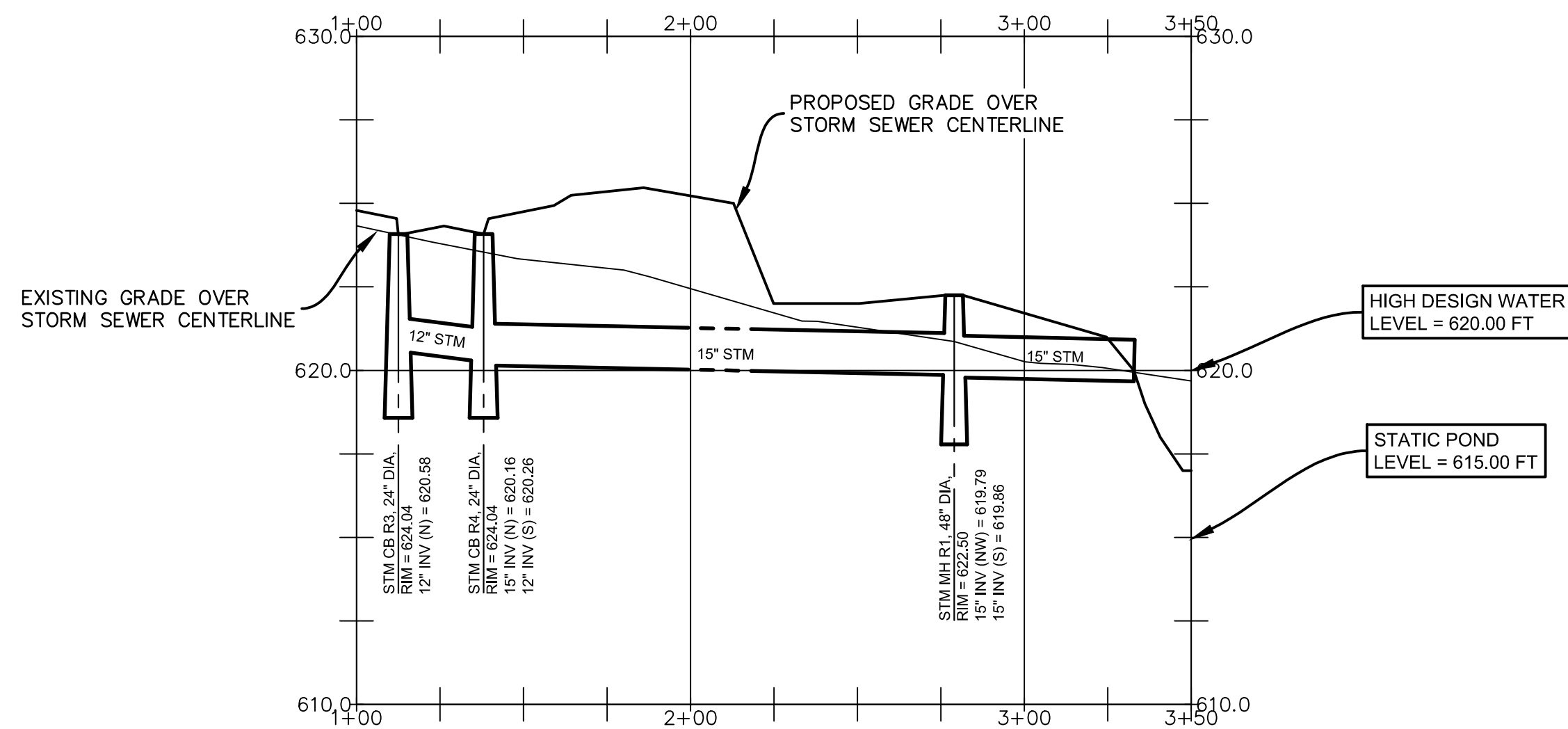
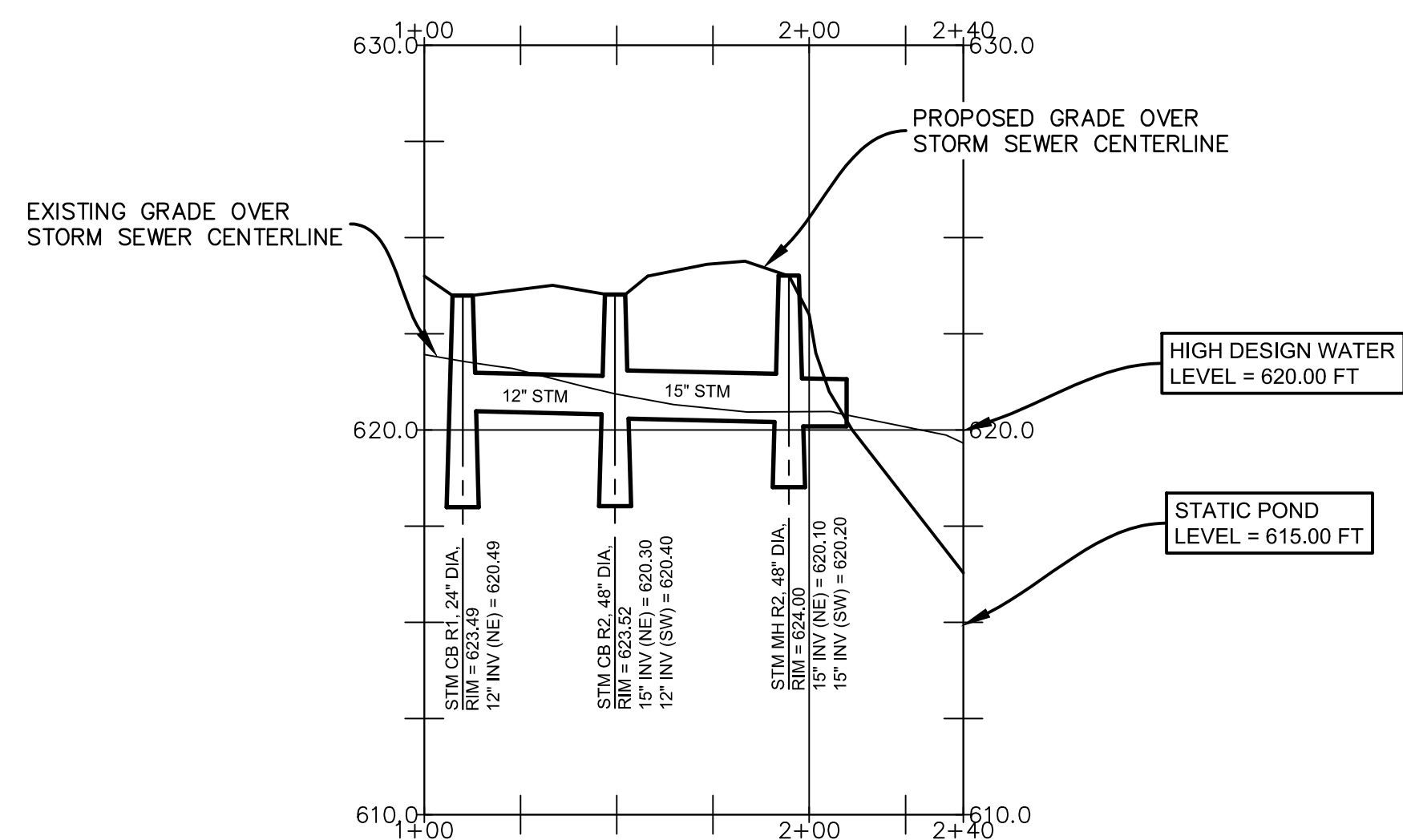
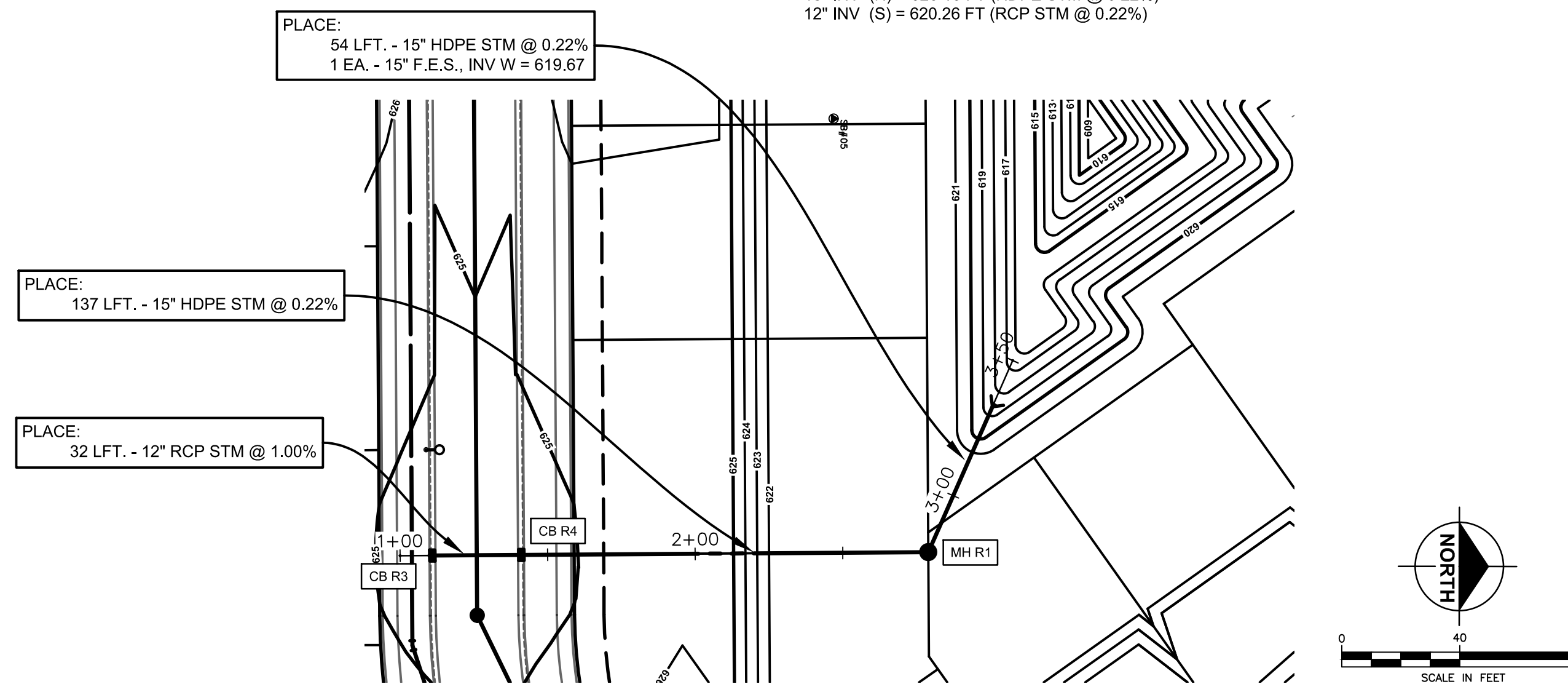
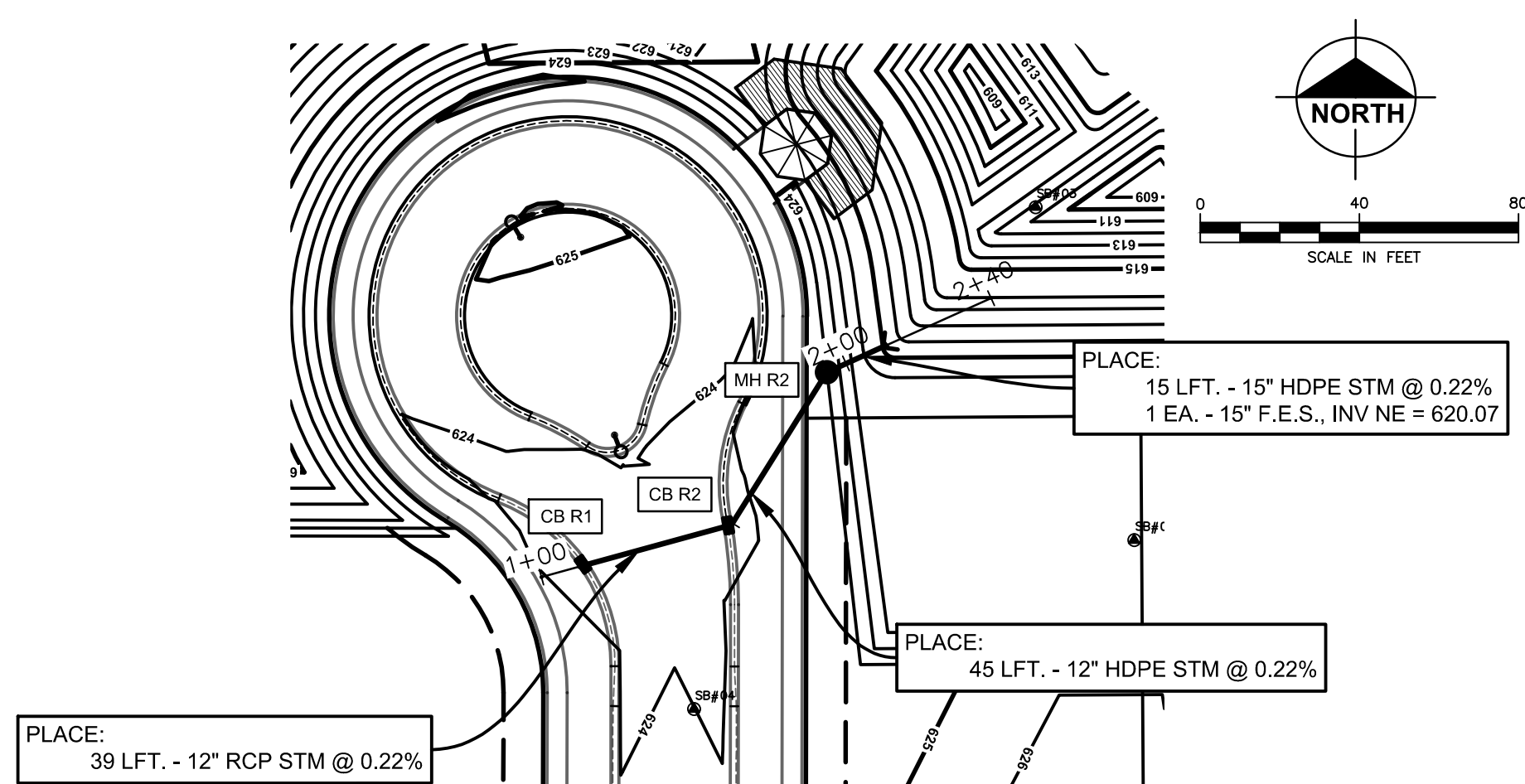
THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

#### STORM STRUCTURE SCHEDULE (THIS SHEET)

MH #R1 (4' DIA) RIM = 622.50 FT  
(COVER: EJIW 1045 Z SERIES W/ TYPE 02 BEEHIVE OR A.E.)  
15" INV. (NW) = 619.79 FT (HDPE STM @ 0.22%)  
15" INV. (S) = 619.86 FT (HDPE STM @ 0.22%)

CB #R3 (2' DIA) RIM = 624.08 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
12" INV. (N) = 620.58 FT (RCP STM @ 1.00%)

CB #R4 (2' DIA) RIM = 624.08 FT  
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)  
15" INV. (N) = 620.16 FT (HDPE STM @ 0.22%)  
12" INV. (S) = 620.26 FT (RCP STM @ 0.22%)



#### LINE TYPE LEGEND

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

HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'

HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'

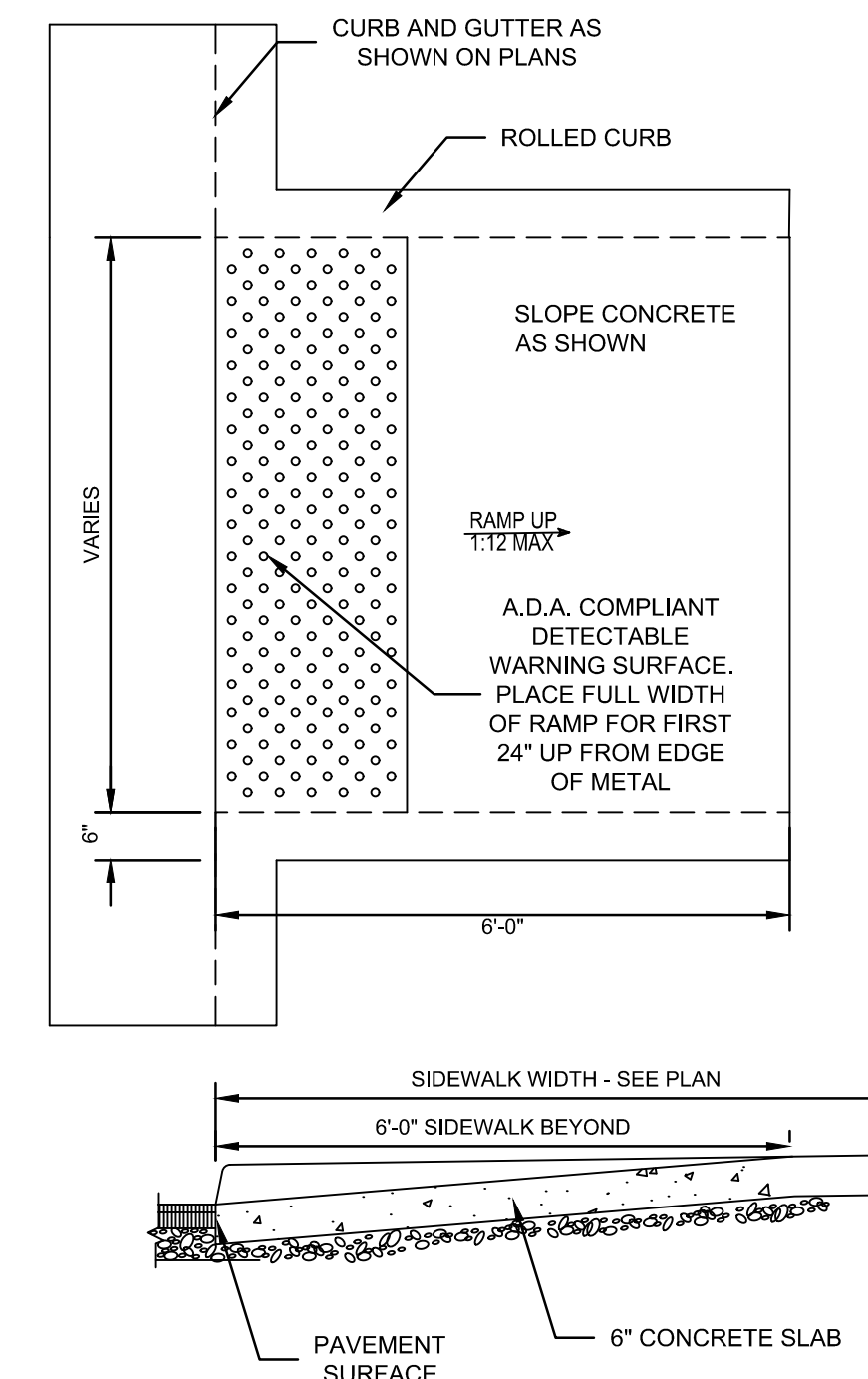
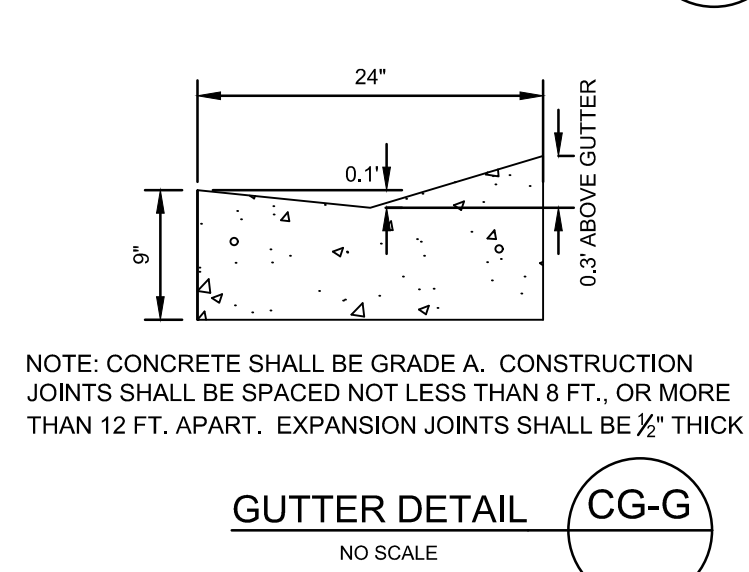
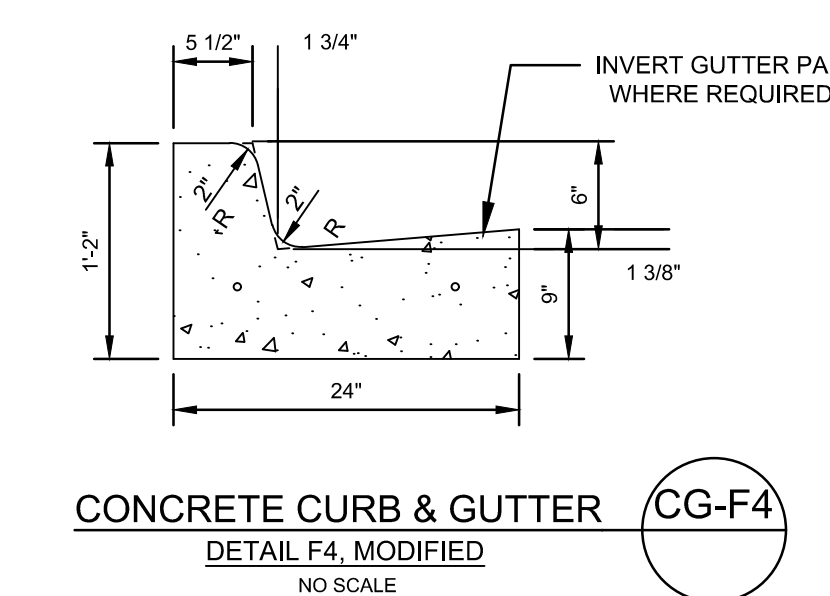
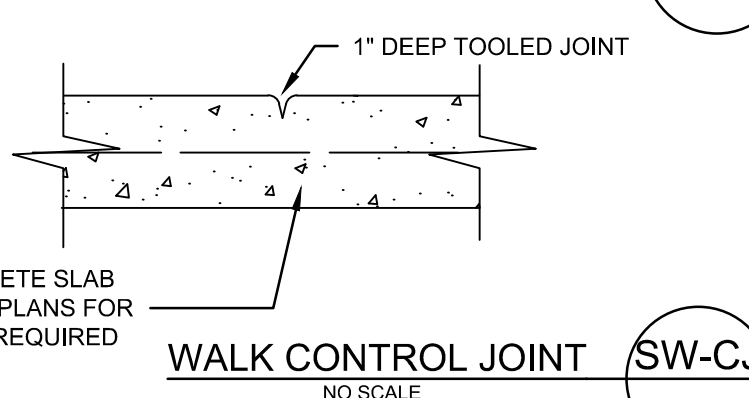
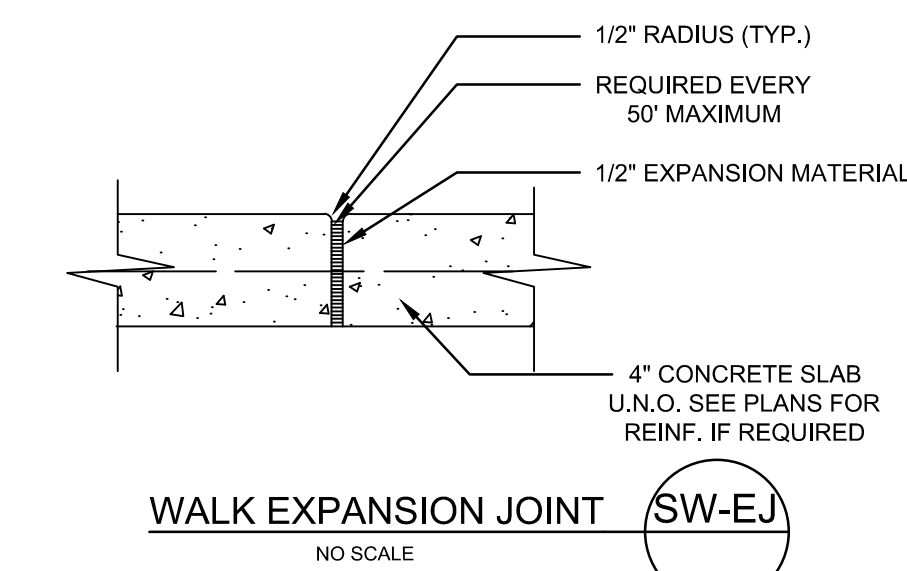
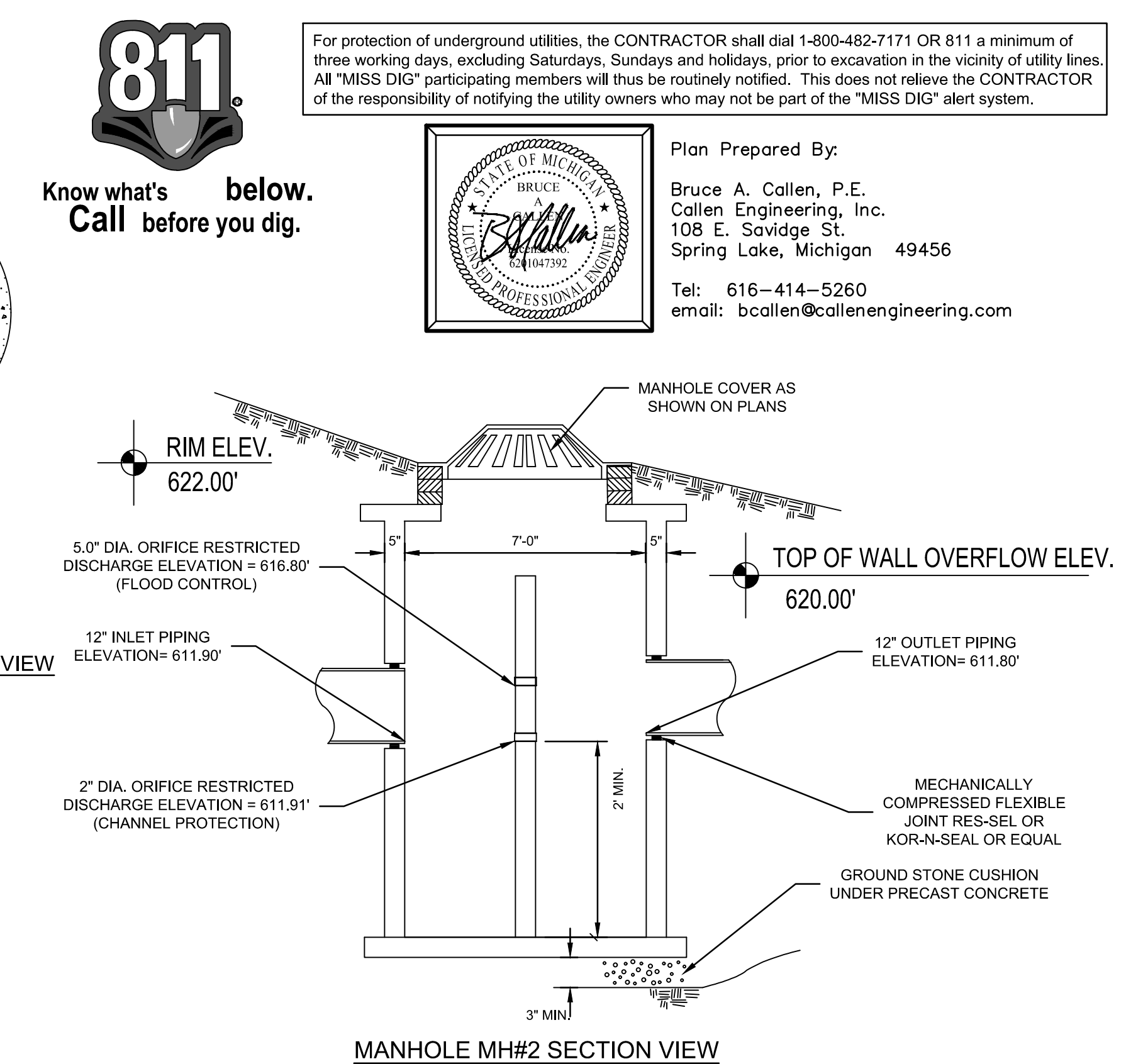
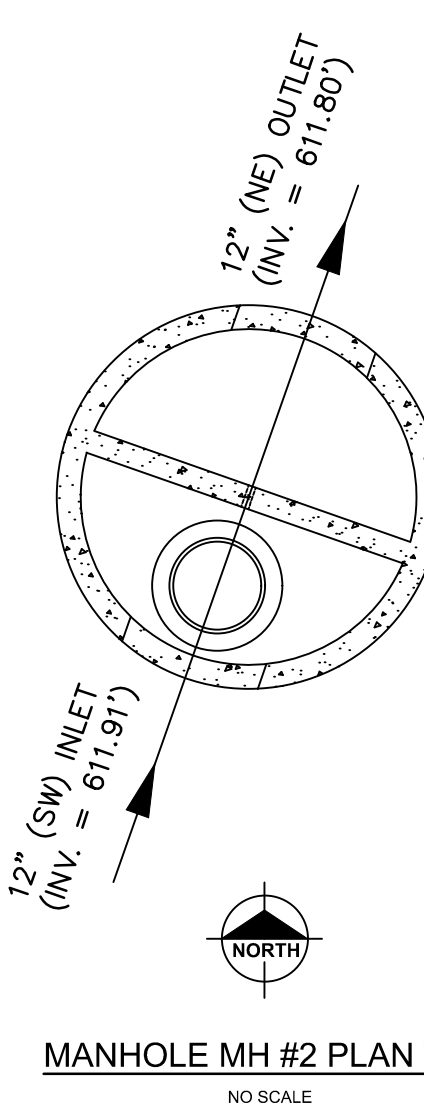
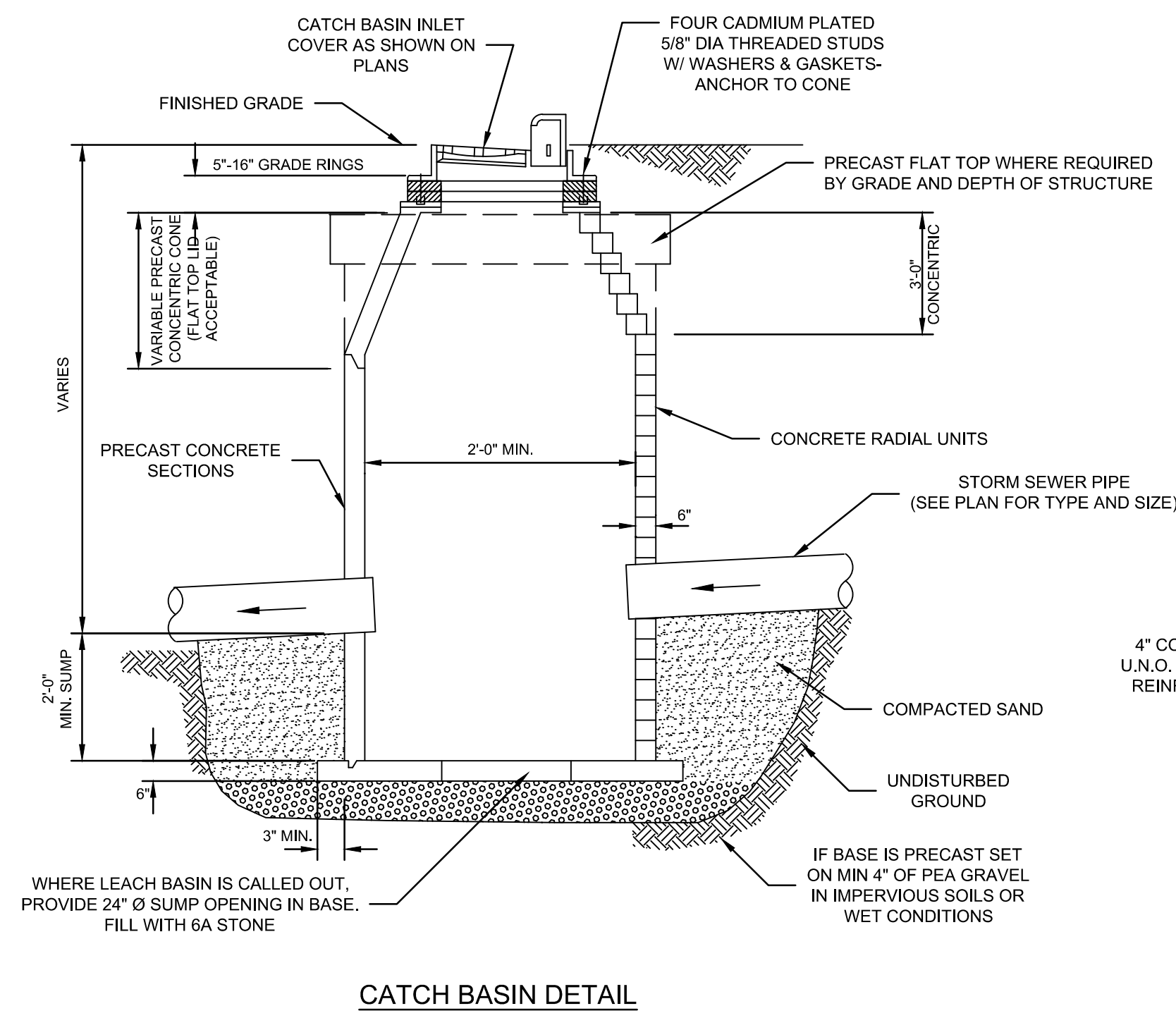
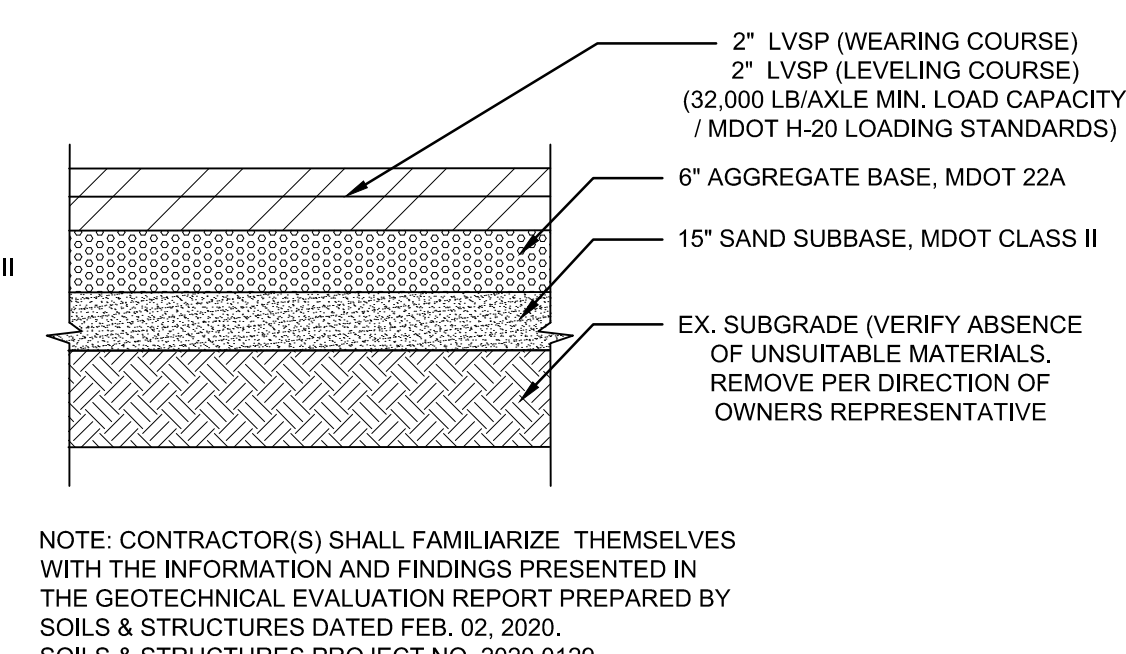
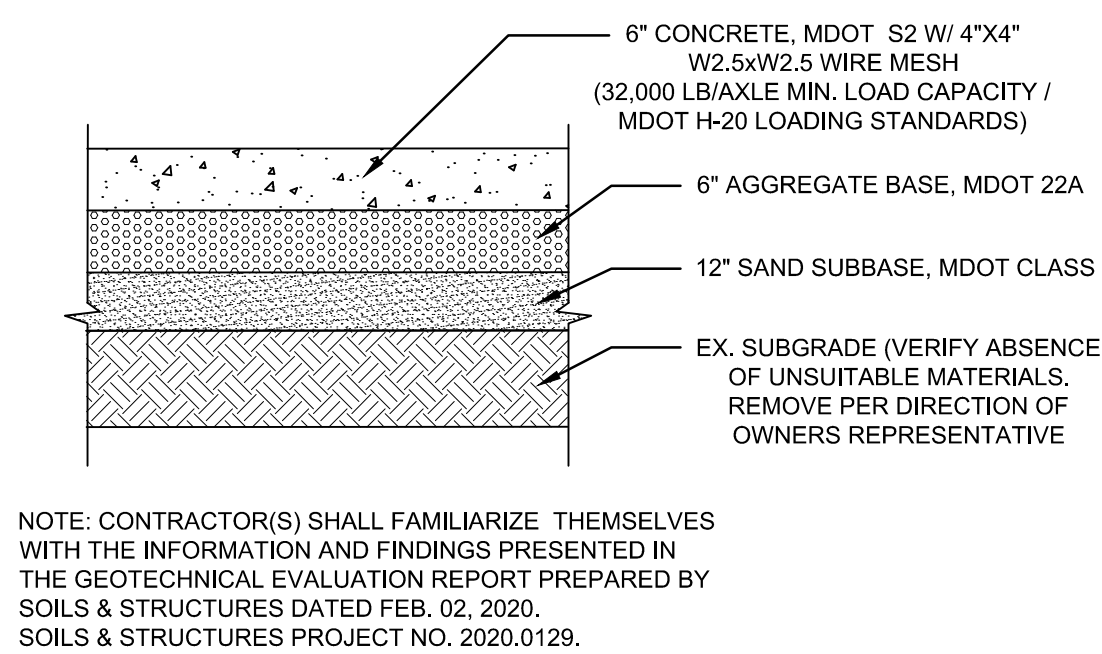
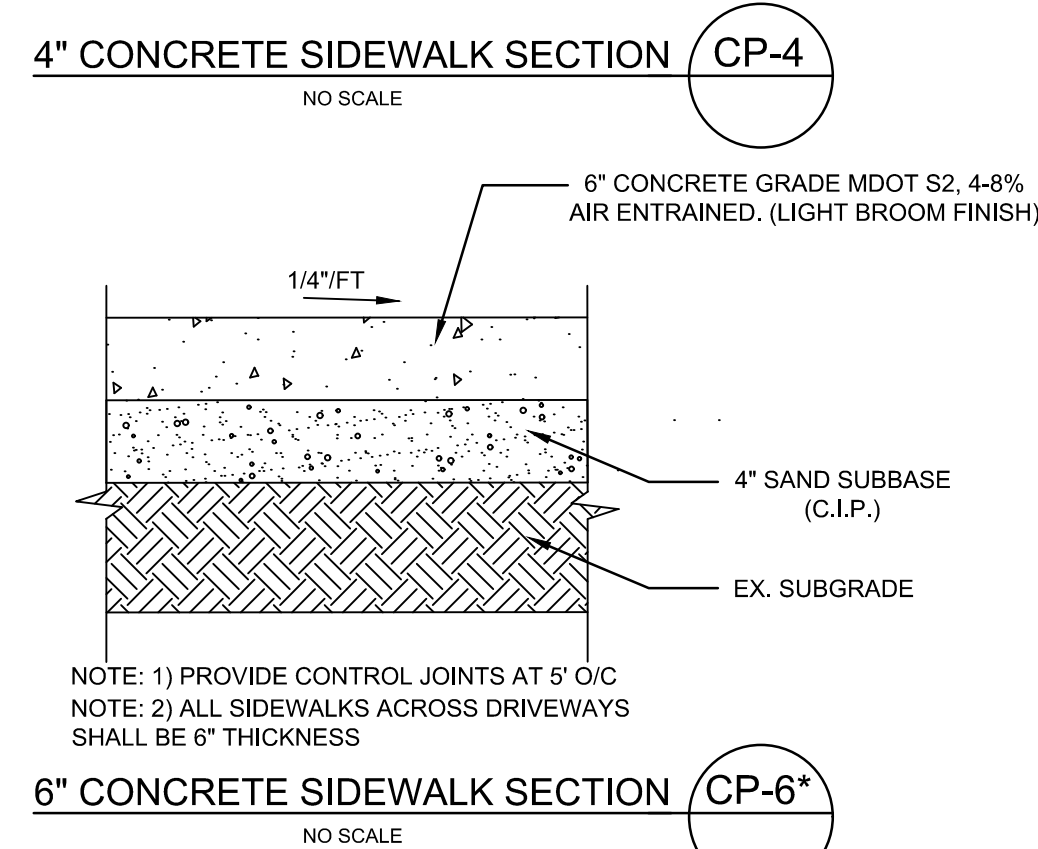
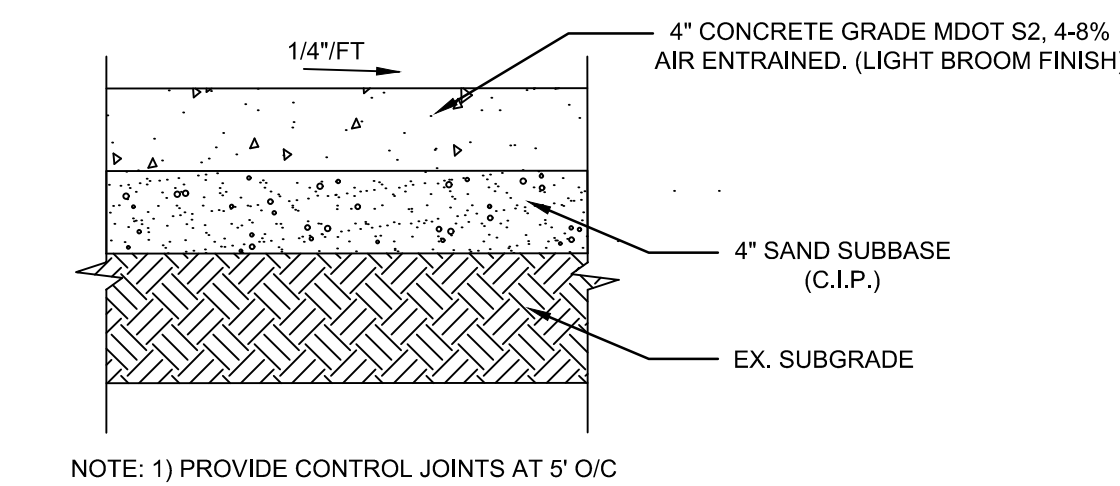
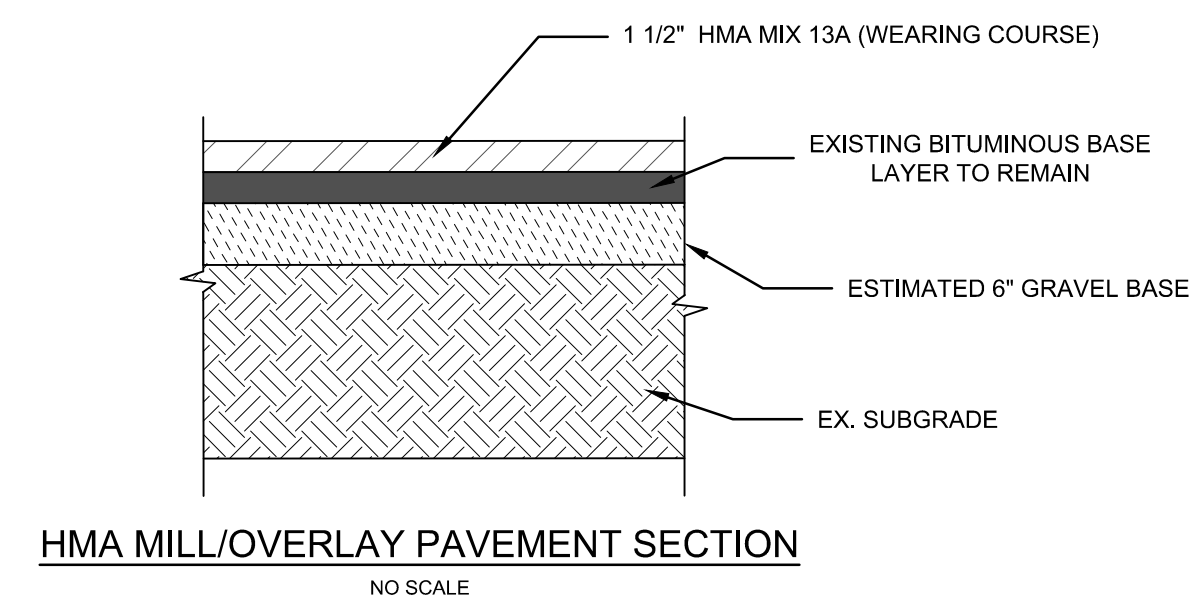
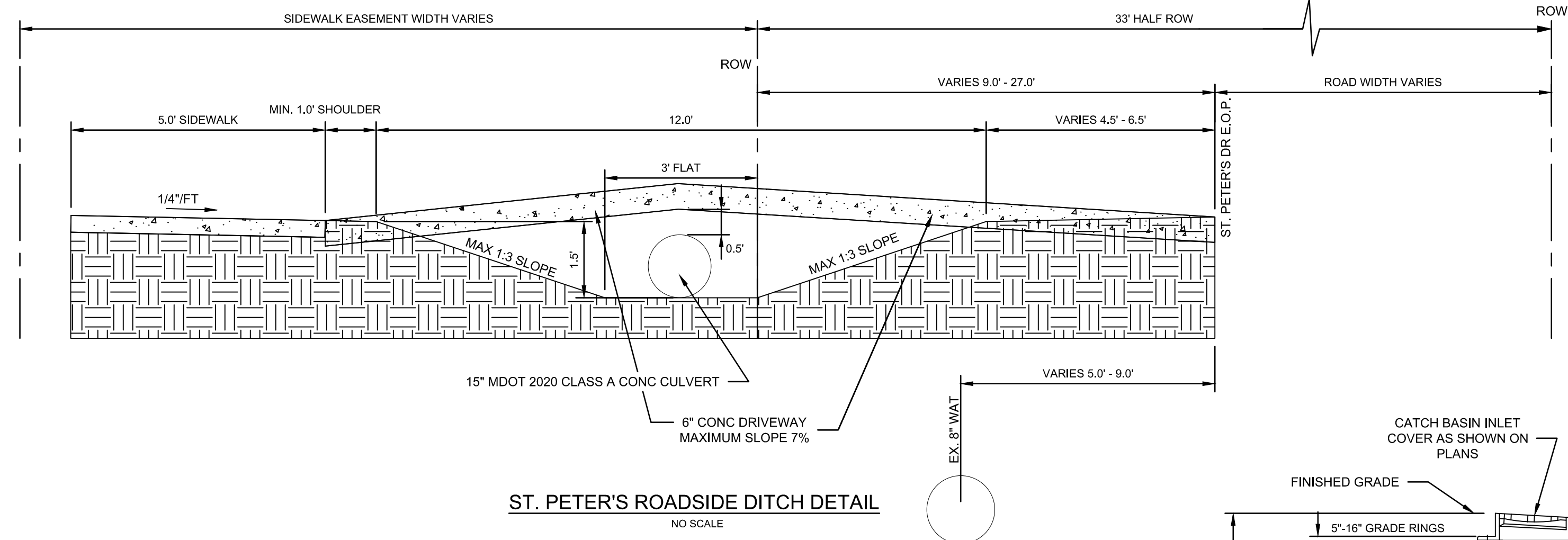
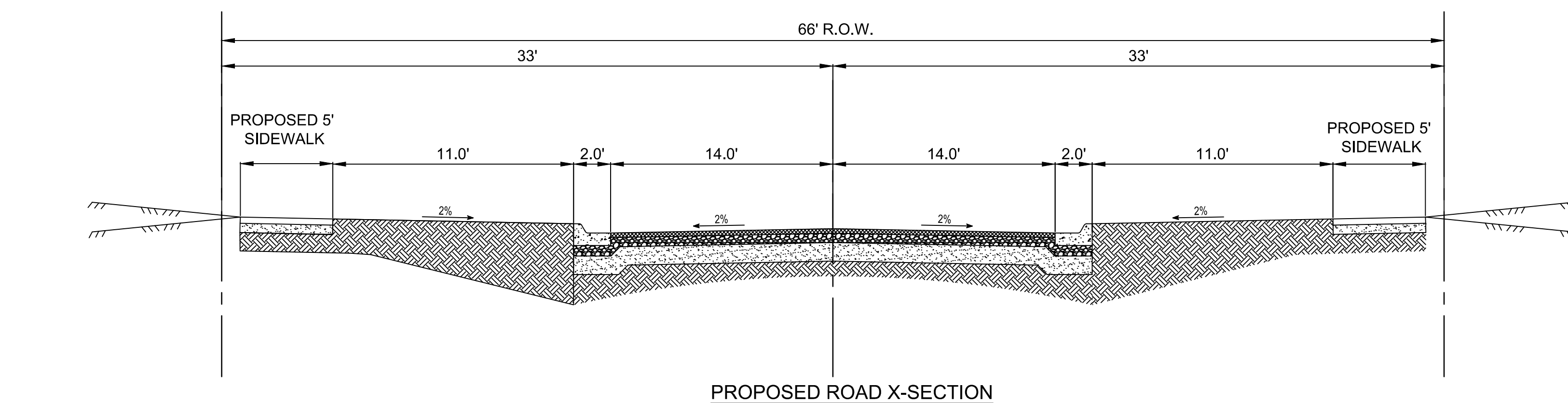
DATE OF PLAN: 11-07-23

#### STORM SEWER PLAN AND PROFILE

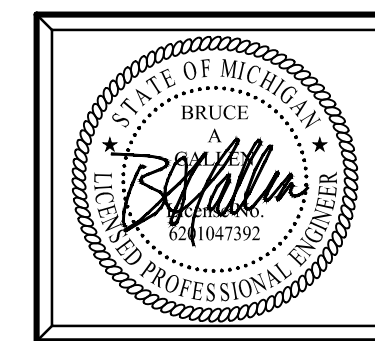
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Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 07, 2023

C3.2

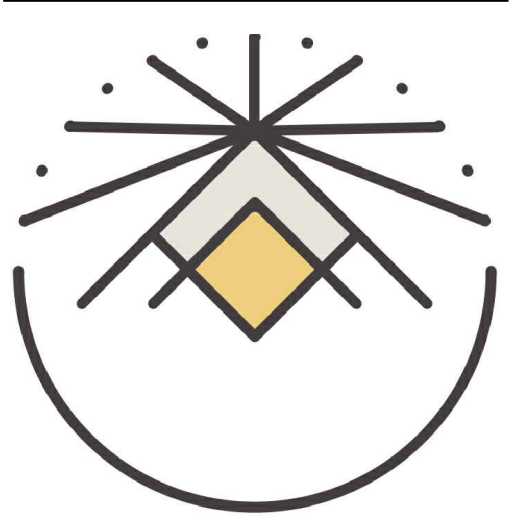




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**X-SECTIONS,  
NOTES, AND  
DETAILS**

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 7, 2023

DATE OF PLAN: 11-07-23

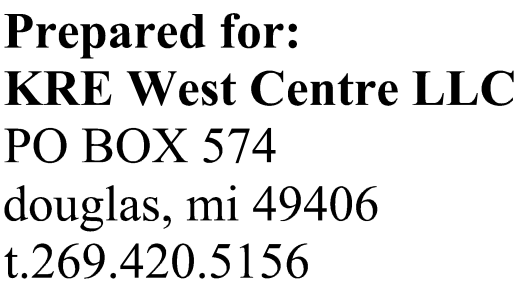
**C4.0**



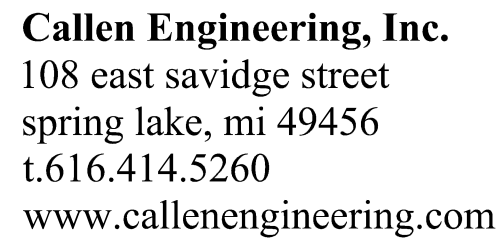


A circular professional engineer seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "BRUCE A. BALLMAN" in a stylized script font, with "BRUCE" and "A." above it and "BALLMAN" below it. Below the name is the license number "6241047392".

Tel: 616-414-5260  
email: [bcallen@callenengineering.com](mailto:bcallen@callenengineering.com)



CENTRE  
COLLECTIVE  
324 West Center Street  
Douglas, Michigan

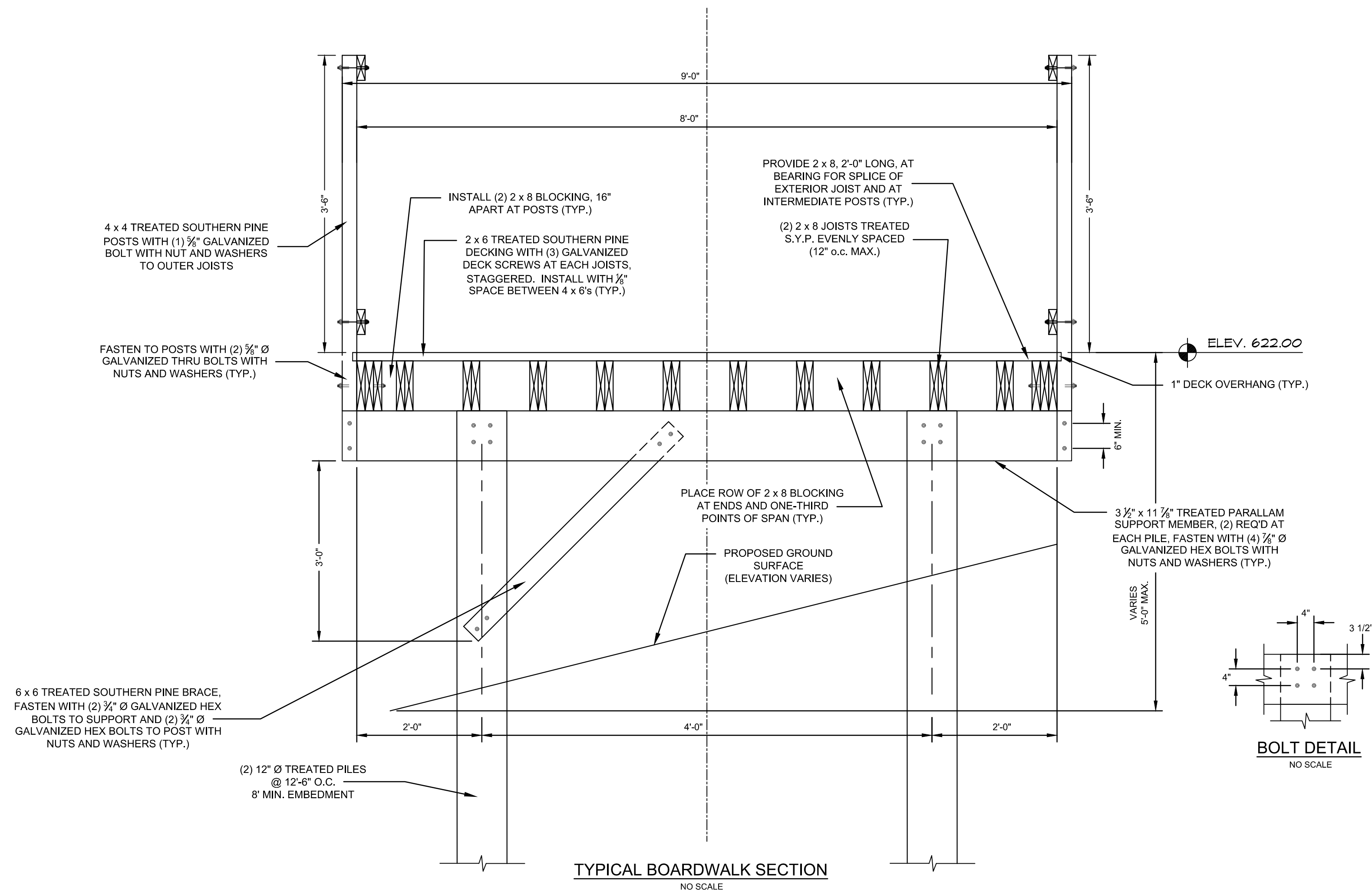


## X-SECTIONS, NOTES, AND DETAILS

Job No: 021 KERR - CENTRE COLLECTIVE  
Issue: FINAL SITE CONDO PLAN SUBMITTAL  
Issue Date: NOVEMBER 7, 2023

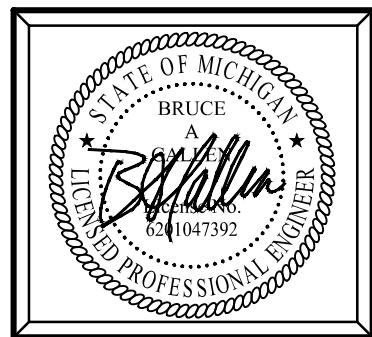
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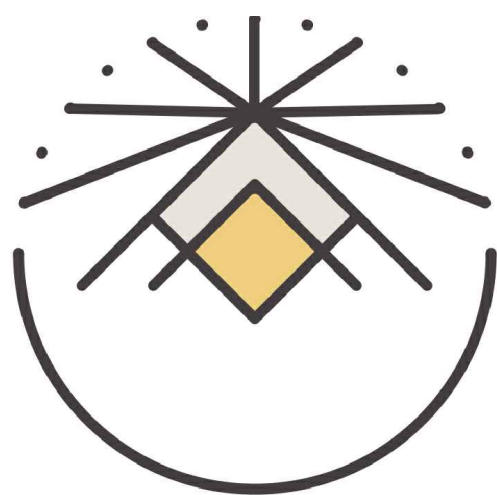


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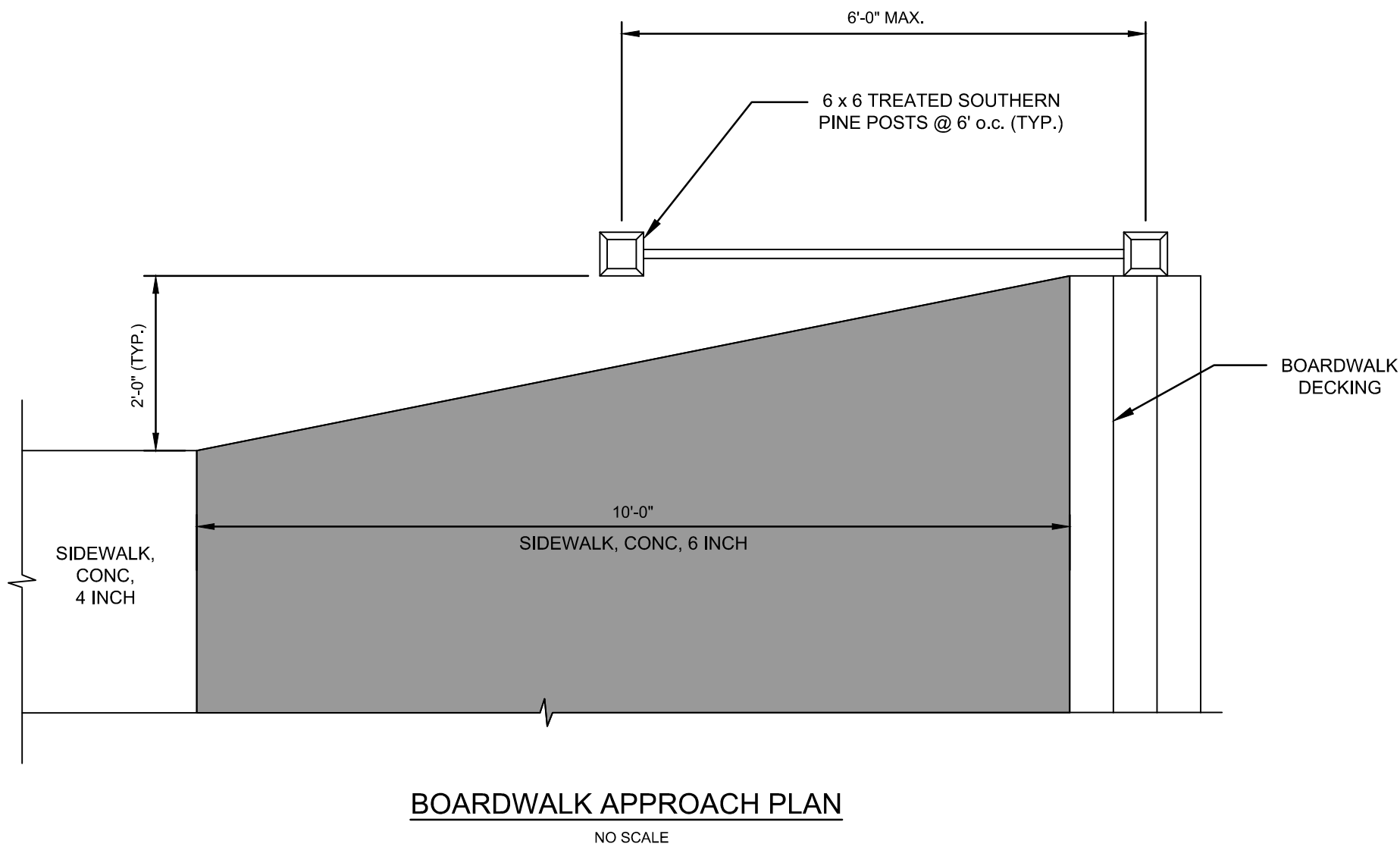
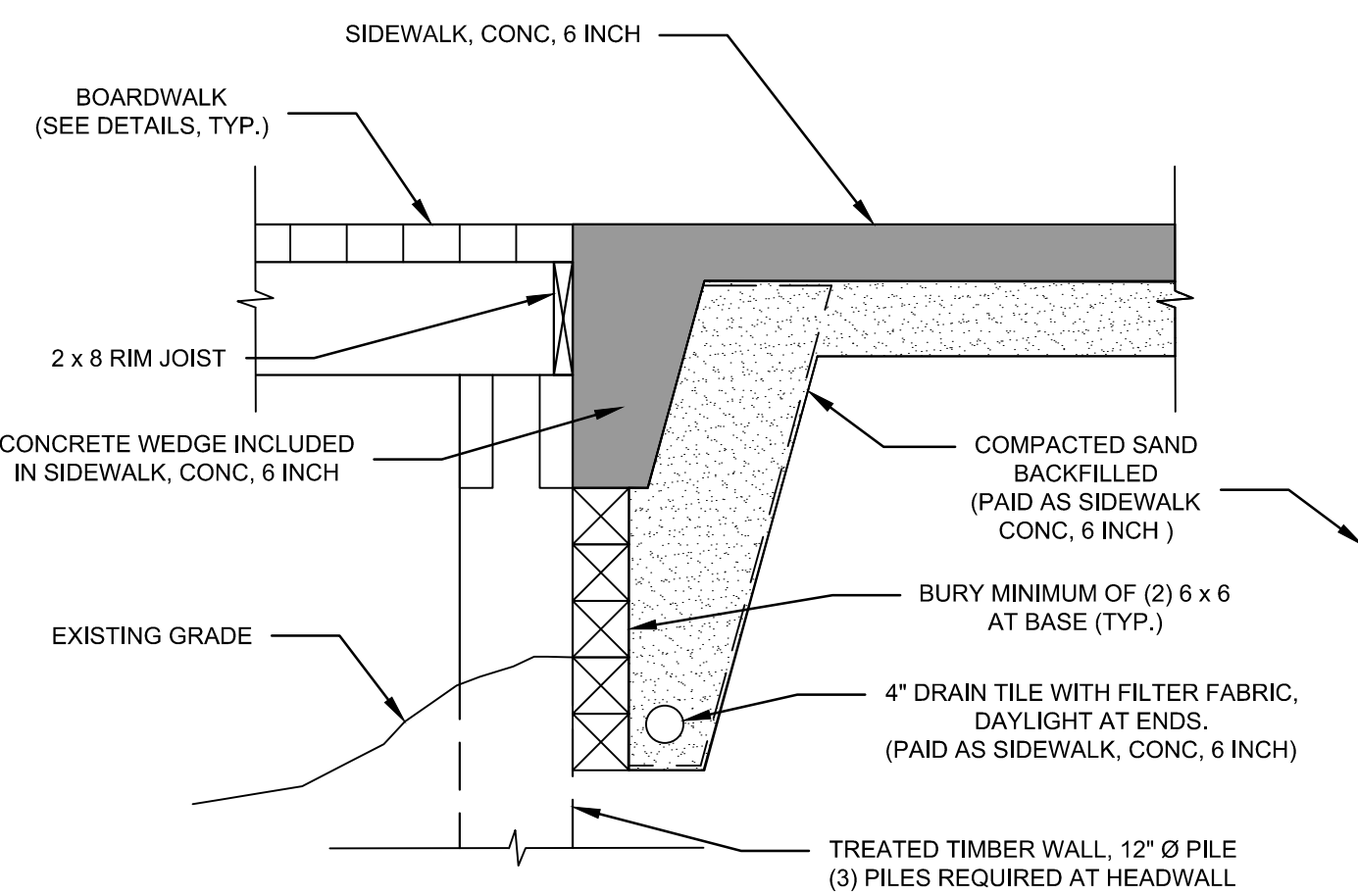


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C4.2





DATE OF PLAN: 11-07-23

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MASTER DEED  
OF  
CENTRE COLLECTIVE CONDOMINIUM

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

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

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

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

This document prepared by:

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

## MASTER DEED

### CENTRE COLLECTIVE CONDOMINIUM

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

### BACKGROUND

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

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

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

### ARTICLE 1

#### TITLE AND NATURE OF PROJECT

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

## ARTICLE 2

### LEGAL DESCRIPTION

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

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

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

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

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

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

### ARTICLE 3

#### DEFINITIONS

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

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

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

(c) “Block Grading Plan” means the block grading plan that is included in the Condominium Subdivision Plan attached hereto, which shows the lowest allowable floor elevation and lowest allowable opening elevation for each Unit, and include the "basement type" for each Unit (e.g. walkout, daylight, or standard basement) as indicated by the topography of each site and according to the approved Condominium Subdivision Plan.

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

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

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

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



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

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

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

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

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

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

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

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

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

(q) “Open Space Areas” means the Open Space Areas identified on attached Exhibit “B”. The Open Space Areas may include paths, trails, parks, water features, natural areas and/or open space areas within the Condominium. Developer shall have the right, in its sole discretion, to add additional Open Space Areas anywhere within the Condominium (excluding those portions of the Condominium that have been previously conveyed to third parties), and/or

to expand, contract, remove, eliminate, convert, change or modify previously designated Open Space Areas throughout the Condominium. Developer may designate or create new Open Space Areas within portions of the Condominium that are added to the Condominium as provided herein.

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

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

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

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

- (a) The land identified as a General Common Element on Exhibit “B”.
- (b) The cul de sac island and the lawn area between sidewalks and roadway as shown on Exhibit “B”.
- (c) The trails, walks, and paths identified as General Common Elements on attached Exhibit “B”.
- (d) The gazebo, elevated deck, fire pit area and related decks and trails shown as General Common Elements on attached Exhibit “B”.
- (e) The electrical transmission system located throughout the Condominium Project, up to the point of connection to a Unit.
- (f) The telephone transmission system located throughout the Condominium Project, up to the point of connection to a Unit.
- (g) The gas distribution system throughout the Condominium Project, up to the point of connection to a Unit.
- (h) The water distribution system and waste disposal network throughout the Condominium Project, up to the point of connection to a Unit.
- (i) The sanitary sewer system throughout the Condominium Project, up to the point where sewer is stubbed for connection with a Unit.
- (j) The telecommunications system throughout the Condominium Project, up to the point of connection to a Unit.

(k) The storm water drainage system, including retention areas, collection points and connections, as shown on attached Exhibit "B" (except to the extent all or portions of such systems are dedicated to the public or a governmental authority).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Each Co-owner will be solely responsible for arranging for and paying all costs in connection with extension of any public water, public sewer, telephone, electric, gas,

cable television and other utility lines by laterals from any mains to any residence, structures and fixtures located within their respective Unit.

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

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

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

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

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

## **ARTICLE 6 EASEMENTS**

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

6.2 Maintenance and Repair. There shall also be permanent easements in favor of the Association, and the Developer during the Development and Sales Period, to, through and over those portions of the Condominium Premises (including the Units) as may be reasonable for (a) the

maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or that the Association (or Developer) may elect to assume; (b) the installation, maintenance and repair of all utility services furnished to the Condominium Project; and (c) access to Units for purposes of decoration, maintenance, repair or replacement pursuant to the rights set forth in Article 4 above. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Bylaws.

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

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

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

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

In addition to, and notwithstanding the foregoing, all or portions of the storm water drainage and retention system within, or that serves the Condominium, including without limitation all retention ponds, basins, canals, connections, ditches, pipes, pumps and other infrastructure and/or facilities may be dedicated or transferred, either by easement or deed, to the Allegan County Drain Commission or other public or quasi-public drainage authority or district. The drainage authority will have the authority to impose special assessments or other costs or charges in connection with the drainage district. All Co-owners and mortgagees are deemed to have irrevocably consented to the foregoing and agree to be governed by the terms and conditions of the authority from and after the time that the authority is created and established. All Co-owners and mortgagees acknowledge and agree that they shall comply with the terms of any Section 433 Agreement that may be executed by the Developer or the Association with respect to establishment of the drainage authority within the Condominium.

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

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

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

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

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

6.9 Rear and Side Yard Drainage Easements. Private easements for rear, side yard and surface drainage are hereby created for the benefit of upland Units within the Condominium and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for surface drainage are for the continuous passage of surface water and each Unit Co-owner will be responsible for maintaining the surface drainage system across their Unit. No construction is permitted within a private easement for rear, side yard and surface drainage. This includes fences, swimming pools, sheds, garages, patios, decks, or any other permanent



structure or landscaping features. No dumping of grass clippings, leaves, brush or other refuse is allowed within a drainage easement. These items obstruct drainage, restrict flow and plug culverts. This can lead to higher maintenance costs and cause flooding situations. Silt fence shall remain in place along the rear yard easement boundary until the Unit has been final graded for landscaping and has established growth. Only the portion of silt fence on a Unit that has been developed and that has adequate ground cover may be removed.

## ARTICLE 7

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

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

## ARTICLE 8

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

8.1 Notwithstanding any other provision of this Master Deed or the Bylaws to the contrary, Units in the Condominium may be subdivided, consolidated and modified, and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article 8, and subject to any and all ordinances and approval rights of the City. Any such changes in an affected Unit shall be reflected in a duly recorded amendment to this Master Deed.

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

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

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

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

## **ARTICLE 9 CONVERTIBLE AREAS**

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

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

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

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

## **ARTICLE 9 AMENDMENT AND TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

(vii) To make alterations described in Article 8 above, even if the number of Units in the Condominium Project would thereby be increased or reduced; and

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

Amendments of the type described in this 9.4(d) may be made by the Developer without the consent of the Co-owners or mortgagees of Units, and any Co-owner or mortgagee having an interest in a Unit affected by such an amendment shall, at the request of the Developer, join with the Developer in amending this Master Deed, but any such amendment shall be effective on recording even without such joinder.

(e) A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments proposed by the Board of Directors or based on the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this 9.4(e) not less than ten (10) days before the amendment is recorded.

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

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

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

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

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

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

- (a) Termination of the Condominium Project;
- (b) A change in the method or formula used to determine percentage of value assigned to a Unit subject to the mortgagee's mortgage;
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;
- (d) Elimination of a requirement for the Association of Co-owners to maintain insurance on the Condominium Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the Unit subject to the mortgagee's mortgage;
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage; and
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.

## **ARTICLE 10 ASSIGNMENT**

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

## **ARTICLE 11 DEVELOPMENT STANDARDS**

The following development standards shall apply to the construction of all improvements within Units in the Condominium Project:

11.1 Block Grading Plan. The Block Grading Plan shows the direction of flow for the surface drainage for all Units. It is the Unit Co-Owner's responsibility to ensure that the final grading of the Unit is in accordance with the Block Grading Plan. During the final Unit grading and landscaping, the Co-Owner shall take care to ensure that the installation of fences, planting, trees, and shrubs do not interfere with nor concentrate the flow of surface drainage. No changes will be made in the grading of any Unit areas used for drainage which would later affect surface runoff drainage patterns without the prior written consent of the Allegan County Drain Commissioner for all portions of the drainage system. Finish grading for home construction shall be completed in conformance with the master drainage plan for the development and in such a manner so as not to create the excessive ponding of stormwater on the sites within the development.

11.2 Minimum Floor and Opening Elevations. The lowest allowable floor elevations are set at 2-foot or more above the highest known ground water elevation. The lowest allowable floor and/or opening elevations are set 1-foot or more above the 100-year floodplain or design high water level of the stormwater system. These elevations are set to reduce the risk of structural damage and the flooding of building interiors. A waiver from the set elevations may be granted by the Allegan County Drain Commissioner following receipt of a certification from a professional engineer or surveyor licensed in the

State of Michigan demonstrating that the proposed elevation does not pose a risk of flooding. Minimum building floor and opening elevations and bench mark locations and elevations are indicated on the Block Grading Plan.

11.3 Footings Drains and Sump Pumps. Water from such sources as eave troughs and footing drains shall be directed to laterals provided for the Units. Water from footing drains shall be discharged to the lateral via a sump pump with check valve system, or a gravity system with a double flap gate valve for backflow prevention. If no lateral is provided, the Unit Co-owner shall discharge said water in such a manner as to not impact neighboring land or public streets. Floor drains, laundry facilities or other similar features shall not be connected to a footing drain or sump pump system discharging to footing laterals and the storm sewer system. Laundry facilities and sewage lift pumps must discharge into the sanitary sewage disposal system.

11.4 Soil Erosion and Sedimentation Control Permits. Each individual Unit Co-Owner will be responsible for the erosion control measures necessary on their Unit to keep loose soil from their construction activities out of the street, catch basins, and off of adjacent Units. If any sedimentation in the street, catch basins, or adjacent Units results from construction for a particular Unit, it is the responsibility of that Unit Co-Owner to remove the sediment and restore the Unit to prevent further erosion. This applies to ALL Unit Co-Owners. A Soil Erosion and Sedimentation Control Permit must be obtained from the Allegan County Health Department prior to excavation for lots \_\_\_\_\_ through \_\_\_\_\_. [NOTE TO DRAFT – NEED TO CONFIRM IF THIS REQUIREMENT APPLIES TO ANY PARTICULAR UNITS]. All conditions set forth by such permit shall be met throughout construction activity until the permit is allowed to expire.

11.5 Open Water. Unit owners are responsible for the management and maintenance of open water bodies for aesthetics, aquatic habitat, recreation and water quality, including liability and costs.

[SIGNATURES ON FOLLOWING PAGE]

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

KRE WEST CENTRE, LLC,  
a Michigan limited liability company

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

STATE OF MICHIGAN       )  
  )  
ALLEGAN COUNTY        )

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

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

DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS  
FOR SAINT PETER'S SUBDIVISION

being in the Village of Douglas, Allegan County, State of Michigan, and also being in Section 16, Town 3 North, Range 16 West (Saugatuck Township, Allegan County, State of Michigan), according to the recorded plat thereof recorded in Liber 9 of Plats, on Page 16 thereof, in the Office of the Register of Deeds of Allegan County, State of Michigan.

WHEREAS, The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, is owner in trust for Saint Peter's Church, Douglas, Michigan, of the following-described premises situated in the Village of Douglas, County of Allegan, State of Michigan, and further being situated in Section 16, Town 3 North, Range 16 West (Saugatuck Township, Allegan County, State of Michigan), to-wit: Lots 1 through 14, inclusive, of Saint Peter's Subdivision, according to the plat thereof recorded in Liber 9 of Plats, Page 16, in the Office of the Register of Deeds, Allegan County, State of Michigan; and as such owner desires to impose certain protective covenants, restrictions, and conditions on said plat.

NOW, THEREFORE, the undersigned, The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, being owner of said plat in trust as aforesaid, does hereby covenant and agree to impose and does hereby impose the following protective covenants, restrictions, and conditions upon the use of said lots being all of Lots 1 through 14, inclusive, of said plat, which said protective covenants, restrictions, and conditions shall be hereinafter binding on the undersigned and all and any grantees under deeds from the undersigned and their respective heirs, executors, administrators, and assigns and grantees, namely:

1. No buildings shall be erected on any of said lots except dwelling houses and garages, each of said dwelling houses to be 1400 or more square feet in interior floor space, exclusive of basement. Said garages shall be for the use only of owners of said dwelling house and shall be of design and construction of material identical or reasonably similar to that of the said dwelling house. No temporary buildings or structures shall be placed on any lot except to shelter tools and equipment during construction of a dwelling house and garage, and for no other purpose.

2. No dwelling house shall be used for any other purpose than the residence of one family; and no business, trade, or enterprise or practice of any profession shall be carried on in said dwelling house. No automotive vehicle larger than a 3/4 ton truck nor any other vehicle other than a small-boat trailer shall be parked on any lot. Said term "other vehicle" includes house trailers.

3. Each grantee under any deed to any lot in said plat must complete the construction of a dwelling house on said lot within one and one-half years after delivery of said deed, except that a grantee under any deed or deeds to two contiguous lots may construct said dwelling house, a portion of which dwelling house is on each contiguous lot, the same, however, to be constructed within one and one-half years after delivery of said deed. Such dwelling house shall be constructed on the outside of new materials and shall exceed in value the amount of \$10.00 per square foot of interior floor space above basement and shall be of at least one story above the basement or cellar of said dwelling house.

4. Every said dwelling house shall be provided with inside toilet facilities. No outside privies shall be constructed on any lot, and all toilet facilities shall conform to Allegan County Health Department and/or Michigan Department of Health standards.

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LIBER 678 PAGE 600

5. There shall be a minimum of 25 feet between any portion of said dwelling house and any outer margin of any lot.

6. Any fences or hedges constructed or used on any lot shall be five feet or less in height.

7. Should any dwelling house or any lot be damaged or destroyed by fire or calamity, the said damage shall be repaired or the dwelling house destroyed be replaced within a reasonable time (one and one-half years or less) after damage or destruction; and any new structure or repair shall be consonant with the requirements as to the construction of a dwelling house provided herein.

8. Any fuel tank used on any such dwelling house herein shall be underground, and any outdoor receptacle for garbage or for the burning thereof shall be on the other side of said dwelling house from the front entrance of said dwelling house.

9. No rubbish or garbage shall be piled or stacked on the premises of any lot, and every lot shall be at all times kept orderly and landscaped with weeds and undergrowth cut, whether said lot is occupied or unoccupied.

10. No "For Sale" sign or advertising device of any kind shall be erected on the premises except that one "For Sale" sign may be placed advertising the sale of any dwelling house previously unoccupied.

11. No animals shall be kept on the premises of any lot in said plat, except that an owner may keep no more than two dogs and two cats as domestic pets, which animals at no time shall constitute a nuisance.

12. Any dwelling house or garage built on any lot shall conform to all laws of any governmental entity applicable thereto, and the use or occupancy of any such dwelling or garage shall not be in violation of any applicable laws.

These covenants shall run with the land and shall be binding on all parties holding title to any of said lots for a period of twenty years and shall be extended without notice for successive periods of twenty years unless and prior to the expiration of any such twenty-year period an instrument signed by the owners of record of a two-thirds majority of the lots in said subdivision has been recorded changing or modifying said covenants in whole or part, in which case the covenants herein shall be extended as changed or modified, which changes and modifications shall then run with the land and be binding on all parties owning lots in said subdivision.

Further, invalidation of any one of these covenants by judgment of any court or by statute or ordinances of any governmental entity shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Witness my hand and seal this 16th day of October, 1963, Anno Domini.

Witnesses:

Mary C. Drozdowski  
Mary C. Drozdowski  
Mary E. Regan  
Mary E. Regan

STATE OF MICHIGAN )

COUNTY OF )

Kent )

SS. )

Allen J. Babcock by Joseph J. Podhajski  
Most Reverend Allen J. Babcock, Bishop of  
the Roman Catholic Diocese of Grand Rapids,  
by Reverend Joseph J. Podhajski, his Attorney  
in-Fact

On October 16, 1963,  
before me, a Notary Public in and for said

County, personally appeared The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, by Reverend Joseph J. Podhajski, his Attorney-in-Fact, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

James L. Fellows  
Notary Public in and for the County of  
Kent, State of Michigan

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

1963 OCT 16 PM 4 02  
STATE OF MICHIGAN  
COUNTY OF ALLEGAN  
REGISTERED FOR RECORD  
*Theresa E. Stewart*  
REGISTER OF DEEDS

LIBER 678 PAGE 601

**OWNER CONSENT TO REPLAT AND TERMINATION OF PLAT RESTRICTIONS  
FOR THE ST. PETERS SUBDIVISION**

The undersigned, being all of the owners (collectively, the "Owners" and each an "Owner") of lots within the St. Peter's Subdivision, located in the City of the Village of Douglas, Saugatuck Township, Allegan County, Michigan, as per the Plat thereof recorded in Liber 9 of Plats, on Page 16, Allegan County, Michigan (the "Plat"), hereby approve and consent to the following:

(1) The filing of a replat of the Plat which shall vacate that portion of Pleasant Street located between Lot 10 on the West and Lots 11 and 12 on the East (the "Adjacent Lots"), as shown on Exhibit A attached hereto, provided that the owner of the Adjacent Lots shall covenant and agree that no public road shall be constructed within such vacated area.

(2) The termination of the Declaration of Covenants, Conditions and Restrictions for Saint Peter's Subdivision recorded in Liber 678, Page 599, Allegan County, Michigan (the "Plat Restrictions"), as to Lots 10 – 14 (inclusive) of the Plat; and

(3) The appointment of KRE West Center, LLC, a Michigan limited liability company, as attorney in fact for such Owners to execute such additional documents and instruments as may be necessary or appropriate to accomplish (1) and (2) above.

Each of the undersigned Owners represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent, and all required actions, consents and approvals therefor have been duly taken and obtained.

[SIGNATURES ON FOLLOWING PAGES]

+ Edward M. Lohse

Edward Lohse, Bishop of the Roman Catholic Diocese  
of Kalamazoo, Michigan and his successors in office, in  
trust for St. Peter Parish, Douglas, Michigan  
as the Owner of Lot 1 of the Plat

STATE OF MICHIGAN )

) ss.

COUNTY OF KALAMAZOO )

KIMBRALYN MILLER  
NOTARY PUBLIC – STATE OF MICHIGAN  
COUNTY OF KALAMAZOO  
My Commission Expires November 4, 2027  
Acting in the County of Kalamazoo

The foregoing was acknowledged before me this 1<sup>st</sup> day of August, 2023, by Edward Lohse, Bishop of the Roman Catholic Diocese of Kalamazoo, Michigan, and his successors in office, in trust for St. Peter Parish, Douglas, Michigan.

Kimbralyn Miller / Kimbralyn Miller  
Printed Name: \_\_\_\_\_  
Notary Public, Kalamazoo County  
State of Michigan  
My Commission Expires: 11-04-2027  
Acting in the County of Kalamazoo

Timothy A. Hoffman Trust dated January 10, 1996,  
as the Owner of Lot 2 of the Plat

By: [Signature]  
Printed: Timothy A. Hoffman  
Its: Trustee for

STATE OF Michigan )  
 ) ss.  
COUNTY OF Allegan )

The foregoing was acknowledged before me this 18<sup>th</sup> day of July, 2023, by  
Timothy A. Hoffman, the trustee of the Timothy A.  
Hoffman Trust dated January 10, 1996, on behalf of said Trust.

INGRID STEEN BOYER  
Notary Public, State of Michigan  
County of Allegan  
My Commission Expires November 30, 2028  
Acting in the County of Allegan

Printed Name: Ingrid Steen Boyer  
Notary Public, Allegan County  
State of Michigan  
My Commission Expires: November 30, 2028  
Acting in the County of Allegan

Olaf Huebner, Trustee of the Olaf and Jessica Huebner Trust, u/a/d January 8, 2021,  
as the Owner of Lots 3 and 4 of the Plat

By: [Signature]

Printed: OLAF HUEBNER

Its: TRUSTEE

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ALLEGAN )

The foregoing was acknowledged before me this 21<sup>st</sup> day of September, 2023, by Olaf Huebner, Trustee of the Olaf and Jessica Huebner Trust, u/a/d January 8, 2021, on behalf of said Trust.

VICKY WALTERS  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires Aug. 13, 2024  
Acting in the County of Ottawa

Vicky Walters  
Printed Name: Vicky Walters  
Notary Public, Ottawa County  
State of Michigan  
My Commission Expires: 8-13-2024  
Acting in the County of Ottawa

Jessica Huebner, Trustee of the Olaf and Jessica Huebner Trust, u/a/d January 8, 2021,  
as the Owner of Lots 3 and 4 of the Plat

By: [Signature]

Printed: Jessica Huebner

Its: Trustee

STATE OF Michigan )  
 ) ss.  
COUNTY OF Allegan )

The foregoing was acknowledged before me this 22<sup>nd</sup> day of September, 2023, by Jessica Huebner, Trustee of the Olaf and Jessica Huebner Trust, u/a/d January 8, 2021, on behalf of said Trust.

CHRISTINA SANDERS  
Notary Public - State of Michigan  
County of Allegan  
My Commission Expires Dec. 10, 2029  
Acting in the County of Allegan

Christina Sanders  
Printed Name: Christina Sanders  
Notary Public, Allegan County  
State of Michigan  
My Commission Expires: 12-10-2029  
Acting in the County of Allegan

Henry C. Zavislak, as Trustee of the Henry C. and Lynn  
E. Zavislak Trust, w/a/d April 20, 2017,  
as the Owner of Lot 5 of the Plat

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Henry C. Zavislak, as Trustee of the Henry C. and Lynn E. Zavislak Trust, w/a/d April 20, 2017, on behalf of said Trust.

Printed Name: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Lynn E. Zavislak, as Trustee of the Henry C. and Lynn  
E. Zavislak Trust, w/a/d April 20, 2017,  
as the Owner of Lot 5 of the Plat

By: Lynn E. Zavislak

Printed: LYNN E. ZAVISLAK

Its: \_\_\_\_\_

STATE OF Michigan )

) ss.

COUNTY OF Allegan )

The foregoing was acknowledged before me this 28 day of July, 2023, by Lynn E. Zavislak, as Trustee of the Henry C. and Lynn E. Zavislak Trust, w/a/d April 20, 2017, on behalf of said Trust.

**RYAN JOHNSON**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF ALLEGAN  
My Commission Expires April 27, 2028  
Acting in the County of Allegan

Printed Name: Ryan Johnson

Notary Public, Allegan County

State of Michigan

My Commission Expires: 4-27-2028

Acting in the County of Allegan

Signature Page 4 of 8

**RYAN JOHNSON**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF ALLEGAN**  
 My Commission Expires April 27, 2028  
 Acting in the County of Allegan

Craig W. Wigley, as Trustee of the Craig & Julie Wigley  
 Joint Living Trust, w/a/d August 12, 2020,  
 as the Owner of Lot 6 of the Plat

By: Craig W. Wigley  
 Printed: Craig W. Wigley  
 Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF ALLEGAN )

The foregoing was acknowledged before me this 30 day of August, 2023, by Craig W. Wigley, as Trustee of the Craig & Julie Wigley Joint Living Trust, w/a/d August 12, 2020, on behalf of said Trust.

Printed Name: Ryan Johnson  
 Notary Public, Allegan County  
 State of MICHIGAN  
 My Commission Expires: 4-27-2028  
 Acting in the County of Allegan

**RYAN JOHNSON**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF ALLEGAN**  
 My Commission Expires April 27, 2028  
 Acting in the County of Allegan

Julie Wigley, as Trustee of the Craig & Julie Wigley  
 Joint Living Trust, w/a/d August 12, 2020,  
 as the Owner of Lot 6 of the Plat

By: Julie Wigley  
 Printed: Julie Wigley  
 Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
 COUNTY OF ALLEGAN )

The foregoing was acknowledged before me this 30 day of August, 2023, by Julie Wigley, as Trustee of the Craig & Julie Wigley Joint Living Trust, w/a/d August 12, 2020, on behalf of said Trust.

Printed Name: Ryan Johnson  
 Notary Public, Allegan County  
 State of MICHIGAN  
 My Commission Expires: 4-27-2028  
 Acting in the County of Allegan



6467 PROPERTIES, LLC,  
as the Owner of Lots 7 and 8 of the Plat

By: Mark Schrupp

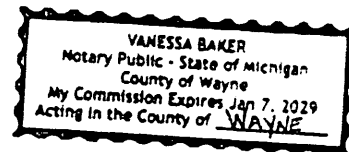
Printed: Mark Schrupp

Its: Manager

State of Michigan )  
County of Wayne ) ss.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
Mark Schrupp the Manager of 6467  
6467 PROPERTIES, LLC, a Michigan limited liability company, on behalf of the company.

Vanessa Baker  
Printed Name: VANESSA BAKER  
Notary Public, WAYNE County  
State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of WAYNE



ALEXANDER BARDE  
as the Owner of Lot 9 of the Plat

By: Alex Barde

Printed: ALEX BARDE

Its: \_\_\_\_\_

STATE OF Michigan )

) ss.

COUNTY OF Allegan )

The foregoing was acknowledged before me this 19 day of July, 2023, by  
Alexander Barde.

**RYAN JOHNSON**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF ALLEGAN  
My Commission Expires April 27, 2028  
Acting in the County of Allegan

Ryan Johnson  
Printed Name: Ryan Johnson  
Notary Public, Allegan County  
State of Michigan  
My Commission Expires: 4-27-2028  
Acting in the County of Allegan

JUDITH BARDE,  
as the Owner of Lot 9 of the Plat

By: Judy Barde

Printed: Judy Barde

Its: \_\_\_\_\_

STATE OF Michigan )

) ss.

COUNTY OF Allegan )

The foregoing was acknowledged before me this 19 day of July, 2023, by Judith  
Barde.

**RYAN JOHNSON**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF ALLEGAN  
My Commission Expires April 27, 2028  
Acting in the County of Allegan

Ryan Johnson  
Printed Name: Ryan Johnson  
Notary Public, Allegan County  
State of Michigan  
My Commission Expires: 4-27-2028  
Acting in the County of Allegan

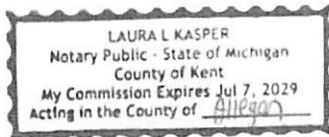
KRE WEST CENTER, LLC,  
as the Owner of Lots 10, 11, 12, 13 and 14 of the Plat

By: *[Signature]*

Jeffrey A. Kerr  
Manager

STATE OF Michigan )  
 ) ss.  
COUNTY OF Allegan )

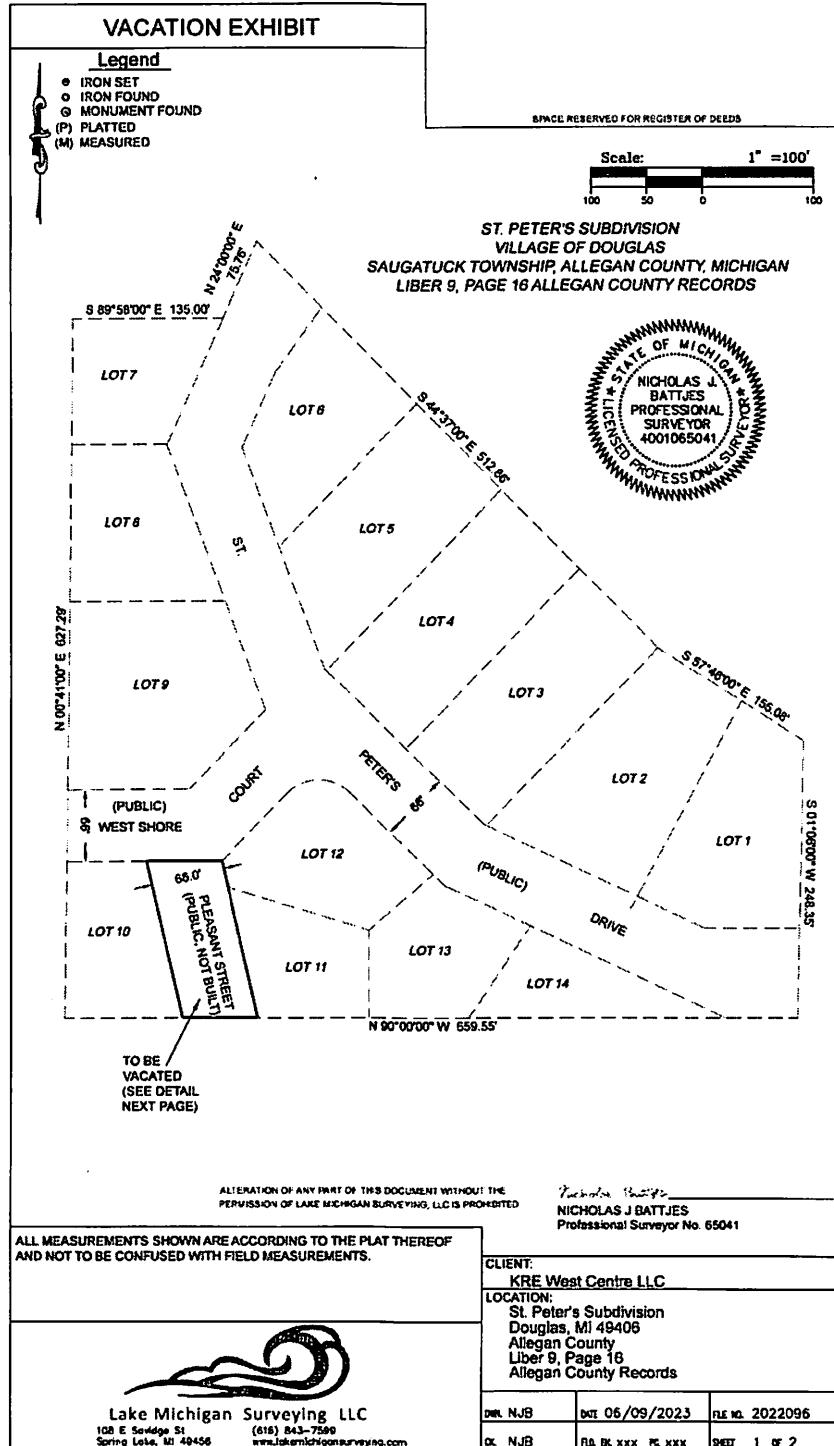
The foregoing was acknowledged before me this 17 day of JULY, 2023, by Jeffrey Kerr, the Manager of KRE WEST CENTER, LLC, a Michigan limited liability company, on behalf of said company.



*[Signature]*  
Printed Name: Laura L. Kasper  
Notary Public, Kent County  
State of Michigan  
My Commission Expires: JULY 7, 2029  
Acting in the County of Allegan

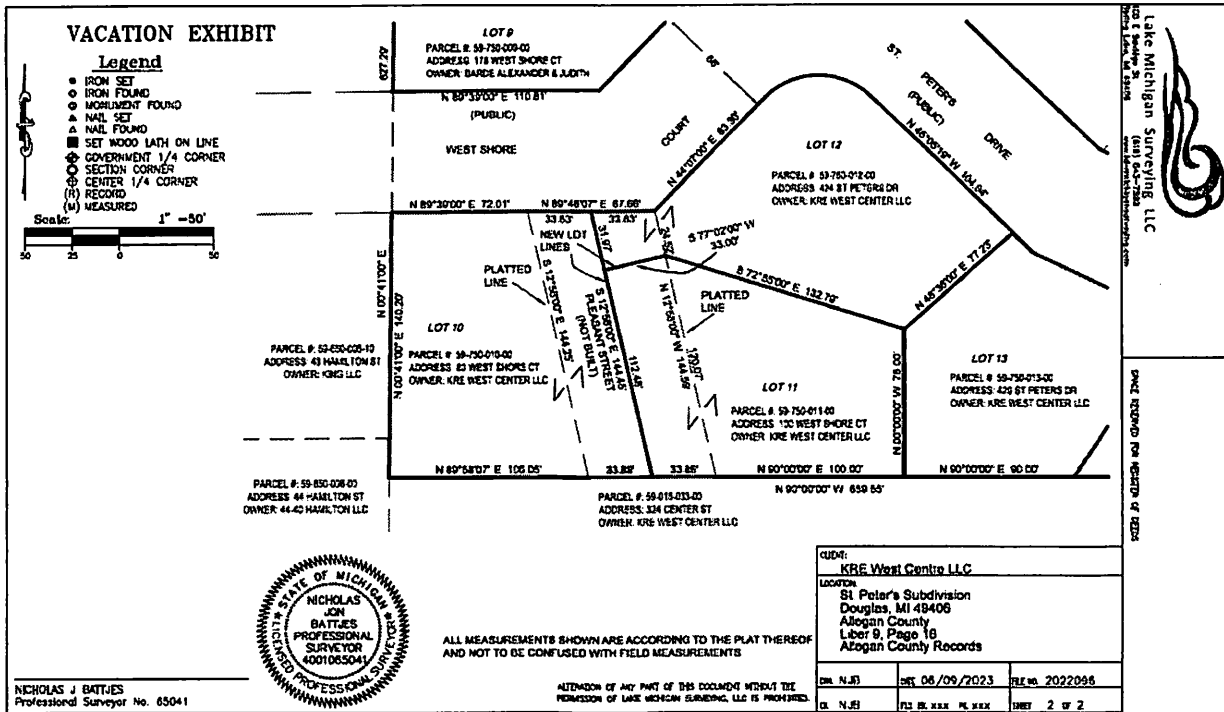
Prepared by and return after recording to:

Steven J. Rypma  
HONIGMAN LLP  
650 Trade Centre Way, Suite 200  
Kalamazoo, MI 49002-0402

**EXHIBIT A****Depiction of Pleasant Street Vacation (Page 1 of 2)**

**EXHIBIT A**

## Depiction of Pleasant Street Vacation (Page 2 of 2)



**DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS  
FOR SAINT PETER'S SUBDIVISION**

being in the Village of Douglas, Allegan County, State of Michigan, and also being in Section 16, Town 3 North, Range 16 West (Saugatuck Township, Allegan County, State of Michigan), according to the recorded plat thereof recorded in Liber 8 of Plats, on Page 16 thereof, in the Office of the Register of Deeds of Allegan County, State of Michigan.

WHEREAS, The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, is owner in trust for Saint Peter's Church, Douglas, Michigan, of the following-described premises situated in the Village of Douglas, County of Allegan, State of Michigan, and further being situated in Section 16, Town 3 North, Range 16 West (Saugatuck Township, Allegan County, State of Michigan), to-wit: Lots 1 through 14, inclusive, of Saint Peter's Subdivision, according to the plat thereof recorded in Liber 8 of Plats, Page 16, in the Office of the Register of Deeds, Allegan County, State of Michigan; and as such owner desires to impose certain protective covenants, restrictions, and conditions on said plat.

NOW, THEREFORE, the undersigned, The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, being owner of said plat in trust as aforesaid, does hereby covenant and agree to impose and does hereby impose the following protective covenants, restrictions, and conditions upon the use of said lots being all of Lots 1 through 14, inclusive, of said plat, which said protective covenants, restrictions, and conditions shall be hereinafter binding on the undersigned and all and any grantees under deeds from the undersigned and their respective heirs, executors, administrators, and assigns and grantees, namely:

1. No buildings shall be erected on any of said lots except dwelling houses and garages, each of said dwelling houses to be 1400 or more square feet in interior floor space, exclusive of basement. Said garages shall be for the use only of owners of said dwelling houses and shall be of design and construction of material identical or reasonably similar to that of the said dwelling house. No temporary buildings or structures shall be placed on any lot except to shelter tools and equipment during construction of a dwelling house and garage, and for no other purpose.
2. No dwelling house shall be used for any other purpose than the residence of one family; and no business, trade, or enterprise or practice of any profession shall be carried on in said dwelling house. No automotive vehicle larger than a 3/4 ton truck nor any other vehicle other than a small-hoist trailer shall be parked on any lot. Said term "other vehicle" includes house trailers.
3. Each grantee under any deed to any lot in said plat must complete the construction of a dwelling house on said lot within one and one-half years after delivery of said deed, except that a grantee under any deed or deeds to two contiguous lots may construct said dwelling house, a portion of which dwelling house is on each contiguous lot, the same, however, to be constructed within one and one-half years after delivery of said deed. Such dwelling house shall be constructed on the outside of new materials and shall exceed in value the amount of \$10.00 per square foot of interior floor space above basement and shall be of at least one story above the basement or cellar of said dwelling house.
4. Every said dwelling house shall be provided with inside-toilet facilities. No outside privies shall be constructed on any lot, and all toilet facilities shall conform to Allegan County Health Department and/or Michigan Department of Health standards.

LIBER 678 PAGE 599

LIBER 678 PAGE 600

5. There shall be a minimum of 25 feet between any portion of said dwelling house and any outer margin of any lot.

6. Any fences or hedges constructed or used on any lot shall be five feet or less in height.

7. Should any dwelling house or any lot be damaged or destroyed by fire or calamity, the said damage shall be repaired or the dwelling house destroyed be replaced within a reasonable time (one and one-half years or less) after damage or destruction; and any new structure or repair shall be consonant with the requirements as to the construction of a dwelling house provided herein.

8. Any fuel tank used on any such dwelling house herein shall be underground, and any outdoor receptacle for garbage or for the burning thereof shall be on the other side of said dwelling house from the front entrance of said dwelling house.

9. No rubbish or garbage shall be piled or stacked on the premises of any lot, and every lot shall be at all times kept orderly and landscaped with weeds and undergrowth cut, whether said lot is occupied or unoccupied.

10. No "For Sale" sign or advertising device of any kind shall be erected on the premises except that one "For Sale" sign may be placed advertising the sale of any dwelling house previously unoccupied.

11. No animals shall be kept on the premises of any lot in said plat, except that an owner may keep no more than two dogs and two cats as domestic pets, which animals at no time shall constitute a nuisance.

12. Any dwelling house or garage built on any lot shall conform to all laws of any governmental entity applicable thereto, and the use or occupancy of any such dwelling or garage shall not be in violation of any applicable laws.

These covenants shall run with the land and shall be binding on all parties holding title to any of said lots for a period of twenty years and shall be extended without notice for successive periods of twenty years unless and prior to the expiration of any such twenty-year period an instrument signed by the owners of record of a two-thirds majority of the lots in said subdivision has been recorded changing or modifying said covenants in whole or part, in which case the covenants herein shall be extended as changed or modified, which changes and modifications shall then run with the land and be binding on all parties owning lots in said subdivision.

Further, invalidation of any one of these covenants by judgment of any court or by statute or ordinances of any governmental entity shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Witness my hand and seal this 16th day of October 1983, Anna Domini.

Witnesses:

*Mary C. Drobnywski*  
*Mary C. Drobnywski*  
*Mary E. Regan*  
 Mary E. Regan

STATE OF MICHIGAN

COUNTY OF

Kent

1983.

*Allen G. Praluch by Joseph J. Rodzinski*  
 Most Reverend Allen G. Praluch, Bishop of  
 the Roman Catholic Diocese of Grand Rapids,  
 by Reverend Joseph J. Rodzinski, his Attorney  
 in-Fact

On October 16, 1983,  
 before me, a Notary Public in and for said

County, personally appeared The Most Reverend Allen J. Babcock, Bishop of the Roman Catholic Diocese of Grand Rapids, by Reverend Joseph J. Podhajski, his Attorney-in-Fact, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed,

James L. Fellows  
Notary Public in and for the County of  
West, State of Michigan

My commission expires: JAMES FELLOWS  
Notary Public, Kent County, Michigan  
My Commission Expires July 9, 1968

STATE OF MICHIGAN  
COUNTY OF ALLEGAN  
REGISTERED FOR RECORD  
1963 OCT 15 PM 4 02  
*James L. Fellows*  
REGISTER OF DEEDS

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