



**THE CITY OF THE VILLAGE OF DOUGLAS  
PLANNING COMMISSION  
THURSDAY, APRIL 20, 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/81604158686>

**Join by phone by dialing:** +1 (312) 626-6799 | **Then enter "Meeting ID":** 816 0415 8686

**1. CALL TO ORDER**

**2. ROLL CALL**

**A.** Approval of April 20, 2023 Agenda (additions/changes/deletions)

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

Motion to approve; April 20, 2023 Agenda & March 9, 2023 Minutes. (Roll Call Vote)

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

**4. PUBLIC COMMUNICATION - WRITTEN**

**5. NEW BUSINESS**

**A.** Saugatuck Public Schools Bus Lot (SW corner of Blue Star Hwy and Fremont St.) - Rezone Request from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential

**6. UNFINISHED BUSINESS**

**A.** Forest Gate Duplex Condominium Project (Tabled on 2.9.23)

**B.** 200 Center Street / Ordinance Amendment Discussion

**C.** Draft Sign Ordinance - 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 Pamela Aalderink, 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, MARCH 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**

**2. ROLL CALL:**

PRESENT

Commissioner John O'Malley

Commissioner Neal Seabert

Chair Paul Buszka

Vice-Chair Louise Pattison

Commissioner Gregory Freeman

Interim Planning & Zoning Administrator, Tricia Anderson

Deputy Clerk, Laura Kasper

ABSENT

Secretary Kelli Heneghan

Commissioner Matt Balmer

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

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

***Motion by Commissioner Freeman, Seconded by Commissioner Seabert, to approve; March 9, 2023 Agenda & February 9, 2023 Minutes.***

***Motion carried by unanimous roll call vote.***

**3. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES):** No verbal communication.

**4. PUBLIC COMMUNICATION – WRITTEN:** Two letters were submitted to the Commission.

A. Sue Neville and Sue Jansky Letter regarding the proposed Forest Gate Condo development – Letter received in agenda packet for public record.

B. Ralph Pizza Letter regarding the proposed Forest Gate Condo development - Letter received in agenda packet and for public record.

**5. NEW BUSINESS:**

A. **April Meeting Date Change** – Chair Buszka indicated that there will be some scheduling conflicts among some Planning Commission members on the regular meeting date of April 13<sup>th</sup>, 2023. He

proposed moving the meeting date out by one week and instead, holding it on April 20<sup>th</sup>, 2023.

***Motion by Commissioner Seabert, Seconded by Commissioner O'Malley, to reschedule the date of the regular April 13th Planning Commission meeting to April 20th.***

***Motion carried by unanimous roll call vote.***

- B. **485 Ferry – Forest Gate Condominium Development Special Studies-** Traffic and Environmental Study Review – Tricia Anderson, City Planner gave a summary of what the Commission would be considering with a motion for this item. Ms. Anderson spoke about the Public Hearing at last month's February 8, 2023 Commission meeting for the Forest Gate Development plan submission. The Commission voted unanimously at the February meeting to table the item until the applicant was able to address concerns brought forth by the Commission and Ms. Anderson. The motion did not include specific direction for staff follow up with independent consultants review for the special studies submitted by the applicant. These items were related to traffic impacts and environmental issues. She mentioned that the City has the right to have the applicant's submitted studies and reports review by a consultant of their choosing, and this motion is part of a formality of the Commission for the record. Ms. Anderson spoke about how the independent consultant's review of the special studies that were provided by the applicant will then assist in the Commissions analysis of the standards of site plan approval. This will give the Commission full reassurance that health safety and welfare standards are met, along with the determination of whether all standards are met.

***Motion by Commissioner O'Malley, seconded by Commissioner Seabert, to direct staff to have the traffic and environmental study's further reviewed by independent consultants. Motion carried by roll call vote. (Yes) O'Malley, Seabert, Freeman, Buszka (abstain) Pattison***

- C. **Planning Commission Bylaws – Discussion Only** – Chair Buszka opened the discussion and asked Tricia Anderson to provide background on the topic of the bylaws. She discussed how amending the Bylaws would be the appropriate way to enact new rules instead of adopting a resolution. Ms. Anderson gave a breakdown of the areas that needed attention or are not typical in Bylaws. This included procedural information, and a great deal of unnecessary language. She questioned the Commissioners if they would like an overhaul of the Bylaws to modernize and simplify the language within and she provided a sample of some new bylaws that she drafted for a different community. Commissioner Seabert stated his main concern with the Bylaws is that it should prohibit Commission Members from meeting without a quorum with applicants outside the setting of a public meeting. Commissioner Pattison stated that the main issue for her was the ex parte contact. Commissioner O'Malley and Commissioner Freeman agreed. Ms. Anderson explained that the Commission can restrict activities of members by what they allow in the Bylaws. Chair Buszka stated that the short-term solution to the problem is the ex parte amendment to the Bylaws, and he would support Ms. Anderson to update a draft for the next meeting. Commissioner Pattison also suggested that the Commission hold a workshop at their first session of the year to look at Bylaws and give commissioners a refresher on topics such as roles and responsibilities and some of the procedures outlined in the zoning ordinance. Commissioner Freeman supported the idea. Chair Buszka stated the next steps is to have Ms. Anderson to take the existing Planning Commission Bylaws and work in a section that would prohibit the ex parte contact and a provision for an annual training workshop as a refresher for roles and responsibilities.

## 6. UNFINISHED BUSINESS

- A. **Draft Sign Ordinance – Discussion Only** – Chair Buszka had directed Tricia Anderson at the prior meeting to give the current sign ordinance a complete overhaul. Ms. Anderson discussed the draft sign ordinance she provided to the Commissioners. She stated that the main focus the of the draft provided was to achieve content neutrality and to simplify the ordinance to make it more user friendly. The

draft also included graphics associated with definitions and a section that includes simplified regulatory language. The Commissioners gave feedback and were all in agreement that the draft should allow for the character and charm of Douglas to be preserved, while regulating electronic message signage. Chair Buszka addressed concern that without enforcement the ordinance is obsolete. He asked Commissioners to list their comments and provide Ms. Anderson with their ideas so she can make additional adjustments to the next draft.

## 7. REPORTS

- A. **Planning and Zoning Administrator Report** – Ms. Anderson talked about some of the future meeting agenda items which include the draft sign ordinance, Forest Gate, rezone request for the bus lot for Saugatuck Public Schools, and a PUD application from BDR for West Shore. She also mentioned that the Centre Collective developer has reconfigured the residential site condo layout and that it is a substantial enough change to warrant a public hearing and review by the Planning Commission. She stated that the upcoming meeting agendas will be limited to 3 items maximum to prevent late night meetings which often result in less productivity. In addition, she also is looking into a possible mapping error with 200 Center Street and will be going over with the City Attorney.
- B. **Planning Commissioner Remarks** -  
Commissioner Freeman and Commissioner O'Malley thanked Ms. Anderson for her work.

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

## 9. ADJOURNMENT:

*Motion to adjourn made by Commissioner Seabert, seconded by Commissioner O'Malley.*

Submitted by Laura Kasper, Deputy Clerk

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# williams&works

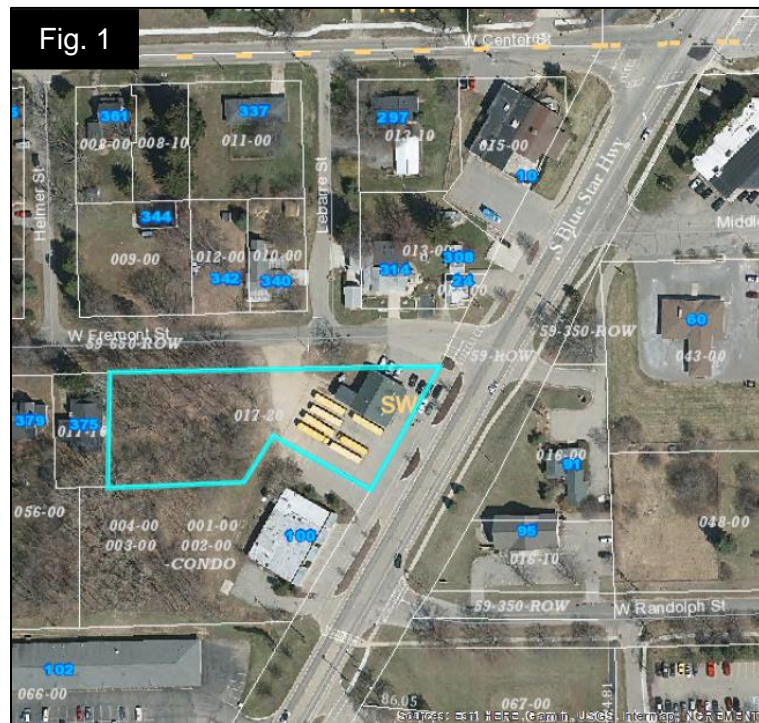
engineers | surveyors | planners

## MEMORANDUM

**To:** City of The Village of Douglas Planning Commission  
**Date:** April 14, 2023  
**From:** Tricia Anderson, AICP  
 Andy Moore, AICP  
**RE:** **Rezone Request from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential**

Mr. Tim Travis, Superintendent of Saugatuck Public Schools, has applied for the rezoning from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential and future land division of the parcel located at the southwest corner of Blue Star Highway and Fremont Street (PPN: 59-350-017-20). The purpose of this memorandum is to review the rezoning request pursuant to Article 28, Amendments, of the City of the Village of Douglas Zoning Ordinance.

**Background.** The subject parcel is owned by the Saugatuck Public School District and is currently zoned C-2, General Commercial. The property is currently used for school bus parking and storage on the eastern end of the parcel and the western end of the parcel is vacant and wooded. The applicant has expressed an interest in moving the bus lot to a more appropriate location sometime in the future and has also had discussions with a residential builder who is interested in purchasing the western end of the subject parcel and developing it with two single-family homes on two separate parcels. The survey demonstrating the proposed splits has been included in your packet.



**Procedure.** The Planning Commission is tasked with reviewing the request to rezone the subject parcel and making a recommendation to the City Council to approve, deny or table the request. The splits must be approved by City Council, and we anticipate the splits being reviewed concurrently with the second reading of the rezone request. The splits cannot be approved until the new zoning districts have been approved.

**Review.** Section 28.05 provides the required information that must be submitted by the petitioner. Our review of the information submitted would render the application complete, thus, we have reviewed the submittal and considered the factors listed in Section 28.06, Planning Commission Recommendations. These factors are listed below, along with our remarks.

1. *In reviewing any application for an amendment to this Ordinance, the Planning Commission shall identify and evaluate all factors relevant to the application and shall report its findings in full along with its recommendations for disposition of the application, to the City Council within a reasonable period of time. The matters to be considered by the Planning Commission shall include, but shall not be limited to, the following:*

a. *What, if any, identifiable conditions related to the application have changed since the existing zoning district was established which justify the proposed amendment?*

**Remarks:** Blue Star Highway is a county road for the majority of its length. Areas near the interstate exits and entrances have historically been occupied by auto-centered uses, such as gas stations, automotive repair, fast-food establishments, hotels, etc. The zoning of the areas between the two interstate exits and entrances consists mostly of C-2, General Commercial. C-2 is a district that would allow more intense land uses (both by right and by special exception use), such as gas stations, car washes, office buildings, car and boat sales, etc.

Conditions over time in the area near Blue Star Highway and Center Street (including areas north to St. Peters St. and south to Randolph St., shown in Figure 2 as “A”) have proved to not be conducive to those auto-centered and more intense land uses. **These areas are near Downtown Douglas, so the character has a downtown feel due largely to the close proximity to residential uses and the walkability of the area.**

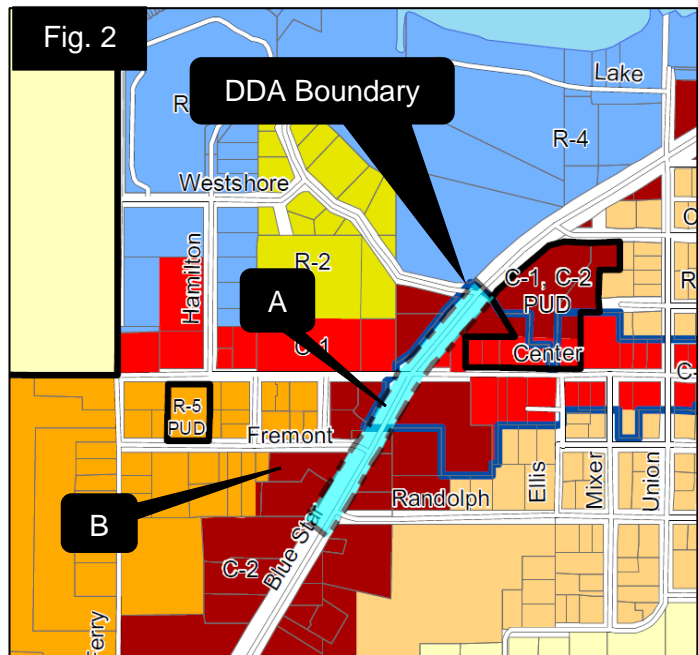


Figure 2 provides the existing zoning of this area, with the subject parcel called out as “B”.

Additionally, when the zoning map was adopted and the Master Plan was updated in 2016, the community was not experiencing the same housing situation that it faces today. Because conditions have changed in terms of the need for housing in the City, a rezoning from C-2 to R-5 would be justifiable to create more opportunities for housing.

- b. *What are the precedents and the possible effects of such precedents which might result from the approval or denial of the petition?*

**Remarks:** The precedent that may be set by approving the requested zoning district is a demonstration that smaller-scale uses are more desirable along this stretch of Blue Star Highway compared to uses permitted in the C-2 zoning district. This area serves as an important transition area to residential neighborhoods, so smaller-scale commercial is much more compatible.

In terms of the R-5 zoning request on the west end of the subject parcel, it would not appear that any precedents would be set, other than the City’s desire to create more opportunities for housing.

- c. *What is the impact of the amendment on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?*

**Remarks:** The amendment is not anticipated to negatively impact the City’s ability to provide adequate public services to this parcel.

- d. *Does the petitioned district change adversely affect environmental conditions, or the rights of a neighboring property owner?*

**Remarks:** Single-family residential are proposed for the R-5 parcels. This area is wooded and trees would need to be cleared in order to accommodate the homes. The use for the proposed C-1 parcel has not yet been identified. When/if an interested party purchases that lot, a proposed development will be evaluated by Planning Commission for site plan review and related processes to ensure ordinance requirements are being met.

- e. *Is the class of uses permitted in the district appropriate for the location proposed to be rezoned?*

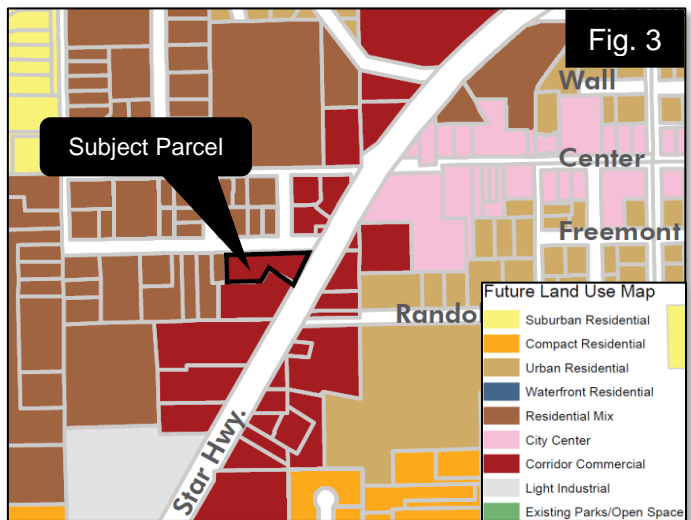


**Remarks:** Yes. The list of uses permitted by right and by special use permit are included in your packet for the R-5 and C-1 zoning districts. The C-1 zoning district allows for uses that are more compatible in scale and intensity to residential uses. Again, the area between St. Peters and Randolph are of a character that more closely resembles the downtown district than an auto-centric stretch of Blue Star Highway.

- f. Does the petitioned district change generally comply with the Tri-Community Comprehensive Plan, or a subsequent document that guides land use and development decisions in the City of the Village of Douglas?

**Remarks:**

- Proposed R-5 District: Yes. The Master Plan serves as a guide for decision-making surrounding land use. Goal #1 for housing and neighborhoods



relates to facilitating the development of a range of housing types to meet the needs of current and projected future populations. Adding additional opportunities for housing is one objective in meeting this goal. Goal #2 indicates that the City will diversify its housing stock to encourage more people to seek long-term, permanent residency within the city. One of the objectives in meeting this

goal would be to “facilitate infill housing through density standards and unit size allowances” The rezone of the west end of the subject parcel to R-5 opens up many housing options, each of which are compatible with the surrounding uses, which contain a mix of residential housing types.

- Proposed C-1 District: Yes. Again, with the Master Plan serving as a guide for land use decisions, a review of the zoning plan provides insight into compatible zoning districts for each future land use designation. The subject parcel has a future land use designation of Corridor Commercial, which is described as follows in Figure 4:

The zoning plan further indicates that the Corridor Commercial future land use designation would align with C-2 as a primary compatible zoning district OR C-1 as a potentially compatible zoning district. Potentially compatible zoning districts are likely to be a good fit in those areas that could be better

served with land uses that are less intense. Although the Village Center district is primarily situated along Center Street, this shouldn't preclude the Planning Commission from approving a zoning district that more closely matches the desire of the Blue Star corridor in the stretch between St. Peters and Randolph.



*g. What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?*

**Remarks:** The subject parcel could be developed and put to reasonable economic use in the current zoning district, however, the City has an opportunity to influence the size and scale of future development by approving the rezoning. The west end of the C-2 zoned subject parcel could be developed, as zoned, with a use that may not be as desirable in terms of compatibility with the surrounding residential to the north and west.

**Final Thoughts.** As indicated earlier in this memorandum, the idea that C-1 should be limited to only Center Street should be carefully taken into consideration. Although the zoning map and future land use map appear to suggest that the City desires large scale commercial along the entire stretch of Blue Star Highway, we view the uniqueness of the short corridor between St. Peters and Randolph to be an area that should be developed similar to the downtown area.

Many of the themes weaved into the Master Plan would be indicative of the unique, small-town character of Douglas, and that the desire is for that character to be preserved. The Master Plan also supports smaller scale development with walkability and connectivity to other corridors within the City. The Planning Commission may wish to consider some changes to the corridor shown in Figure 2 to better reflect the desire to keep commercial business on a smaller scale as it serves as somewhat of a transition to the outlying stretches of Blue Star Highway. These areas are more appropriate for larger scale commercial as it approaches entrances and exits to the interstate.

**Recommendation.** At the April 20<sup>th</sup> meeting, the Planning Commission should carefully consider the comments expressed by the public, the applicant and fellow commissioners in making their decision for a recommendation to the City Council. We are supportive of this request based on the findings noted in this memorandum, and of a favorable recommendation

to City Council for the rezone of parcel 59-350-017-20 located on the southwest corner of Fremont and Blue Star Highway.

As always, please feel free to contact us with any questions or comments.

**CITY OF THE VILLAGE OF DOUGLAS  
ALLEGAN COUNTY, MICHIGAN  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP  
TO REZONE THE SOUTHWEST CORNER OF FREMONT STREET AND BLUE  
STAR HIGHWAY (PPN 03-59-350-017-20), SECTION 350, CITY OF THE VILLAGE OF  
DOUGLAS, ALLEGAN COUNTY, MICHIGAN**

PREAMBLE

**WHEREAS**, the City of the Village of Douglas received on behalf of Tim Travis, Superintendent of Saugatuck Public Schools, (“Applicant”) an Application to Rezone PPN **03-59-350-017-20**, located at the southwest corner of Fremont Street and Blue Star Highway, from its current zoning in the C-2, General Commercial District to the R-5, Multiple Family District and C-1, Village Center District, located, in Douglas, Michigan;

**WHEREAS**, pursuant to Article 28 of the Douglas Zoning Ordinance, an Application to Rezone shall constitute a petition for an ordinance to amend the Official Zoning Map of the City of the Village of Douglas, requiring public hearing by the Planning Commission and Approval by City Council;

**WHEREAS**, pursuant to and in compliance with Act 110 of 2006 of the Public Acts of Michigan, being the Zoning Enabling Act as amended, the Planning Commission conducted a public hearing concerning the application and petition on, after proper publication of a notice first published on \_\_\_\_\_ in the Commercial Record, a newspaper of general circulation in the City;

**WHEREAS**, proposed land divisions in accordance with Exhibit A have been provided for concurrent review by City Council alongside the rezone requests.

THE CITY OF THE VILLAGE OF DOUGLAS ORDAINS:

The City of the Village of Douglas Zoning Ordinance, adopted in 2009, is hereby amended as follows:

**Section 1.** Rezoning of the western 20,327 square feet of parcel **03-59-350-017-20**, proposed for two lots (“Parcel 1” and “Parcel 2”), legally described below from C-2, General Commercial District to R-5, Multiple Family Residential District, and the “Remainder” as legally described below, consisting of 21,729 square feet to C-1, Village Center District, in accordance with the survey depicted in Exhibit A.

**“Parcel 1”**

Part of Lots 1 and 2 of Block 5 of Helmer's Addition to the Village of Douglas, being part of Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 306.09 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.36 feet parallel with the West line of the East 1/2 of said Lot 1; thence N87°56'50"W 77.36 feet along the South line of said Lots 1 and 2; thence N03°28'38"E 131.34 feet along said West line; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10158 square feet. Subject to easements, restrictions and rights-of-way of record.

**“Parcel 2”**

Part of Lots 2 and 3 of Block 5 of Helmer's Addition to the Village of Douglas, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 228.73 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.38 feet parallel with the West line of the East 1/2 of Lot 1 of said Block 5; thence N87°56'50"W 77.36 feet along the South line of said Lots 2 and 3; thence N03°28'38"E 131.36 feet; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10159 square feet. Subject to easements, restrictions and rights-of-way of record.

**“Remainder”**

Part of Vacated LeBarre Street and parts of Lots 1 and 2 of Block 4 of Helmer's Addition to the Village of Douglas and parts of Lots 3 and 4 of Block 5 of said Helmer's Addition, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Beginning at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence S33°21'33"W 168.01 feet along said West line of Blue Star Highway; thence N56°39'33"W 129.96 feet; thence S33°20'40"W 64.75 feet; thence N03°28'38"E 131.38 feet parallel with the West line of the East half of lot 1 of said Block 5; thence S87°57'41"E 228.73 feet along said South line of Fremont Street to the Point of Beginning. Contains 21729 square feet. Subject to easements, restrictions and rights-of-way of record.

**Section 2. Severability and Captions.** This Ordinance and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

**Section 3. Repeal.** Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

**Section 4. Effective Date.** This Ordinance is ordered to take effect upon the expiration of seven (7) days following publication of adoption in the Commercial Record, a newspaper having general circulation in the Township, under the provisions of 2006 Public Act 110, except as may be extended under the provisions of such Act.

Ordinance Offered by: \_\_\_\_\_

Ordinance Supported by: \_\_\_\_\_

Ayes:

Nays:

Abstain:

Absent:

**ORDINANCE DECLARED ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023**

\_\_\_\_\_  
Jerome Donovan, Mayor

\_\_\_\_\_  
Pamela Aalderink, CMC, City Clerk

Ordinance Adoption Date: \_\_\_\_\_ (to be published within 15 days of adoption)

Ordinance Effective Date: \_\_\_\_\_ (7 days after publication)

**CERTIFICATION**

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Douglas City Council at a regular meeting held on Monday, \_\_\_\_\_ in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as requires by this Act.

**CITY OF THE VILLAGE OF DOUGLAS**

By: \_\_\_\_\_  
Pamela Aalderink, City Clerk

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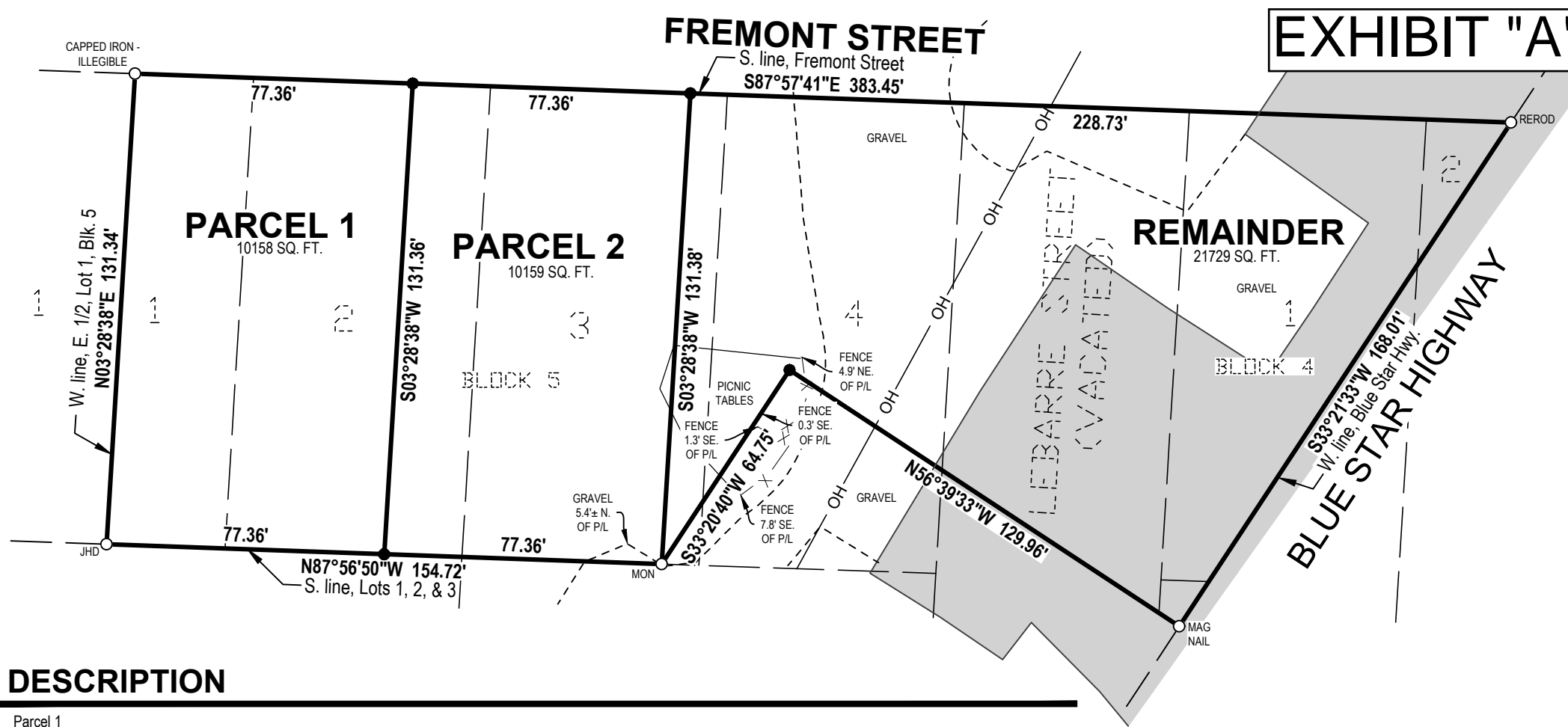
# EXHIBIT "A"

This survey was made from description shown below. **Item 5A.** It should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

**SURVEYOR'S CERTIFICATE:**  
I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

## LEGEND

- Iron - Set 1/2" X 18" iron rebar with NED Cap
- Iron - Found as noted
- Asphalt
- OH — Overhead Utility
- X — X — Fence



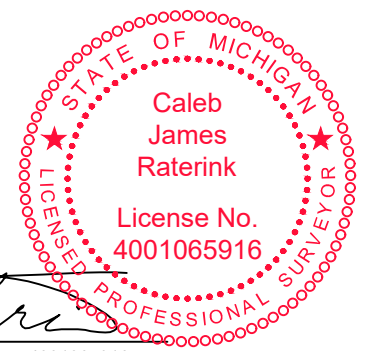
## DESCRIPTION

**Parcel 1**  
Part of Lots 1 and 2 of Block 5 of Helmer's Addition to the Village of Douglas, being part of Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 306.09 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.36 feet parallel with the West line of the East 1/2 of said Lot 1; thence N87°56'50"W 77.36 feet along the South line of said Lots 1 and 2; thence N03°28'38"E 131.34 feet along said West line; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10158 square feet. Subject to easements, restrictions and rights-of-way of record.

**Parcel 2**  
Part of Lots 2 and 3 of Block 5 of Helmer's Addition to the Village of Douglas, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 228.73 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.38 feet parallel with the West line of the East 1/2 of Lot 1 of said Block 5; thence N87°56'50"W 77.36 feet along the South line of said Lots 2 and 3; thence N03°28'38"E 131.36 feet; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10159 square feet. Subject to easements, restrictions and rights-of-way of record.

**Remainder**  
Part of Vacated LeBarre Street and parts of Lots 1 and 2 of Block 4 of Helmer's Addition to the Village of Douglas and parts of Lots 3 and 4 of Block 5 of said Helmer's Addition, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Beginning at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence S33°21'33"W 168.01 feet along said West line of Blue Star Highway; thence N56°39'33"W 129.96 feet; thence S33°20'40"W 64.75 feet; thence N03°28'38"E 131.38 feet parallel with the West line of the East half of lot 1 of said Block 5; thence S87°57'41"E 228.73 feet along said South line of Fremont Street to the Point of Beginning. Contains 21729 square feet. Subject to easements, restrictions and rights-of-way of record.

By: *Caleb J. Raterink*  
Caleb J. Raterink Licensed Professional Surveyor No. 4001065916



**SCALE: 1" = 40'**      0'      20'      40'      **NORTH**

Saugatuck Public Schools Jeff Malloch 201 Randolph Street P.O. Box 818 Douglas, MI 49406		 www.nederveld.com • 800.222.1868 Holland 347 Hoover Blvd. Holland, MI 49423 Ann Arbor, Chicago, Colu Grand Rapids, Indiana
DRAWN BY: DS REV. BY: DS REV.: PA 132	DATE: 1/4/2022 REV. DATE: 1/12/2023	
S. Bus Garage		<b>PRJ #: 22202052DSC.1</b> <b>1 OF 1</b>

Saugatuck Public Schools, Allegan County, Michigan (the "District").

A (*choose one*: regular meeting/special meeting/workshop) of the Board of Education (the "Board") was held on the 20th day of February, 2023, at 6:00 p.m.

The meeting was called to order by Laura Zangara, President.

Present: Members Bernie Merkle, Eric Birkholz, Nathan Lowery,  
Laura Zangara, Nicole Lewis, Frank Marro III

Absent: Members Marcy Weston

The following preamble and resolution were offered by Member Nathan Lowery  
and supported by Member Eric Birkholz

**WHEREAS**, the District wishes to sell a portion of its former bus garage property (Part of Tax Parcel No. 59-350-017-20) within the City of Douglas, Allegan County, Michigan (the "Property") to Boyd "Skip" Redner III and Michael Cook (collectively, the "Purchaser"); and

**WHEREAS**, the Board has determined that it would be in the best interests of the District sell the Property to the Purchaser under the terms and conditions contained in the Purchase Agreement, including rezoning and land division contingencies, attached hereto and made a part hereof as Attachment "1"; and

**WHEREAS**, the Board desires to authorize and direct Tim Travis, the Superintendent of Schools, to execute the Purchase Agreement substantially in the form in Attachment "1" and to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board hereby authorizes the sale of the Property to the Purchaser.
2. The Board authorizes and directs Tim Travis, the Superintendent of Schools, to execute the Purchase Agreement substantially in the form in Attachment "1" and to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members Bernie Merkle, Eric Birkholz, Nathan Lowery,  
Laura Zangara, Nicole Lewis, Frank Marro III

Nays: Members NONE





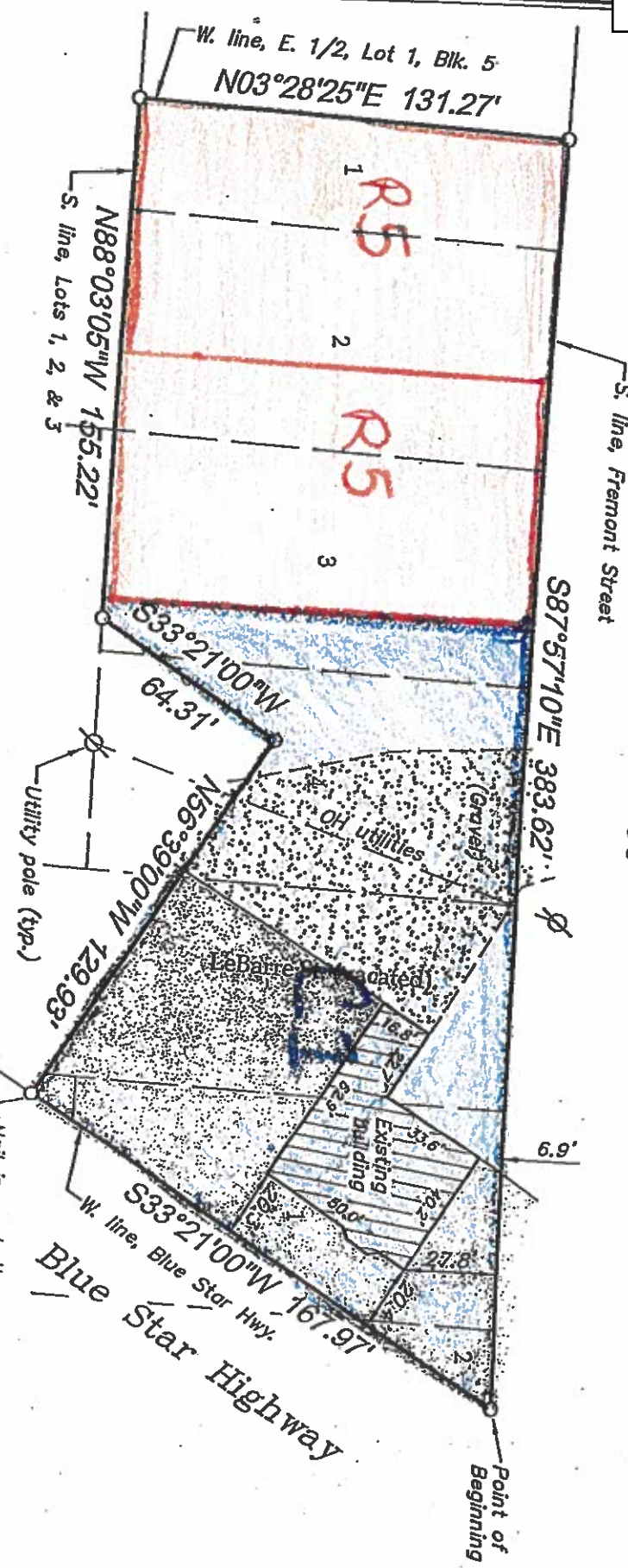
Resolution declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Saugatuck Public Schools, Allegan County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a meeting held on February 20, 2023, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

  
Secretary, Board of Education

# Fremont Street



The land referred to in the Commitment, situated in the City of Douglas, County of Allegan, State of Michigan, is described as follows:

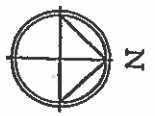
That part of vacated LeBarre Street and that part of Lot 1, Block 4, and Lots 1 through 4, Block 5, of Helmer's Addition, described as: Commencing at the intersection of the South line of Fremont Street and West line of Blue Star Highway; thence South 33°21'00" West on the West line of Blue Star Highway 167.97 feet; thence North 56°39'00" West 129.93 feet; thence South 33°21'00" West 64.31 feet; thence North 88°03'05" West on the South line of Lots 1, 2, and 3, 155.22 feet; thence North 3°28'25" East on the West line of the East 1/2 of Lot 1, Block 5, 131.27 feet to the South line of Fremont Street; thence South 87°57'10" East on the said South line 383.62 feet to the Point of Beginning.

(Lighthouse Title Commitment No. 10-0280674, dated January 19, 2010)

We hereby certify that we have examined the premises herein described, that the improvements are located entirely thereon as shown and that they do not encroach except as shown herein.

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

- Scale 1" = 50'
- = Asphalt
  - = Concrete
  - D = Description dimension
  - M = Measured dimension
  - P = Platred Dimension
  - = Set Iron Stake
  - = Found Iron Stake
  - X- = Fence Line

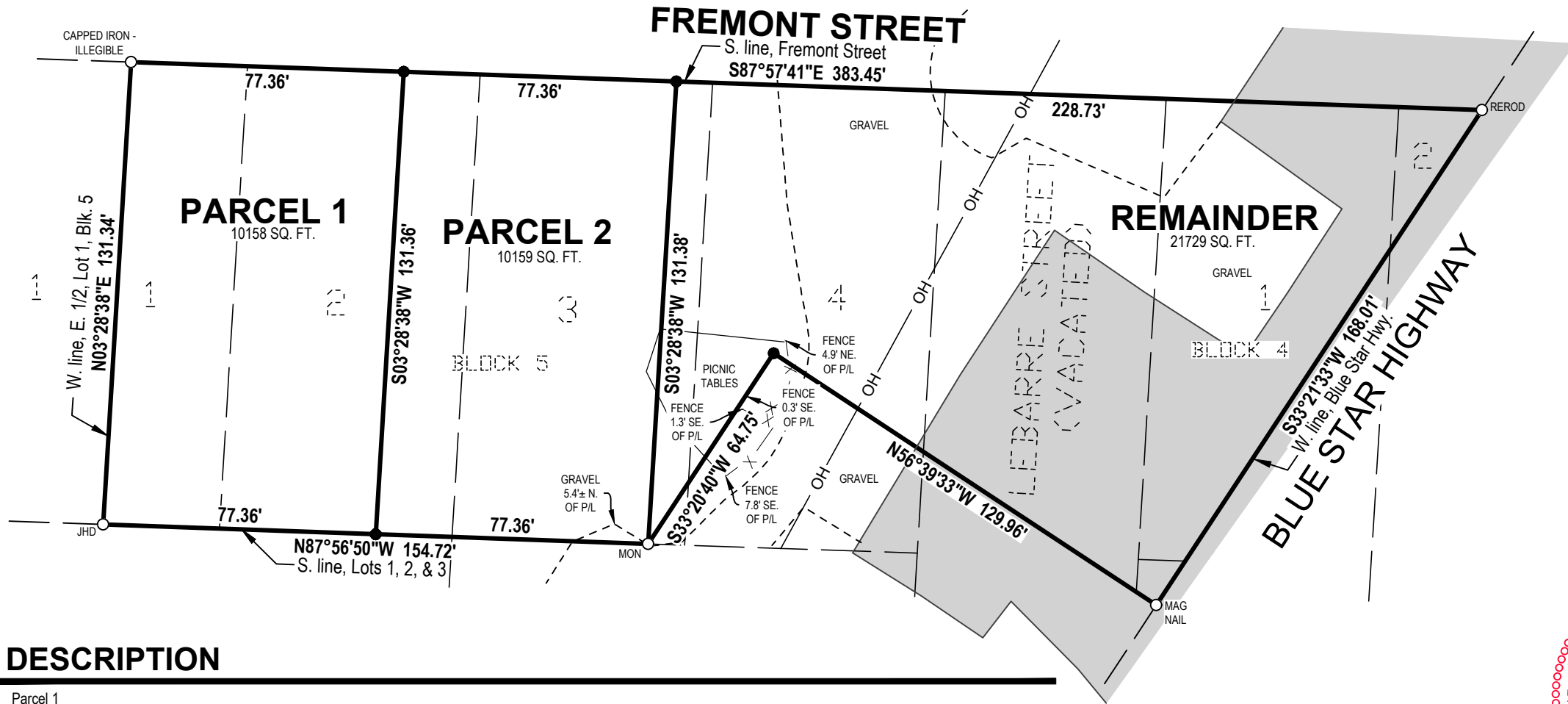


*Currently entire property is C2.*

PREPARED

By:   
 Scott A. Hendges L1

**NEDERVELD**  
 www.nederveld.com



This survey was made from description shown below. **Item 5A.** should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

**SURVEYOR'S CERTIFICATE:** I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

**LEGEND**

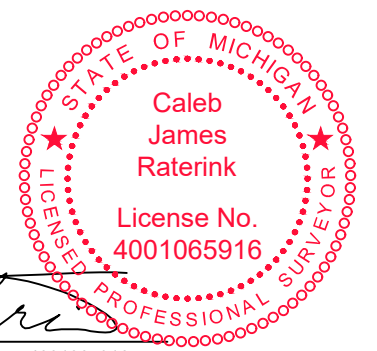
- Iron - Set 1/2" X 18" iron rebar with NED Cap
- Iron - Found as noted
- Asphalt
- OH — Overhead Utility
- X — X — Fence

**DESCRIPTION**

**Parcel 1**  
Part of Lots 1 and 2 of Block 5 of Helmer's Addition to the Village of Douglas, being part of Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 306.09 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.36 feet parallel with the West line of the East 1/2 of said Lot 1; thence N87°56'50"W 77.36 feet along the South line of said Lots 1 and 2; thence N03°28'38"E 131.34 feet along said West line; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10158 square feet. Subject to easements, restrictions and rights-of-way of record.

**Parcel 2**  
Part of Lots 2 and 3 of Block 5 of Helmer's Addition to the Village of Douglas, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 228.73 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.38 feet parallel with the West line of the East 1/2 of Lot 1 of said Block 5; thence N87°56'50"W 77.36 feet along the South line of said Lots 2 and 3; thence N03°28'38"E 131.36 feet; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10159 square feet. Subject to easements, restrictions and rights-of-way of record.

**Remainder**  
Part of Vacated LeBarre Street and parts of Lots 1 and 2 of Block 4 of Helmer's Addition to the Village of Douglas and parts of Lots 3 and 4 of Block 5 of said Helmer's Addition, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Beginning at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence S33°21'33"W 168.01 feet along said West line of Blue Star Highway; thence N56°39'33"W 129.96 feet; thence S33°20'40"W 64.75 feet; thence N03°28'38"E 131.38 feet parallel with the West line of the East half of lot 1 of said Block 5; thence S87°57'41"E 228.73 feet along said South line of Fremont Street to the Point of Beginning. Contains 21729 square feet. Subject to easements, restrictions and rights-of-way of record.



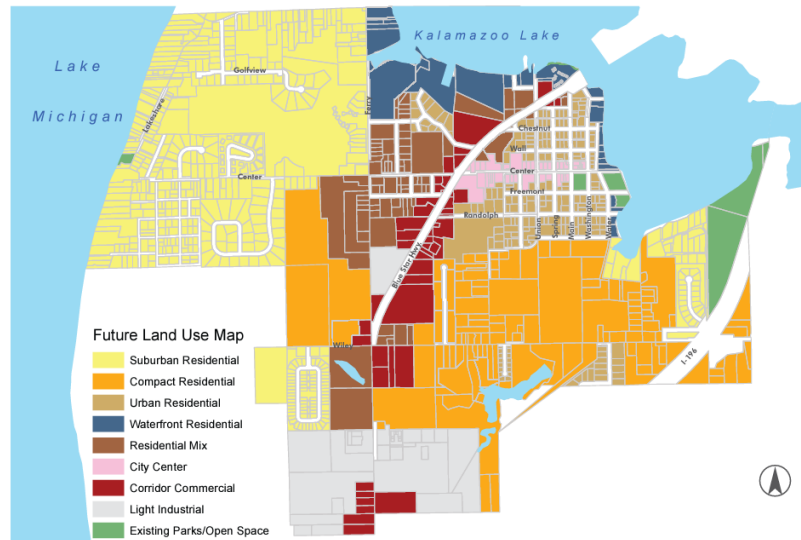
By: *Caleb Raterink*  
Caleb J. Raterink Licensed Professional Surveyor No. 4001065916

**SCALE: 1" = 40'**      0'      20'      40'      **NORTH**

Saugatuck Public Schools Jeff Malloch 201 Randolph Street P.O. Box 818 Douglas, MI 49406		 www.nederveld.com • 800.222.1868 Holland 347 Hoover Blvd. Holland, MI 49423 Ann Arbor, Chicago, Colu Grand Rapids, Indiana
S. Bus Garage		
DRAWN BY: DS REV. BY: DS REV.: PA 132	DATE: 1/4/2022 REV. DATE: 1/12/2023	<b>PRJ #: 22202052DSC.1</b>  <b>1 OF 1</b>

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## Future Land Use Map



Future Land Use Designation	Primary Compatible Zoning District(s)	Potentially Compatible Zoning District
Suburban Residential	R1	R1, R2
Compact Residential	R3	R1, R2
Urban Residential	R2	C1
City Center	C1	None*
Residential Mix	R5	C1
Waterfront Residential	R4	R5
Corridor Commercial	C2	C1
Light Industrial	L1	C2
Existing Parks and Open Space	Any	Any

\*A zoning district which completely supports the vision of these land use categories does not currently exist; and should be included in a future form based code.

# williams&works

engineers | surveyors | planners

## MEMORANDUM

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

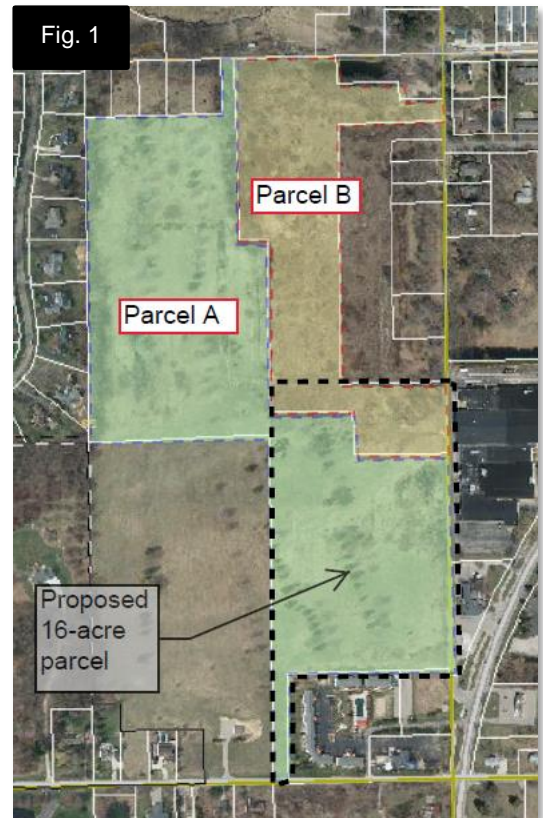
- Sidewalks were shown on the proposed connection road Wiley in the plan dated 12/28/2022, and are not shown on the revised plan dated 1/26/2023.

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

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

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

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



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

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

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



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

**UPDATE:** These items have been addressed.

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

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

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

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

**Other Items:**

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

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

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

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

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

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

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

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

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

1. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.
2. Upon approval of the final condominium plan by the City Council, the applicant shall work with the Allegan County Drain Commission to determine the type of stormwater maintenance agreement that will be appropriate for the proposed development. The agreement must be drafted and reviewed by the appropriate attorney and engineer (depending on the type of agreement), and recorded prior to the issuance of any zoning compliance permits for any of the condominium units.
3. Upon approval of the final condominium plan by the City Council, the applicant shall finalize a Master Deed document and other condominium documents to the satisfaction of the City Attorney prior to recording with the Allegan County Register of Deeds. The recorded copy shall be provided to the City prior to the issuance of any zoning compliance permits for any of the condominium units.
4. The applicant shall address any recommendations made by the City's environmental consultant with regard to contamination issues with the subject site, prior to the City Council's review of the final condominium plan.
5. Upon approval of the final condominium plan by the City Council, the applicant shall secure any and all permits and approvals from EGLE or any other federal, state, or local agency, prior to any site prep, grading, or construction of infrastructure on the site.
6. The applicant shall revise the plan set to make the following changes, prior to City Council's review of the final condominium plan:
  - a. The applicant shall place all tree plantings with Ferry Street frontage on the back of the right-of-way line on private property to minimize the potential for negative impact on underground utilities within the right-of-way.
  - b. The applicant shall provide a note on Sheet C-101 to include "THE DEVELOPER SHALL WORK WITH THE CITY" in the note that addresses the design template for future Ferry St. modifications.
  - c. The applicant shall identify the appropriate agencies or parties to whom all easements are dedicated to.
  - d. The applicant shall provide dimensions for all on-street parking spaces.
7. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by City Engineer.

8. The applicant shall install “No Parking” signs in accordance with Sheet C-101 during the road construction process, and prior to the issuance of any zoning compliance permits for the condominium units.
9. The applicant shall provide a construction timeline satisfactory to the City Engineer’s recommendations, pertaining to the sequence of grading, installation of storm and utility infrastructure, sidewalks and pedestrian pathways, and landscaping, prior to the City Council’s review of the final condominium plan.
10. The applicant shall address any and all items noted in the City Engineer’s review letter dated April 11, 2023.
11. Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.
12. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
13. The applicant shall work with the Planning & Zoning Administrator and Assessor to apply for a boundary change in accordance with Sheet V-105, prior to the City Council’s review of the final condominium plan.

Please reach out with any questions.

April 11, 2023  
2221098

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

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

Dear Traci:

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

I. GENERAL

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

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

## II. SANITARY SEWER

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



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

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

### III. WATER MAIN

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

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

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

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

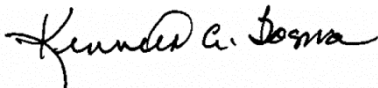
Additional Comments:

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

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

Sincerely,

**Prein&Newhof**



Kenneth A Bosma, P.E.  
KAB/kab

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

March 16, 2023  
2221098

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

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

Dear Ms. Pearson:

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

**I. Phase 1 ESA**

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

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

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

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

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

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

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

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

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

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

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

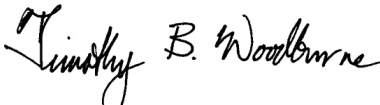
the laboratory detection levels on the Table to allow comparison to the residential VIAP to show if they are below VIAP.

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

If you have any questions, please call.

Sincerely,

**Prein&Newhof**



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

March 21, 2023  
2221098

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

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

Dear Ms. Pearson:

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

### Recommendations

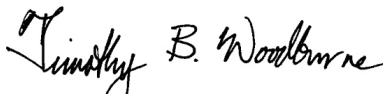
Based on our review comments on March 16, 2023, we recommend that the City of Douglas retain an environmental consultant to perform the following tasks:

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

If you have any questions, please call.

Sincerely,

**Prein&Newhof**



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

## Forest Gate – Douglas, MI Development narrative

*Submission for April 2023 Planning Commission meeting*

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

**EXHIBIT A****CONDOMINIUM BYLAWS  
FOREST GATE****ARTICLE 1  
ASSOCIATION OF CO-OWNERS**

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

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

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

**ARTICLE 2  
MEMBERSHIP AND VOTING**

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



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

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

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

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

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

### **ARTICLE 3** **MEETINGS AND QUORUM**

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

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

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

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

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

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

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

**3.7 Quorum.** The presence in person or by proxy of Fifty percent (50%) in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Subject to any guidelines and procedures adopted by the Board of Directors, Co-owners and proxy holders not physically present at a meeting may participate in the meeting by means of remote communication and are considered present in person for all relevant purposes, and may vote at the meeting if all of the following conditions are satisfied: (1) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder, (2) the Association implements reasonable measures to provide each Co-owner and proxy holder with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings, and (3) if any Co-owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association.

**3.7 Adjournment for Lack of Quorum.** If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

**3.8 Order of Business.** The order of business at all meetings of members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meeting held for such purpose); (g) unfinished business; and (h) new business. The most senior officer of the

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

3.9 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner (with respect to notice) as provided in Article 3.5 hereof. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronically or by facsimile.

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

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

## **ARTICLE 4**

### **BOARD OF DIRECTORS/ADMINISTRATION**

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

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

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

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

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

(b) Co-owner elected Directors. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25 percent of the Units in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50 percent of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 75 percent of the Units in the Project, and before conveyance of 90 percent of such Units, the non-Developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10 percent of the Units in the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documents or the Act.

4.5 Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4 of this Article 4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written notice thereof to the other party. In the event the Board does employ professional management for the Association, the Board shall notify each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management.

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

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

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

4.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, telephone or electronic transmission at least ten (10) days prior to the date of the meeting, unless waived by said director.

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



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

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

4.12 Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

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

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

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

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

## **ARTICLE 5**

### **OFFICERS**

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

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

5.3 Vice President. The vice president, if any, shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president are able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

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

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

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

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

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

## **ARTICLE 6** **FINANCES**

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

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

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

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

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

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

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

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

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

## ARTICLE 7

### INDEMNIFICATION

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

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

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

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

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

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

## **ARTICLE 8**

### **ASSESSMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **ARTICLE 9**

### **TAXES, INSURANCE, AND REPAIR**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 10**

### **USE AND OCCUPANCY RESTRICTIONS**

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

10.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units, and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities, or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements. Residents shall not speed on any of the roads within the Project, and shall maintain a proper speed at all times and in accordance with any posted speed limits and/or rules and regulations adopted by the Board of Directors.

#### 10.3 Alterations to a Condominium Unit or Common Element.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

anywhere on or about the Project.

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

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

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

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

and the City of the Village of Douglas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.13 Assignment and Succession. Any of the rights granted to or reserved by the Developer in the Condominium Documents or by law may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the public records of the county in which the

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

## **ARTICLE 11** **MORTGAGES**

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

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

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

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

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

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

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

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

## **ARTICLE 12**

### **LEASES**

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

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

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

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

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

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

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

### **ARTICLE 13**

#### **TRANSFER OF UNITS**

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

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

### **ARTICLE 14**

#### **ARBITRATION**

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

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

- (a) Purchaser's option. At the exclusive option of a purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, Unit, or the Project.
- (b) Association's option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000 or less.

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



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

## **ARTICLE 14**

### **OTHER PROVISIONS**

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

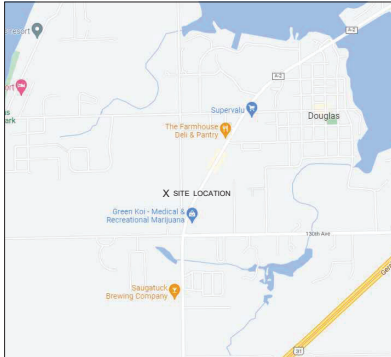
14.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions,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

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

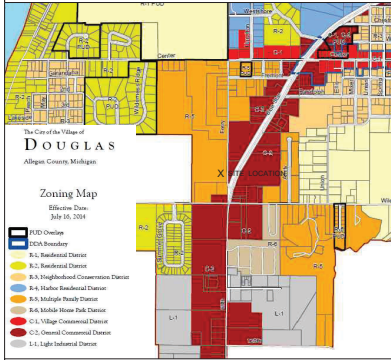
14.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed in the Master Deed.

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

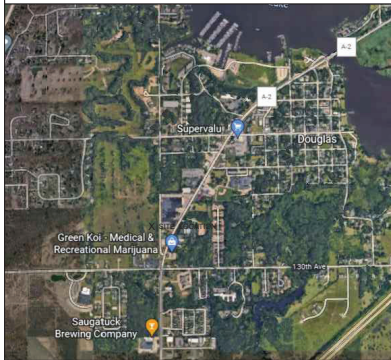
1. the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
2. these Condominium Bylaws;
3. the Articles of Incorporation of the Association;
4. the rules and regulations of the Association; and
5. the Disclosure Statement.



LOCATION MAP - NO SCALE



ZONING MAP - NO SCALE



AERIAL - NO SCALE



Know what's below.  
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# ARGENT MANAGEMENT GROUP, INC FOREST GATE CONDOMINIUMS

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

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<b>SITE ADDRESS</b>
FOREST GATE CONDOMINIUMS 485 FERRY ST. DOUGLAS, MI 49406
<b>OWNER</b>
ARGENT MANAGEMENT GROUP, INC PO BOX 571 DOUGLAS, MI 49406 (501) 400-7675 DAVID BARKER dj@888@comcast.net
<b>CIVIL ENGINEER</b>
DRIESENGA & ASSOCIATES, INC. 12330 JAMES STREET, SUITE 180 HOLLAND, MICHIGAN 49424 (616) 396-0255 JOHN M. TENPAS, P.E. john@driesenga.com



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

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

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

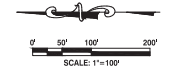
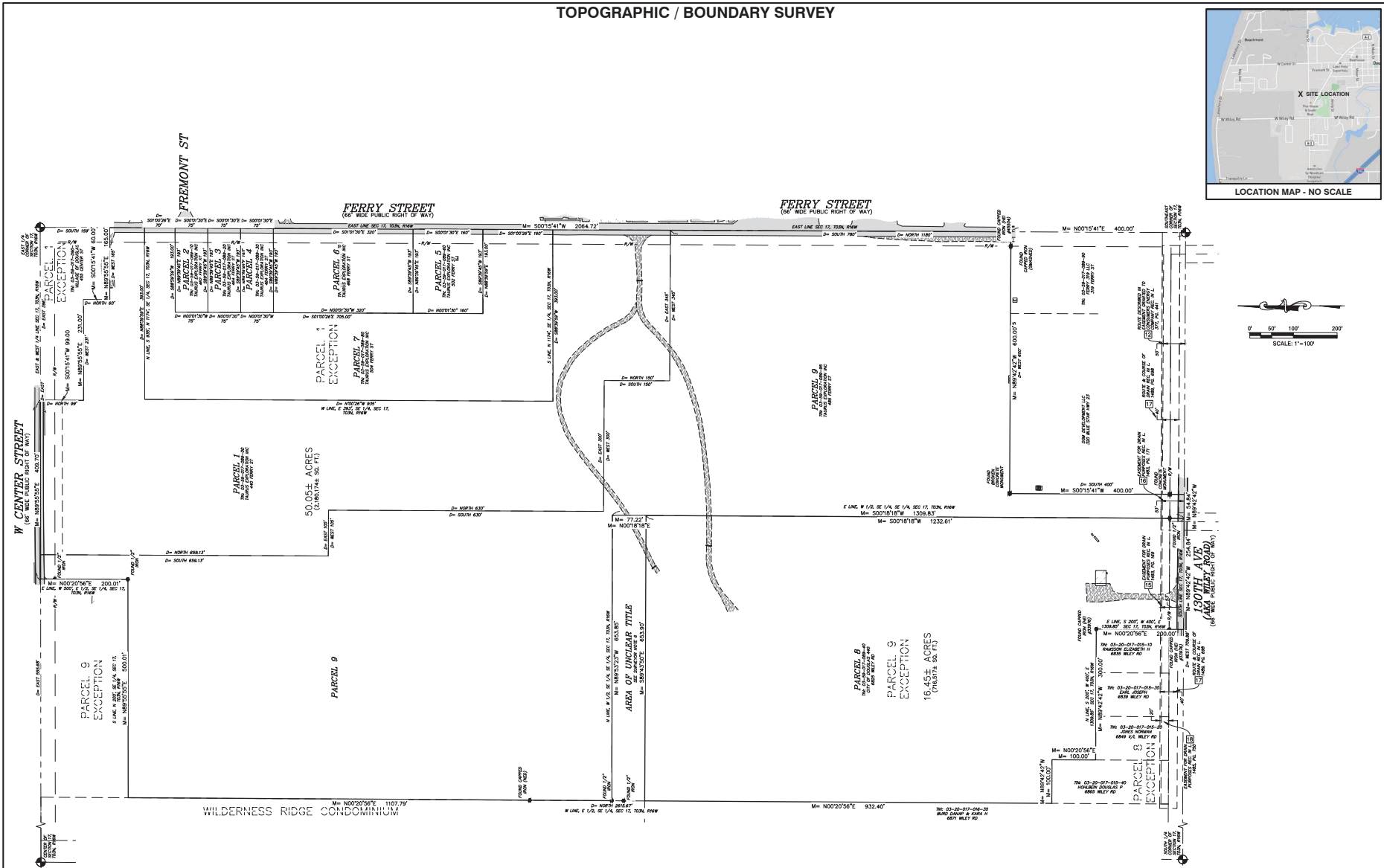
TITLE SHEET

Sheet #  
G-001  
1 of 20



ISSUED FOR  
APPROVAL

TOPOGRAPHIC / BOUNDARY SURVEY



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485 FERRY STREET  
485 FERRY STREET  
SECTION 17, T03N, R16W, CITY OF DOUGLAS, ALLEGAN CO.  
-FOR-  
ARGENT MANAGEMENT GROUP, INC  
PO BOX 871 DOUGLAS, MI 49806

REVISIONS

ADDED WATER LINE ALONG 130TH ST. 11/21/2023. MJD
UPDATED WETLAND & PLANS 11/20/2022. MJD
LEFT EXISTING SURVEYOR NOTE 04/06/2023. MJD

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

TOPOGRAPHIC / BOUNDARY SURVEY  
Sheet #  
**V-100**  
2 of 20



Marc Elwood Lohela II  
P.S. No. 0001062695

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

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

File Name: C:\Users\jlovelace\OneDrive - DRI\Documents\Projects\2022\2210328.SA\Map\2210328-1001 REV.dwg Date Plotted: 4/7/2023 1:30:26 PM



# TOPOGRAPHIC / BOUNDARY SURVEY

### SCHEDULE "A" LEGAL DESCRIPTION

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

**PARCEL 1:** BEGINNING 1180 FEET NORTH OF THE SOUTHWEST CORNER OF THE SECTION; THENCE WEST 345 FEET; THENCE NORTH 150 FEET; THENCE WEST 300 FEET; THENCE NORTH 630 FEET; THENCE WEST 105 FEET; THENCE NORTH 693.13 FEET; THENCE EAST TO THE EAST 1/4 POST; THENCE SOUTH TO POINT OF BEGINNING, EXCEPT COMMENCING AT EAST 1/4 POST; THENCE SOUTH 159 FEET; THENCE NORTH 60 FEET; THENCE WEST 221 FEET; THENCE NORTH 99 FEET; THENCE EAST 395 FEET TO POINT OF BEGINNING, ALSO EXCEPT SOUTH 935 FEET OF THE NORTH 1174 FEET OF THE EAST 393 FEET THEREOF; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN.

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

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

**PARCEL 4:** COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 495 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID EAST SECTION LINE, 75 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST 160 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST 193 FEET TO THE PLACE OF BEGINNING.

**PARCEL 5:** COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 854 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID SECTION LINE, 160 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST 160 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST TO THE PLACE OF BEGINNING.

**PARCEL 6:** COMMENCING AT THE EAST 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON THE EAST LINE OF SAID SECTION, 854 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST ON SAID SECTION LINE, 160 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 45 SECONDS WEST PARALLEL, WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, 193 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST 320 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 45 SECONDS EAST TO THE PLACE OF BEGINNING.

**PARCEL 7:** PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SECTION 17, DISTANT SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 239.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 17 AND PROCEEDING THENCE SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 70.00 FEET ALONG THE EAST LINE OF SECTION 17; THENCE NORTH 88 DEGREES 39 MINUTES 59 SECONDS WEST 193.00 FEET PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SECTION 17; THENCE SOUTH 01 DEGREE 10 MINUTES 26 SECONDS EAST 705.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 59 SECONDS EAST 193.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 8:** ALL THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING SOUTH OF A LINE EXTENDING FROM THE SOUTHWEST CORNER OF FELBERS L.S. SUBDIVISION; THENCE EAST TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/4 OF THE SOUTHWEST 1/4 EXCEPT THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE EAST 1309.85 FEET; ALSO EXCEPT COMMENCING 1309.85 FEET WEST OF THE SOUTHWEST CORNER; THENCE NORTH 200 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 100 FEET; THENCE EAST 100 FEET; THENCE SOUTH 100 FEET; THENCE WEST 100 FEET TO POINT OF BEGINNING; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

**PARCEL 9:** BEGINNING 400 FEET NORTH OF SOUTHWEST CORNER OF SECTION 17; THENCE WEST 600 FEET; THENCE SOUTH 400 FEET; THENCE WEST 709.88 FEET; THENCE NORTH 281.67 FEET TO EASTWEST 1/4 LINE; THENCE EAST ALONG SAID LINE 506.68 FEET; THENCE SOUTH 469.74 FEET; THENCE EAST 105 FEET; THENCE SOUTH 600 FEET; THENCE EAST 300 FEET; THENCE SOUTH 150 FEET; THENCE EAST 345 FEET; THENCE SOUTH 300 FEET TO POINT OF BEGINNING; EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE WEST 500 FEET OF THE WEST 500 FEET THEREOF; SECTION 17, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

### SCHEDULE "B" EXCEPTIONS

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

- EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 257, PAGE 555, (BLANKET EASEMENT OVER PARCEL - ROUTE NOT SPECIFIC ENOUGH TO PLOT)
- EASEMENT GRANTED TO CONSUMERS ENERGY COMPANY RECORDED IN LIBER 377, PAGE 441, (BLANKET EASEMENT OVER PARCELS - ROUTE SHOWN ON DRAWING)
- EASEMENT GRANTED TO MICHIGAN CONSOLIDATED GAS COMPANY RECORDED IN LIBER 1023, PAGE 382 AND ASSIGNMENT OF EASEMENT'S RECORDED IN LIBER 2969, PAGE 228, (PARCELS 17, INCLUSIVE) (NOT SPECIFIC ENOUGH TO PLOT - 15' WIDE CENTERED ON GAS MARK AS INSTALLED)
- EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1483, PAGE 169, (PARCEL 9) (SHOWN ON DRAWING)
- EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1483, PAGE 171, (PARCEL 9) (SHOWN ON DRAWING)
- EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1489, PAGE 098, (PARCEL 9) (SHOWN ON DRAWING)
- EASEMENT FOR DRAIN PURPOSES IN THE INSTRUMENT RECORDED IN LIBER 1485, PAGE 750, (PARCEL 8) (SHOWN ON DRAWING)

### BENCHMARK DATA

- NAVD 98 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CORRS 18
- BM #1 - EL- 653.31' (NAVD 88)  
CUT 'X' ON THE NORTH-EAST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2 NORTH OF THE CENTERLINE OF WILEY ROAD AND 31 1/2 EAST OF THE CENTERLINE OF GRAVEL DRIVEWAY ON SOUTH SIDE OF PROJECT SITE.
  - BM #2 - EL- 651.50' (NAVD 88)  
TOP OF LAG SCREW ON NORTH SIDE OF UTILITY POLE, LOCATED 36% NORTH OF THE CENTERLINE OF WILEY ROAD AND 37 1/2 EAST OF THE CENTERLINE OF GRAVEL DRIVEWAY ON SOUTH SIDE OF PROJECT SITE.
  - BM #3 - EL- 650.10' (NAVD 88)  
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2 WEST OF THE CENTERLINE OF FERRY STREET AND 57 1/2 NORTH OF THE CENTERLINE OF 130TH AVENUE.
  - BM #4 - EL- 645.81' (NAVD 88)  
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 27 1/2 WEST OF THE CENTERLINE OF FERRY STREET AND 30 1/2 NORTH-EAST OF UTILITY POLE.
  - BM #5 - EL- 649.99' (NAVD 88)  
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 21 1/2 WEST OF THE CENTERLINE OF FERRY STREET 75 1/2 SOUTH OF THE CENTERLINE OF FREMONT STREET.
  - BM #6 - EL- 640.23' (NAVD 88)  
CUT 'X' ON TOP NORTHWEST FLANGE BOLT ON HYDRANT, LOCATED 23 1/2 WEST OF THE CENTERLINE OF FERRY STREET AND 30 1/2 SOUTH OF THE CENTERLINE OF FREMONT STREET.
  - BM #7 - EL- 623.78' (NAVD 88)  
NORTHWEST FLANGE BOLT UNDER "E" IN "EAST JORDAN" ON HYDRANT, LOCATED 22 1/2 WEST OF THE CENTERLINE OF FERRY STREET AND 96 1/2 SOUTH OF THE CENTERLINE OF CENTER STREET.
  - BM #8 - EL- 610.52' (NAVD 88)  
RAIL ROAD SPIKE ON NORTH SIDE OF UTILITY POLE, LOCATED 16% SOUTH OF THE CENTERLINE OF CENTER STREET.

### SURVEYOR'S NOTES

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

### SURVEY CONTROL

POINT NUMBER	NORTHING (ASSUMED)	EASTING (ASSUMED)	ELEVATION (INVD 88)
50	420760.7127	1262865.7445	644.99
51	420197.0967	1262869.2032	650.14
52	419566.1736	1262876.2742	651.97
53	419616.9322	1262900.8222	650.17
54	419741.8841	12629570.2337	651.02
55	420191.9326	12629483.8207	647.64
56	422191.8888	1262869.5049	651.84
57	422231.7753	1262834.9449	654.79
58	422304.4904	1262840.3149	659.79
59	422022.2881	12628150.1192	619.46
60	422110.1061	12628393.5651	620.52
61	422005.2373	12628513.6042	621.40
62	421969.2951	12628702.2699	622.48
63	422088.5871	12628644.1781	622.69
64	421820.0951	12628703.6208	622.69
65	421852.2923	12628705.4211	633.24
66	421446.6992	12628748.7911	641.62
67	421283.4408	12628699.6578	647.40
68	421143.8998	12628656.9664	648.52
69	421098.2088	12628776.3115	648.59
70	420884.5003	12628777.0714	651.32
71	420860.0307	12628698.2144	649.21
72	420986.7520	12629540.4017	651.30
73	421572.0882	1262968.7851	645.77
74	421514.7544	1262968.1832	633.00
75	421869.2718	12629604.1341	641.62
76	421851.8330	12628429.4223	632.72
77	421927.5562	12628380.8545	632.94
78	421862.9508	12628257.8382	621.68
79	421858.3389	12628196.7877	620.38
80	421543.0240	12628789.2501	627.57
81	421911.4773	12628595.5092	620.84

### MISS DIG INFORMATION

- MISS DIG SURVEY TICKET # 2022071403963-000  
(INCLUDES INFORMATION RECEIVED THROUGH 08/16/2022)
- MICHIGAN GAS UTILITIES - 07/15/2022 (MAPS PROVIDED)
  - SIGMA TECHNOLOGIES - 07/21/2022 (MAPS PROVIDED)
  - KALAMAZOO LAKE SEWER & WATER AUTHORITY - 08/01/2022 (MAPS PROVIDED)

### STORM STRUCTURE DATA

- CB #1 - 420 CONCRETE RIM 650.38  
INV (N) 12' HDP=647.94  
SUMP=561.44
- MB #2 - 420 CONCRETE RIM 650.79  
INV (S) 12' HDP=646.19  
INV (N) 20' RCP=844.19  
SUMP=643.59
- CB #3 - 420 CONCRETE RIM 651.33  
INV (N) 17' RCP=641.93  
INV (E) 18' RCP=639.03  
SUMP=639.53
- CB #4 - 420 CONCRETE RIM 650.91  
INV (S) 18' RCP=638.91  
INV (N) 18' RCP=839.01  
INV (E) 20' RCP=838.81  
SUMP=838.51
- CB #5 - 420 CONCRETE RIM 651.90  
INV (E) 24' RCP=838.80  
INV (N) 24' RCP=839.00  
INV (S) 12' RCP=844.80  
SUMP=844.89
- CB #7 - 420 CONCRETE RIM 645.45  
INV (S) 12' HDP=639.75  
SUMP=637.05
- CB #8 - 420 CONCRETE RIM 654.72  
INV (S) 18' RCP=803.89  
FULL OF DIRT
- CB #9 - 420 CONCRETE RIM 653.96  
INV (N) 07' RCP=803.56  
INV (SE) 07' RCP=800.36  
SUMP=595.86
- MB #10 - 420 CONCRETE RIM 652.34  
INV (N) 12' PVC=623.77  
INV (S) 12' PVC=625.87
- MB #11 - 420 CONCRETE RIM 627.86  
INV (E) 07' PVC=616.06  
INV (N) 07' PVC=615.96
- MB #12 - 420 CONCRETE RIM 652.62  
INV (N) 12' PVC=617.22  
INV (S) 12' PVC=617.12
- MB #13 - 420 CONCRETE RIM 652.54  
TOP OF PIPE (N) 07' STEEL=646.01  
TOP OF PIPE (S) 07' STEEL=641.01  
SUMP=644.71
- MB #14 - 420 CONCRETE RIM 652.87  
INV (S) 07' PVC=638.67  
TOP OF PIPE (N) 07' STEEL=646.32  
TOP OF PIPE (N) 07' STEEL=642.22  
SUMP=638.67

### SANITARY STRUCTURE DATA

- MB #1 - 420 CONCRETE RIM 651.38  
INV (N) 07' PVC=643.48  
INV (E) 07' PVC=643.38  
INV (S) 07' PVC=643.38
- MB #2 - 420 CONCRETE RIM 651.44  
INV (N) 07' PVC=642.14  
INV (N) 20' RCP=844.19  
SUMP=643.59
- MB #3 - 420 CONCRETE RIM 651.33  
INV (N) 07' PVC=640.74  
INV (E) 07' PVC=640.74
- MB #4 - 420 CONCRETE RIM 639.76  
INV (N) 07' PVC=642.16  
INV (SE) 07' PVC=641.96
- MB #5 - 420 CONCRETE RIM 648.38  
INV (S) 12' PVC=628.56  
INV (N) 12' PVC=628.46
- MB #6 - 420 CONCRETE RIM 645.26  
INV (E) 24' RCP=838.80  
INV (N) 24' RCP=839.00  
INV (S) 12' PVC=627.66  
INV (NE) 12' PVC=627.56
- MB #7 - 420 CONCRETE RIM 645.45  
INV (SW) 12' PVC=627.48  
INV (S) 12' PVC=627.38  
INV (E) 12' RCP=844.29  
SUMP=644.89
- MB #8 - 420 CONCRETE RIM 642.88  
INV (S) 12' PVC=628.78  
INV (SW) 12' HDP=639.75  
SUMP=637.05
- MB #9 - 420 CONCRETE RIM 644.07  
INV (N) 12' PVC=623.77  
INV (S) 12' PVC=625.87
- MB #10 - 420 CONCRETE RIM 627.86  
INV (E) 07' PVC=616.06  
INV (N) 07' PVC=615.96
- MB #11 - 420 CONCRETE RIM 652.62  
INV (N) 12' PVC=617.22  
INV (S) 12' PVC=617.12
- MB #12 - 420 CONCRETE RIM 652.54  
TOP OF PIPE (N) 07' STEEL=646.01  
TOP OF PIPE (S) 07' STEEL=641.01  
SUMP=644.71
- MB #13 - 420 CONCRETE RIM 652.87  
INV (S) 07' PVC=638.67  
TOP OF PIPE (N) 07' STEEL=646.32  
TOP OF PIPE (N) 07' STEEL=642.22  
SUMP=638.67



### LEGEND

- BENCHMARK
- SET CONCRETE MONUMENT
- MONUMENT FOUND
- SET CAPTED IRON PEGS
- FOUND IRON
- CONTROL POINT
- DESBRIED
- REASURD
- STORM SEWER MANHOLE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- VALVE (WATER & GAS)
- UTILITY RISERS
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- TRANSFORMER
- MANHOLE ELECTRIC
- ELECTRIC METER
- SIGN
- MONITORING WELL
- FENCE
- GATE
- CONCRETE SURFACE
- GRAVEL SURFACE
- ASPHALT SURFACE
- CONIFEROUS TREE
- DECIDUOUS TREE
- ORNAMENTAL BUSH



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03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-50,  
03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-90,



Marc Elwood  
Professional Surveyor  
No. 400106295



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

### REVISIONS

NO.	DATE	DESCRIPTION
1	10/11/2022	ADDED WATER LINE ALONG 130TH 11/21/2022, M.D.
2	11/22/2022	ADDED WATER LINE ALONG 130TH 11/22/2022, M.D.
3	11/22/2022	LEFT EXISTING SURVEYOR NOTE 04/16/2023, M.D.

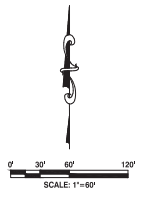
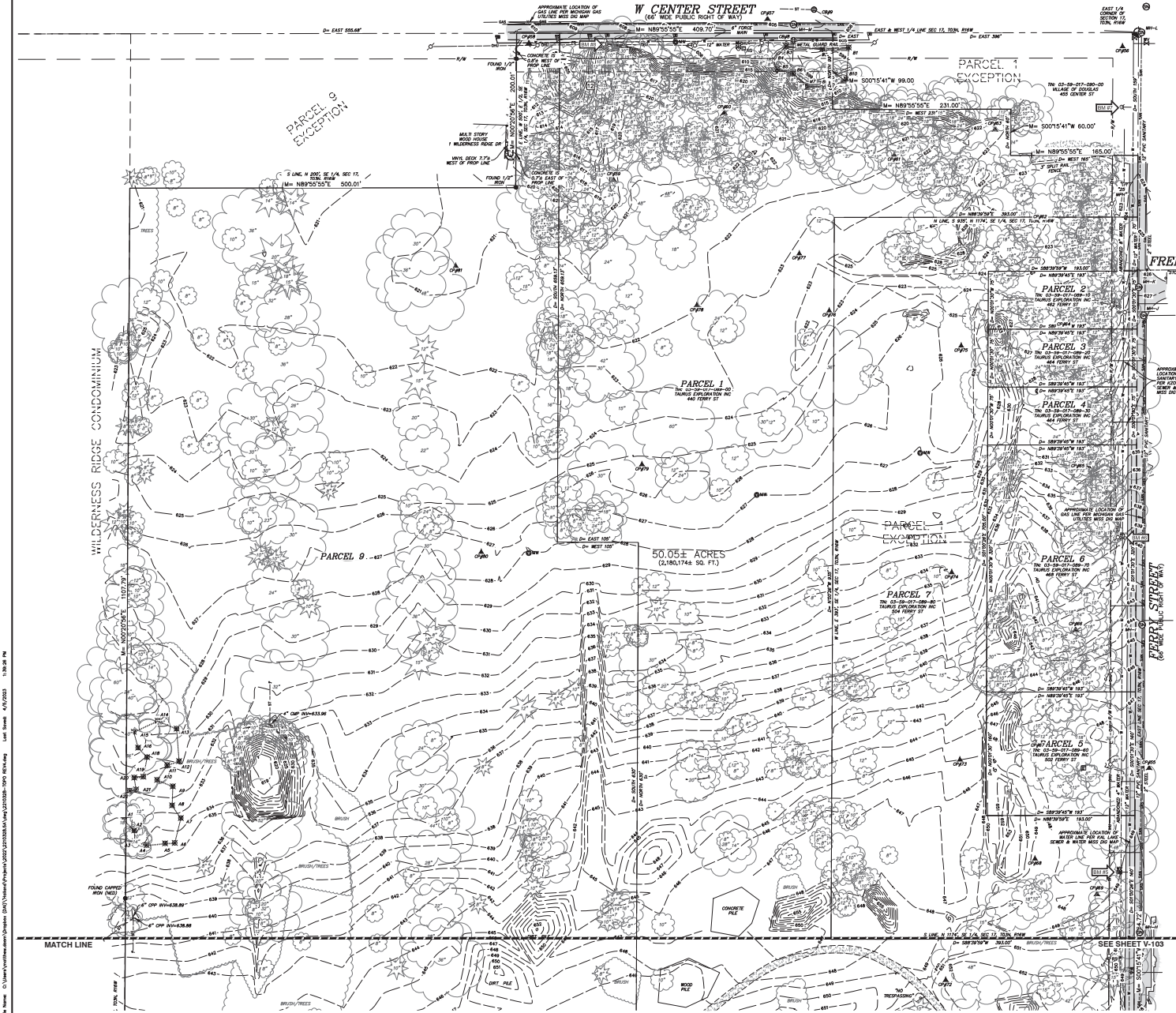
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Scale: 1"=40'  
Date: 09-07-2022  
Project: 221038.SA  
Sheet Title:

### TOPOGRAPHIC / BOUNDARY SURVEY

Sheet #

V-101  
3 of 20

TOPOGRAPHIC / BOUNDARY SURVEY



**LEGEND**

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

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

**REVISIONS**

ADDED WATER LINE ALONG 195TH N11 S11 2023, MJD
UPDATED WETLAND 4 PLANS 11-20-2022, MJD
LEFT STATION SURVEYOR NOTE 04.06.2023, MJD

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

**TOPOGRAPHIC / BOUNDARY SURVEY**  
 Sheet # **V-102**  
 of 20



Marc Elwood Lohela  
 P.S. No. 400106295

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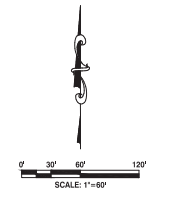
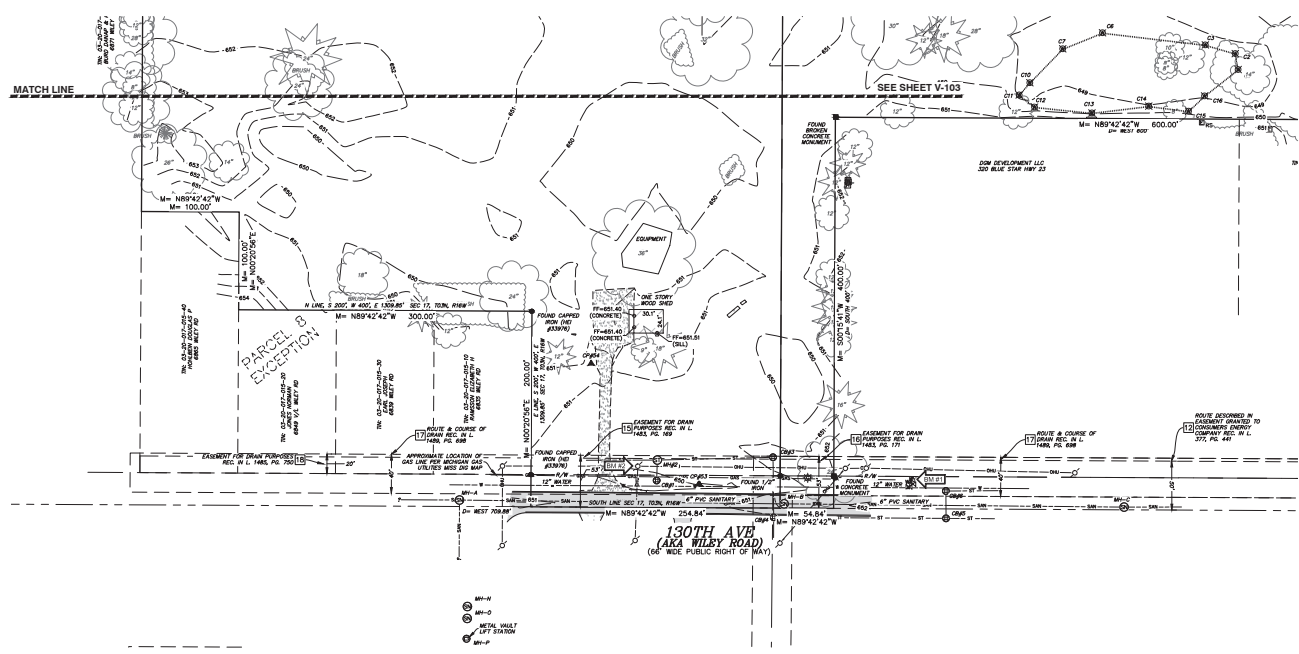
File Name: C:\Users\mjohnson\Documents\DWG\Survey\Project\2022\2210328.SA.dwg 2/23/2023 10:51:00 AM User: mjohnson Date: 07/2023 1:30:28 PM



TOPOGRAPHIC / BOUNDARY SURVEY



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 Ypsilanti, MI 734-368-9483



**LEGEND**

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

**485 FERRY STREET**  
 485 FERRY STREET  
 SECTION 17, T03N, R16W, CITY OF DOUGLAS, ALLEGAN CO.  
 -FOR-  
**ARGENT MANAGEMENT GROUP, INC**  
 PO BOX 871 DOUGLAS, MI 49406

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/21/2022	ADDED WATER LINE ALONG 130TH (SEE V-103)
2	11/21/2022	UPDATED WETLAND D FLAHS
3	11/21/2022	LEFT EXISTING SURVEYOR NOTE



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 03-59-017-089-30, 03-59-017-089-40, 03-59-017-089-40,  
 03-59-017-089-70, 03-59-017-089-80, 03-59-017-089-85,



Marc Elwood Lohela  
 P.S. No. 4001062695

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

**TOPOGRAPHIC / BOUNDARY SURVEY**

Sheet #  
**V-104**  
 6 of 20

**TENTATIVE PARCEL MAP (LOT LINE ADJUSTMENT)**

**TO BE CONVEYED NO. 1:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 454.84 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, NORTH 00 DEGREES 18 MINUTES 18 SECONDS EAST 1585.69 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 252.01 FEET TO THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 140.00 FEET TO THE SOUTH LINE OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 393.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 209.70 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 342.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 150.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 300.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 205.70 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR FERRY STREET OVER THE EAST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 3.144 ACRES (102,868 SQ. FT.)

**TO BE CONVEYED NO. 2:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 1585.69 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 8.64 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST 275.89 FEET TO THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST 157.79 FEET TO THE SOUTH LINE OF THE NORTH 209 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 500.01 FEET TO THE EAST LINE OF THE WEST 3/80 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST 20.01 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID EAST AND WEST 1/4 LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 55.69 FEET;

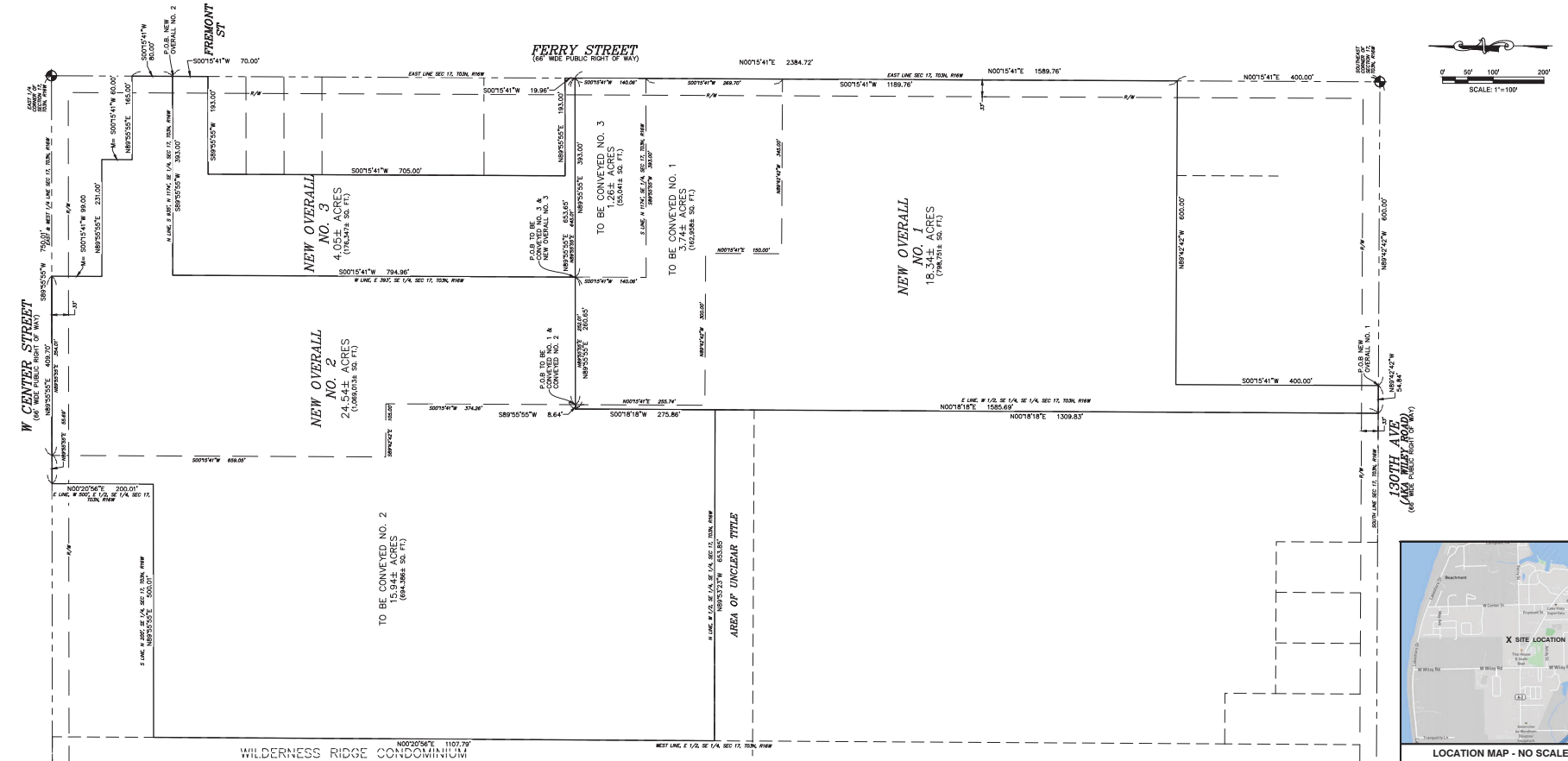
THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 699.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST 160.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 374.26 FEET FOR THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR WEST CENTER STREET OVER THE NORTHERLY MOST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 15.944 ACRES (604,364 SQ. FT.)

**TO BE CONVEYED NO. 3:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 654.84 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, NORTH 00 DEGREES 18 MINUTES 18 SECONDS EAST 1585.69 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 205.65 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 393.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 140.00 FEET TO THE SOUTH LINE OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 300.00 FEET TO THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 140.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR FERRY STREET OVER THE EAST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 1.264 ACRES (50,041.93 SQ. FT.)

**NEW OVERALL NO. 1:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 600.00 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 600.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, NORTH 00 DEGREES 18 MINUTES 18 SECONDS EAST 1585.69 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 200.01 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID EAST AND WEST 1/4 LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 409.70 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 90.00 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 231.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 60.00 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 160.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 80.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR WEST CENTER STREET OVER THE NORTHERLY MOST 33.00 FEET AND FOR FERRY STREET OVER THE EASTERLY MOST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 24.54 ACRES (1,069,014 SQ. FT.)

**NEW OVERALL NO. 2:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 2384.72 FEET TO THE NORTH LINE OF THE SOUTH 935 FEET OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 393.00 FEET TO THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 794.96 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 205.65 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 140.00 FEET TO THE SOUTH LINE OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 300.00 FEET TO THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 1107.70 FEET TO THE SOUTH LINE OF THE NORTH 200 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 500.01 FEET TO THE EAST LINE OF THE WEST 3/80 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST 200.01 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID EAST AND WEST 1/4 LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 409.70 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID SECTION, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 90.00 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 231.00 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 160.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 80.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR WEST CENTER STREET OVER THE NORTHERLY MOST 33.00 FEET AND FOR FERRY STREET OVER THE EASTERLY MOST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 24.54 ACRES (1,069,014 SQ. FT.)

**NEW OVERALL NO. 3:**  
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 03 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST 654.84 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, NORTH 00 DEGREES 18 MINUTES 18 SECONDS EAST 1585.69 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 205.65 FEET FOR THE POINT OF BEGINNING, THENCE ALONG THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 794.96 FEET TO THE NORTH LINE OF THE SOUTH 935 FEET OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 393.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 794.96 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 205.65 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 41 SECONDS WEST 140.00 FEET TO THE SOUTH LINE OF THE NORTH 1/14 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 55 MINUTES 55 SECONDS WEST 300.00 FEET TO THE WEST LINE OF THE EAST 3/80 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 15 MINUTES 41 SECONDS EAST 140.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD, SUBJECT TO THE RIGHT OF WAY FOR FERRY STREET OVER THE EASTERNLY MOST 33.00 FEET THEREOF; SAID PARCEL CONTAINS 4.054 ACRES (176,347 SQ. FT.)



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817-889-0210

Ypsilanti, MI  
734-368-9483

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

**REVISIONS**

1	REVISED PROPERTY LINE	2022-09-27, MJD
2	REVISED PROPERTY LINE	2023-01-04, MJD

Drawn By: MJD  
Scale: 1"=100'  
Date: 09-16-2022  
Project: 2210328.SA  
Sheet Title: TENTATIVE PARCEL MAP  
Sheet #

**V-105**  
7 of 20



SURVEYOR TAKES NO RESPONSIBILITY FOR ANY TRANSACTION RESULTING FROM RELIANCE ON ATTACHED INFORMATION UNLESS A CERTIFICATE OF SURVEY IS PERFORMED ON THE ABOVE PARCELS WITHIN 90 DAYS, A CURRENT TITLE INSURANCE POLICY IS PROVIDED AND GOVERNMENTAL APPROVAL IS GRANTED FOR DIVISIONS.

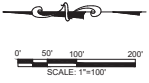




**LEGEND**

EXISTING PROPOSED

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



**ISSUED FOR APPROVAL**

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 Ypsilanti, MI 734-368-9483

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

**ISSUED FOR:**

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

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

**C-100**  
 8 of 20

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Ypsilanti, MI  
734-358-9483

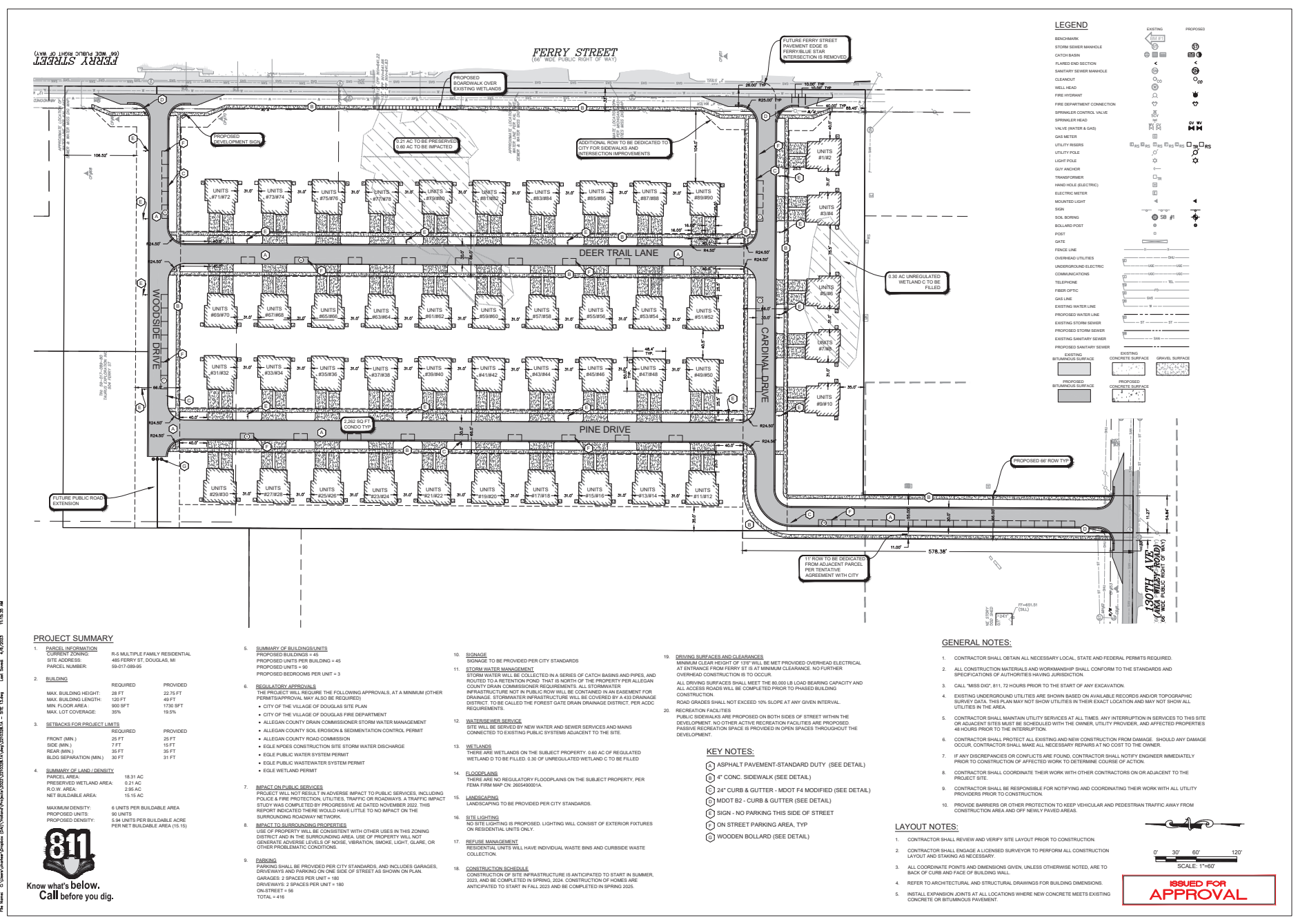
FOREST GATE CONDOMINIUMS  
485 FERRY ST., ALLEGAN CO.  
SECTION 17, TOWN OF DOUGLAS, ALLEGAN CO.  
-FOR-  
ARGENT MANAGEMENT GROUP, INC.  
PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

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

Project Manager:  
**JOHN TENPAS**  
Project:  
**2210328.1A**  
Sheet Title:  
**SITE PLAN**

Sheet #  
**C-101**  
9 of 20



**PROJECT SUMMARY**

- 1. PARCEL INFORMATION**  
CURRENT ZONING: R-6 MULTIPLE FAMILY RESIDENTIAL  
SITE ADDRESS: 485 FERRY ST., DOUGLAS, MI  
PARCEL NUMBER: 59-017-08-05
- 2. BUILDING**  
REQUIRED: 28 FT  
PROVIDED: 49 FT  
MAX. BUILDING HEIGHT: 120 FT  
MAX. BUILDING LENGTH: 35 FT  
MIN. FLOOR AREA: 900 SFT  
MAX. LOT COVERAGE: 35%  
MAX. LOT COVERAGE: 19.5%
- 3. SETBACKS FOR PROJECT LIMITS**  
FRONT (MIN.): 25 FT  
REAR (MIN.): 7 FT  
SIDE (MIN.): 15 FT  
BLDG SEPARATION (MIN.): 35 FT  
BLDG SEPARATION (MIN.): 31 FT
- 4. SUMMARY OF LAND DENSITY**  
PARCEL AREA: 18.31 AC  
PRESERVED WETLAND AREA: 0.21 AC  
R.O.W. AREA: 2.86 AC  
NET BUILDABLE AREA: 15.15 AC  
MAXIMUM DENSITY: 8 UNITS PER BUILDABLE AREA  
PROPOSED UNITS: 90 UNITS  
PROPOSED DENSITY: 5.94 UNITS PER BUILDABLE ACRE  
PER NET BUILDABLE AREA (15.15)

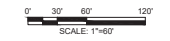


- 5. SUMMARY OF BUILDINGS/UNITS**  
PROPOSED BUILDINGS = 48  
PROPOSED UNITS PER BUILDING = 45  
PROPOSED UNITS = 90  
PROPOSED BEDROOMS PER UNIT = 3
- 6. REGULATORY APPROVALS**  
THE PROJECT WILL REQUIRE THE FOLLOWING APPROVALS, AT A MINIMUM OTHER PERMITS/APPROVAL MAY ALSO BE REQUIRED:  
• CITY OF THE VILLAGE OF DOUGLAS SITE PLAN  
• CITY OF THE VILLAGE OF DOUGLAS FIRE DEPARTMENT  
• ALLEGAN COUNTY DRAIN COMMISSIONER STORM WATER MANAGEMENT  
• ALLEGAN COUNTY SOIL EROSION & SEDIMENTATION CONTROL PERMIT  
• ALLEGAN COUNTY ROAD COMMISSION  
• ELEG EMPRES CONSTRUCTION SITE STORM WATER DISCHARGE  
• ELEG PUBLIC WATER SYSTEM PERMIT  
• ELEG PUBLIC WASTEWATER SYSTEM PERMIT  
• ELEG WETLAND PERMIT
- 7. IMPACT ON PUBLIC SERVICES**  
PROJECT WILL NOT RESULT IN ADVERSE IMPACT TO PUBLIC SERVICES INCLUDING POLICE & FIRE PROTECTION, UTILITIES, TRAFFIC OR ROADWAYS. A TRAFFIC IMPACT STUDY WAS COMPLETED IN PROGRESSIVE AS DATED NOVEMBER 2022. THIS REPORT INDICATED THERE WOULD BE LITTLE TO NO IMPACT ON THE SUBROUNDERING ROADWAY NETWORK.
- 8. IMPACT TO SURROUNDING PROPERTIES**  
USE OF PROPERTY WILL BE CONSISTENT WITH OTHER USES IN THIS ZONING DISTRICT AND IN THE SURROUNDING AREA USE OF PROPERTY WILL NOT GENERATE ADVERSE LEVELS OF NOISE, VIBRATION, SMOKE, LIGHT, GLARE, OR OTHER PROBLEMATIC CONDITIONS.
- 9. PARKING**  
PARKING SHALL BE PROVIDED PER CITY STANDARDS, AND INCLUDES GARAGES, DRIVEWAYS AND PARKING ON THE SIDE OF STREET AS SHOWN ON PLAN.  
GARAGES: 2 SPACES PER UNIT = 180  
DRIVEWAYS: 2 SPACES PER UNIT = 180  
ON-STREET: 186  
TOTAL = 446

- 10. SIGNAGE**  
SIGNAGE TO BE PROVIDED PER CITY STANDARDS
- 11. STORM WATER MANAGEMENT**  
STORM WATER WILL BE COLLECTED IN A SERIES OF CATCH BASINS AND PIPES, AND ROUTED TO A RETENTION POND THAT IS NORTH OF THE PROPERTY FOR ALLEGAN COUNTY DRAIN COMMISSIONER REQUIREMENTS. ALL STORMWATER INFRASTRUCTURE NOT IN PUBLIC ROW WILL BE CONTAINED IN AN EASEMENT FOR DRAINAGE. STORMWATER INFRASTRUCTURE WILL BE COVERED BY A 4:1 DRAINAGE DISTRICT, TO BE CALLED THE FOREST GATE DRAINAGE DISTRICT, PER ACCC REQUIREMENTS.
- 12. WASTEWATER SERVICES**  
SITE WILL BE SERVED BY NEW WATER AND SEWER SERVICES AND MAINS CONNECTED TO EXISTING PUBLIC SYSTEMS ADJACENT TO THE SITE.
- 13. WETLANDS**  
THERE ARE WETLANDS ON THE SUBJECT PROPERTY, 5.60 AC OF REGULATED WETLAND TO BE PRESERVED, 0.30 AC OF UNREGULATED WETLAND TO BE FILLED
- 14. FLOODPLAINS**  
THERE ARE NO REGULATORY FLOODPLAINS ON THE SUBJECT PROPERTY, PER FEMA FIRM MAP ON: 2605400001A.
- 15. LANDSCAPING**  
LANDSCAPING TO BE PROVIDED PER CITY STANDARDS.
- 16. SITE LIGHTING**  
NO SITE LIGHTING IS PROPOSED. LIGHTING WILL CONSIST OF EXTERIOR FIXTURES ON RESIDENTIAL UNITS ONLY.
- 17. REFUSE MANAGEMENT**  
RESIDENTIAL UNITS WILL HAVE INDIVIDUAL WASTE BINS AND CURBSIDE WASTE COLLECTION.
- 18. CONSTRUCTION SCHEDULE**  
CONSTRUCTION OF SITE INFRASTRUCTURE IS ANTICIPATED TO START IN SUMMER 2023, AND BE COMPLETED IN SPRING 2024. CONSTRUCTION OF HOMES ARE ANTICIPATED TO START IN FALL 2023 AND BE COMPLETED IN SPRING 2025.

- 19. DRIVING SURFACES AND CLEARANCES**  
MINIMUM CLEAR HEIGHT OF 13'9" WILL BE MET PROVIDED OVERHEAD ELECTRICAL AT ENTRANCE FROM 16000 ST IS AT MINIMUM CLEARANCE. NO FURTHER OVERHEAD CONSTRUCTION IS TO OCCUR.  
ALL DRIVING SURFACES SHALL MEET THE 8000 LB LOAD BEARING CAPACITY AND ALL ACCESS ROADS WILL BE COMPLETED PRIOR TO PHASED BUILDING CONSTRUCTION.  
ROAD GRADES SHALL NOT EXCEED 10% SLOPE AT ANY GIVEN INTERVAL.
  - 20. RECREATION FACILITIES**  
PUBLIC SIGNALS ARE PROPOSED ON BOTH SIDES OF STREET WITH THE DEVELOPMENT. NO OTHER ACTIVE RECREATION FACILITIES ARE PROPOSED. PASSIVE RECREATION SPACE IS PROVIDED IN OPEN SPACES THROUGHOUT THE DEVELOPMENT.
- KEY NOTES:**
- 1. ASPHALT PAVEMENT-STANDARD DUTY (SEE DETAIL)
  - 2. 4" CONC. SIDEWALK (SEE DETAIL)
  - 3. 24" CURB & GUTTER - MDOT F4 MODIFIED (SEE DETAIL)
  - 4. MDOT B2 - CURB & GUTTER (SEE DETAIL)
  - 5. SIGN - NO PARKING THIS SIDE OF STREET
  - 6. ON STREET PARKING AREA, TYP
  - 7. WOODEN BOLLARD (SEE DETAIL)

- GENERAL NOTES:**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL, STATE AND FEDERAL PERMITS REQUIRED.
  - ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.
  - CALL "MSS 807" 811, 72 HOURS PRIOR TO THE START OF ANY EXCAVATION.
  - EXISTING UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE RECORDS AND/OR TOPOGRAPHIC SURVEY DATA. THIS PLAN MAY NOT SHOW UTILITIES IN THEIR EXACT LOCATION AND MAY NOT SHOW ALL UTILITIES IN THE AREA.
  - CONTRACTOR SHALL MAINTAIN UTILITY SERVICES AT ALL TIMES. ANY INTERRUPTION IN SERVICES TO THIS SITE OR ADJACENT SITES MUST BE SCHEDULED WITH THE OWNERS, UTILITY PROVIDERS, AND AFFECTED PROPERTIES 48 HOURS PRIOR TO THE INTERRUPTION.
  - CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER.
  - IF ANY DISCREPANCIES OR CONFLICTS ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY PRIOR TO CONSTRUCTION OF AFFECTED WORK, TO DETERMINE COURSE OF ACTION.
  - CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS ON OR ADJACENT TO THE PROJECT SITE.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING AND COORDINATING THEIR WORK WITH ALL UTILITY PROVIDERS.
  - CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER.
- LAYOUT NOTES:**
- CONTRACTOR SHALL REVIEW AND VERIFY SITE LAYOUT PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL ENGAGE A LICENSED SURVEYOR TO PERFORM ALL CONSTRUCTION LAYOUT AND STAKING AS NECESSARY.
  - ALL COORDINATE POINTS AND DIMENSIONS GIVEN, UNLESS OTHERWISE NOTED, ARE TO BACK OF CURB AND FACE OF BUILDING WALL.
  - REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING DIMENSIONS.
  - INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE NEW CONCRETE MEETS EXISTING CONCRETE OR BITUMINOUS PAVEMENT.



**ISSUED FOR APPROVAL**

**ORISENSA ASSOCIATES, INC.**  
**Engineering Surveying Testing**  
 Holland, MI 616-396-0255  
 Grand Rapids, MI 616-249-3600  
 Kalamazoo, MI 269-544-1455  
 Lansing, MI 517-488-6210  
 Ypsilanti, MI 734-368-8483

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

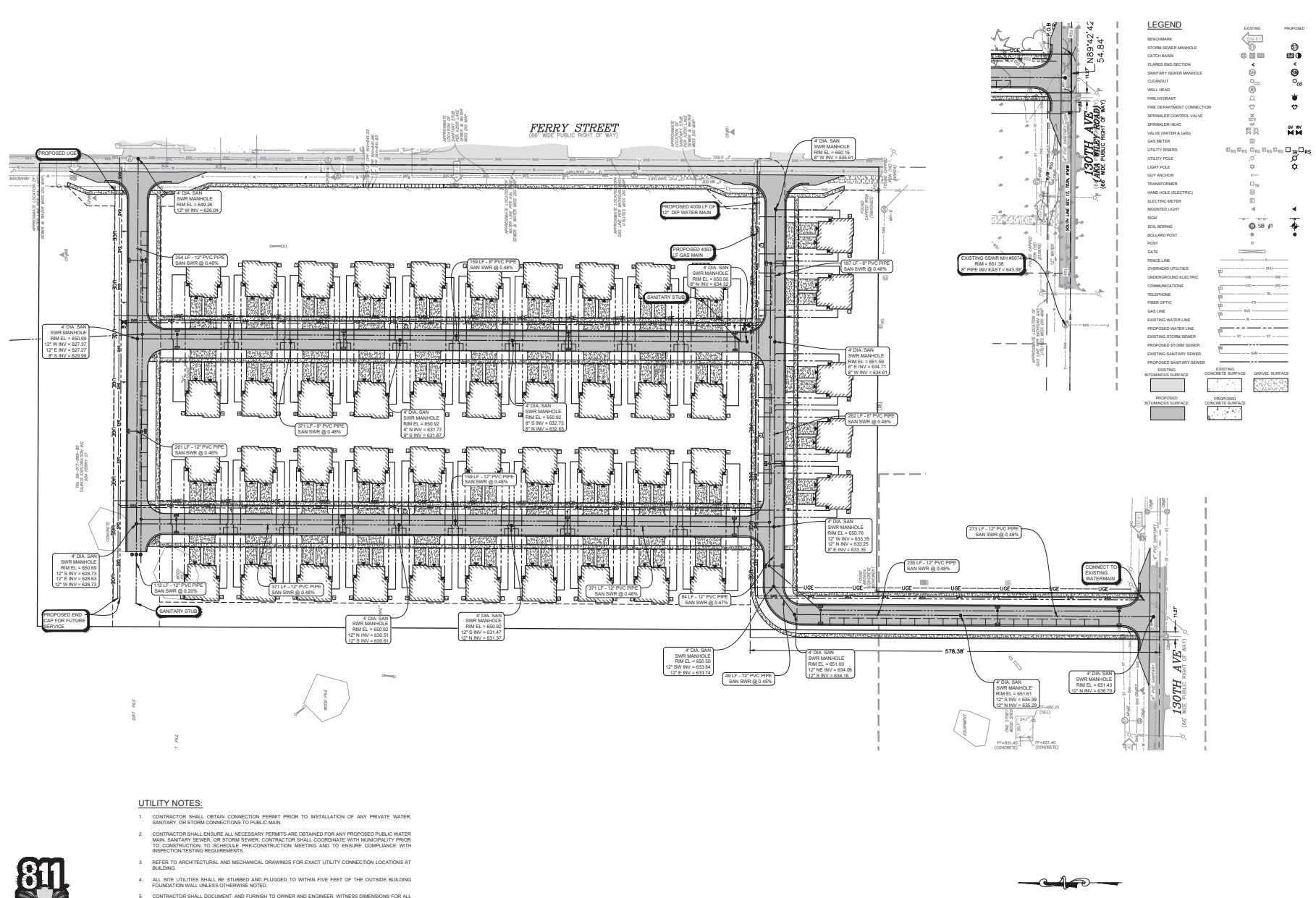
ISSUED FOR:

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

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

**UTILITY PLAN**

Sheet #  
**C-102**  
 10 of 20



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



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**ORISENSA ASSOCIATES, INC.**  
**Engineering**  
**Surveying**  
**Tasting**

Holland, MI  
 616-396-0255  
 Grand Rapids, MI  
 616-243-3800  
 Kalamazoo, MI  
 269-544-1455  
 Lansing, MI  
 517-489-6210  
 Ypsilanti, MI  
 734-358-9483

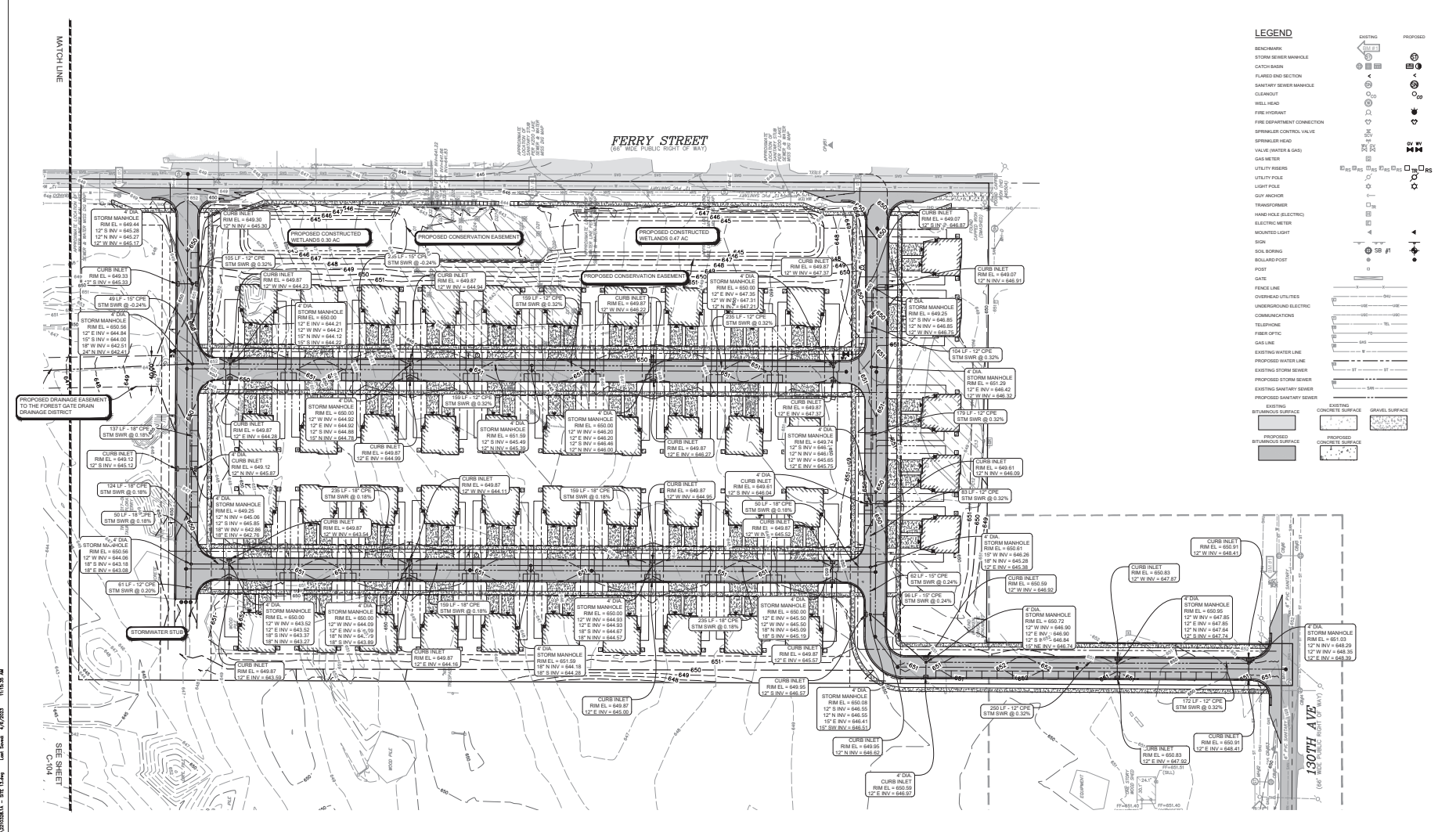
**FOREST GATE CONDOMINIUMS**  
 485 FERRY ST.  
 SECTION 17, TOWN, R16W, CITY OF DOUGLAS, ALLEGAN CO., MI  
 -FOR-  
**ARGENT MANAGEMENT GROUP, INC.**  
 PO BOX 571, DOUGLAS, MI 49606

ISSUED FOR:

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10	CITY REVIEW	12-28-2022
11	CITY REVIEW	01-26-2023
12	CITY REVIEW	02-28-2023
13	CITY REVIEW	04-26-2023

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

**C-103**  
 11 of 20



**LEGEND**

**EXISTING**

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

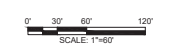
**PROPOSED**

- STORMWATER SURFACE
- EXISTING STORMWATER SURFACE
- PROPOSED STORMWATER SURFACE
- CONCRETE SURFACE
- PROPOSED CONCRETE SURFACE
- GRAVEL SURFACE
- PROPOSED GRAVEL SURFACE

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

**LEGEND**

- FINISH GRADE ELEVATION
- MATCH EXISTING GRADE ELEVATION
- FINISH GRADE ELEVATION AT BACK OF CURB
- FINISH GRADE ELEVATION AT FLOWLINE
- FINISH GRADE ELEVATION AT TOP OF HILL
- FINISH GRADE ELEVATION AT BOTTOM OF HILL AT GROUND
- PROPOSED SHALE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- MINIMUM OPENING ELEV. (M.O.E.)
- MINIMUM BASEMENT ELEV. (M.B.E.)



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

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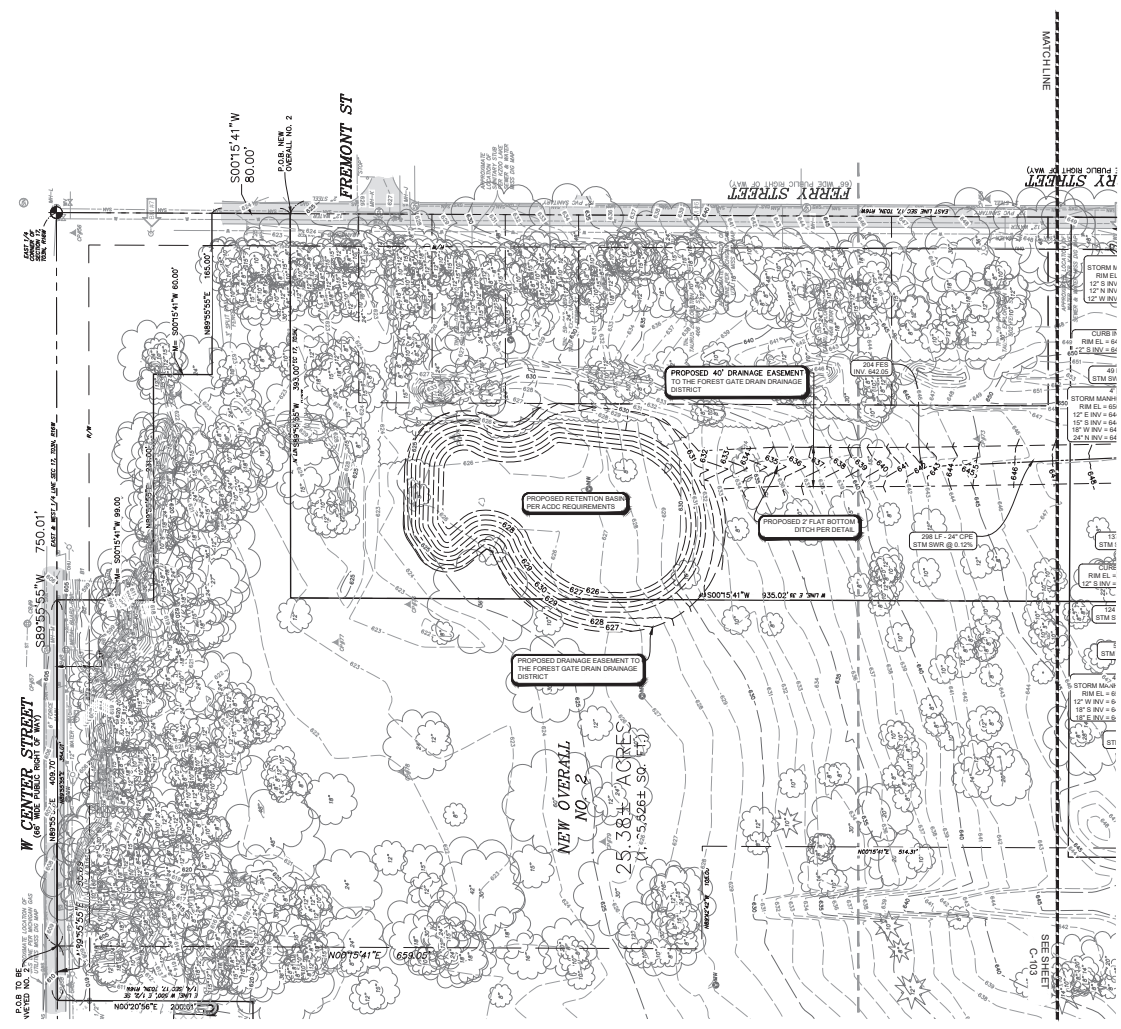
**FOREST GATE CONDOMINIUMS**  
 SECTION 17, TOWN OF FERRY ST., CITY OF DOUGLAS, ALLEGAN CO.  
 -FOR-  
**ARGENT MANAGEMENT GROUP, INC.**  
 PO BOX 571, DOUGLAS, MI 49406

ISSUED FOR:

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

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

**C-104**  
 12 of 20

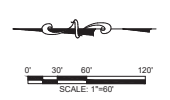


**LEGEND**

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

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- LEGEND**
- FINISH GRADE ELEVATION
  - MATCH EXISTING GRADE ELEVATION
  - FINISH GRADE ELEVATION AT BACK OF CURB
  - FINISH GRADE ELEVATION AT FLOW LINE
  - FINISH GRADE ELEVATION AT TOP OF HILL
  - FINISH GRADE ELEVATION AT BOTTOM OF HILL AT GRADE
  - PROPOSED SHALE
  - PROPOSED MAJOR CONTOUR
  - PROPOSED MINOR CONTOUR
  - EXISTING MAJOR CONTOUR
  - EXISTING MINOR CONTOUR
  - MINIMUM OPENING ELEV. (M.O.E.)
  - MINIMUM BASEMENT ELEV. (M.B.E.)



**ISSUED FOR APPROVAL**



**DISSEMINA ASSOCIATES, INC.**  
**Engineering Surveying Tasting**  
 14400 W. 14th St.  
 Holland, MI 49424-0255  
 Grand Rapids, MI 616-243-3002  
 Kalamazoo, MI 269-544-1455  
 Lansing, MI 517-889-6210  
 Ypsilanti, MI 734-358-9483

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

ISSUED FOR:

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

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

C-105  
 13 of 20

**SOIL EROSION & SEDIMENTATION CONTROL (SESC) NOTES:**

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

**SESC SITE SUMMARY:**

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

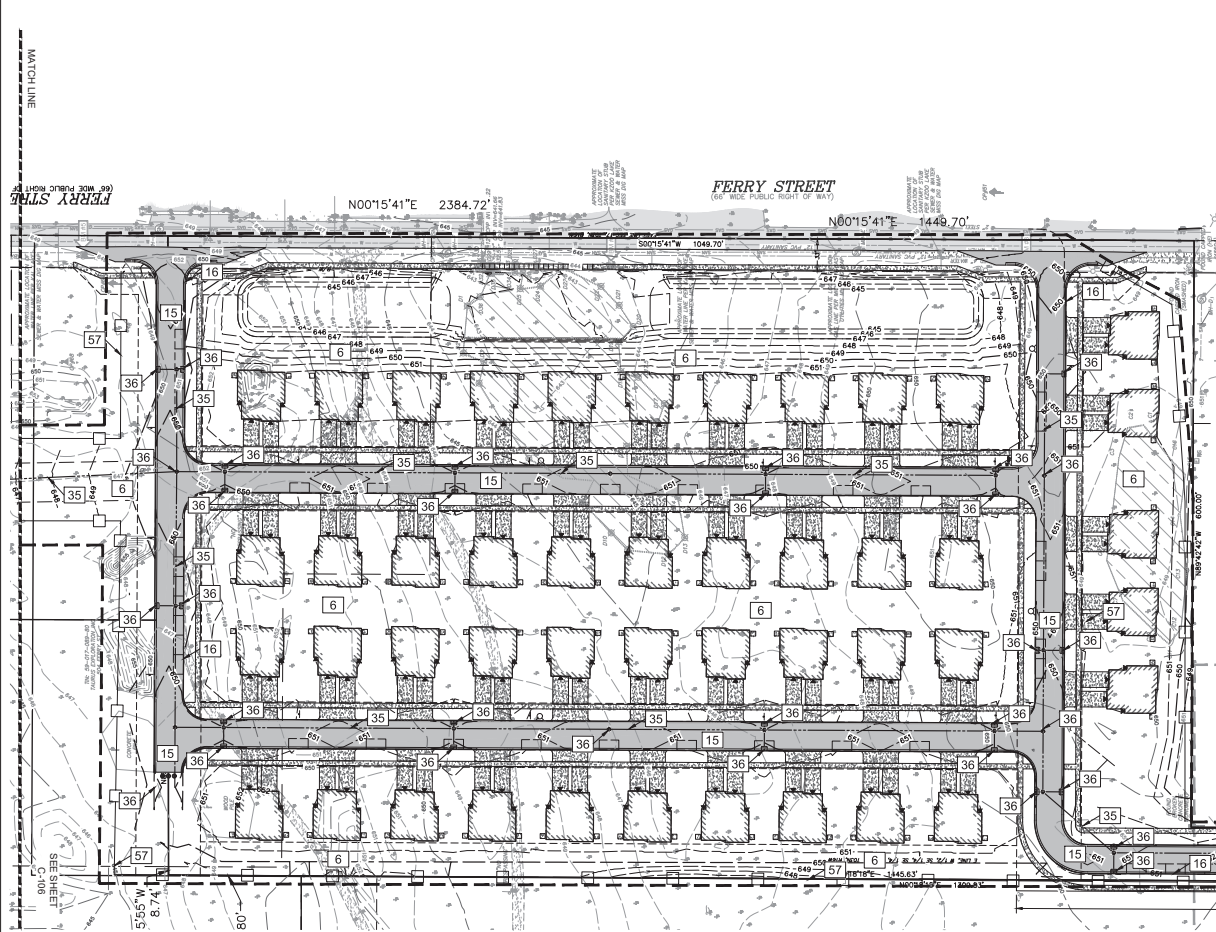
CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE - FILL IN DATE											
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
SITE CLEARING AND INSTALL CONTROLS												
ROUGH GRADE SITE												
INSTALL UTILITIES												
BUILDING CONSTRUCTION												
FINAL GRADING												
SEEDING & STABILIZATION												

**LEGEND**

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

**LEGEND**

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



**GRADING NOTES:**

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

**CONTINUED MAINTENANCE OF PERMANENT SESC MEASURES:**

PROPERTY OWNER SHALL BE RESPONSIBLE TO MAINTAIN PERMANENT SESC MEASURES.

**PAVING:**  
 REPAIR CRACKED OR DAMAGE PAVEMENT AS NEEDED.

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



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

**RESTORATION NOTES:**

- EXISTING DITCHES TOPSOIL MAY BE USED IF APPROVED BY ENGINEER. IF NOT APPROVED, IMPORTED TOPSOIL MEETING PROJECT SPECIFICATIONS SHALL BE USED.
- RETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND MULCH ON BASIN BOTTOM. RETENTION BASIN SIDESLOPES SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D516 OR EQUAL. SEED MIX SHALL BE .5PFW STORMWATER SEED MIX OR EQUAL ON BASIN BOTTOM AND 2 FEET VERTICALLY UP SIDESLOPE, AND SUITABLE GRASS SEED MIX ABOVE 2 FOOT LEVEL.
- DETECTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH ON BASIN BOTTOM. DETENTION BASIN SIDESLOPES SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D516 OR EQUAL.
- ALL OTHER SLOPES STEEPER THAN 1 ON 4 SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D516 OR EQUAL.
- ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH.

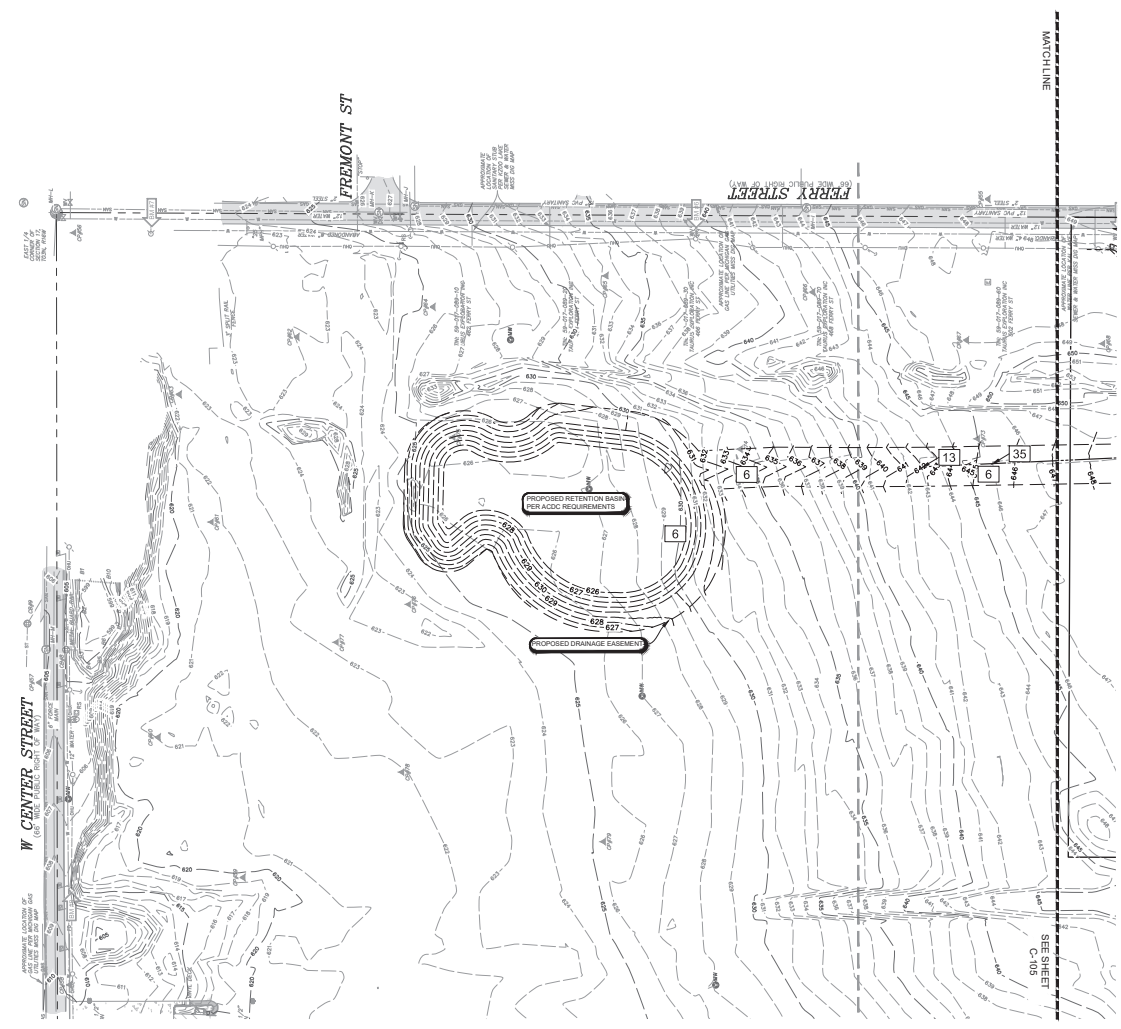


0' 30' 60' 120'  
 SCALE: 1"=60'

**ISSUED FOR APPROVAL**

**ORISENSA ASSOCIATES, INC.**  
**Engineering Surveying**  
**Tasting**  
 Holland, MI 616-396-0255  
 Grand Rapids, MI 616-249-3800  
 Kalamazoo, MI 269-544-1455  
 Lansing, MI 517-488-6210  
 Ypsilanti, MI 734-368-9483

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



**LEGEND**

- XXX.XXX MATCH EXISTING GRADE ELEVATION
- TTT.XXX.XXX FINISH GRADE ELEVATION AT BACK OF CURB
- TTT.XXX.XXX FINISH GRADE ELEVATION AT C&W LINE
- TTT.XXX.XXX FINISH GRADE ELEVATION AT TOP OF WALL
- TTT.XXX.XXX FINISH GRADE ELEVATION AT BOTTOM OF WALL AT GROUND
- PROPOSED SWALE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- MINIMUM OPENING ELEV. (M.O.E.)
- MINIMUM BASEMENT ELEV. (M.B.E.)

**LEGEND**

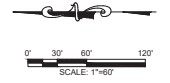
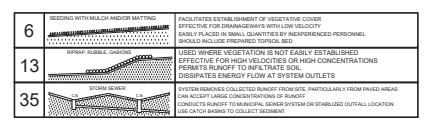
- BENCHMARK
- STORM SEWER MANHOLE
- CATCH BASIN
- FLARED END SECTION
- SAFETY SEWER MANHOLE
- CLEANOUT
- WELL HEAD
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- SPRINKLER CONTROL VALVE
- SPRINKLER HEAD
- VALVE (WATER & GAS)
- GAS METER
- UTILITY RISERS
- UTILITY POLE
- LIGHT POLE
- GOV ANCHOR
- TRANSFORMER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

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

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

- RESTORATION NOTES:**
- EXISTING ONSITE TOPSOIL MAY BE USED IF APPROVED BY ENGINEER. IF NOT APPROVED, IMPORTED TOPSOIL MEETING PROJECT SPECIFICATIONS SHALL BE USED.
  - RETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND MULCH ON BASIN BOTTOM. RETENTION BASIN SIDE SLOPES SHALL BE RESTORED WITH 3" OF LOOSE SANDY TOPSOIL, SEED, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D9150 OR EQUAL. SEED MIX SHALL BE 50% STORMWATER SEED MIX OR EQUAL, ON BASIN BOTTOM AND 2 FEET VERTICALLY UP SLOPES, AND SUITABLE GRASS SEED MIX ABOVE A FOOT LEVEL.
  - DETENTION BASIN, IF PRESENT, SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH ON BASIN BOTTOM. DETENTION BASIN SIDE SLOPES SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D9150 OR EQUAL.
  - ALL OTHER SLOPES STEEPER THAN 1 ON 4 SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND EROSION CONTROL BLANKET, NORTH AMERICAN GREEN D9150 OR EQUAL.
  - ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH 4" (MIN) TOPSOIL, SUITABLE GRASS SEED MIX, FERTILIZER, AND MULCH.

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



**ISSUED FOR APPROVAL**

ISSUED FOR:

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

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

**C-106**  
 14 of 20





**ARGENT ENGINEERING & ARCHITECTURE, INC.**  
 Engineering  
 & Architecture  
 Holland, MI 616-396-0255  
 Grand Rapids, MI 616-243-3800  
 Kalamazoo, MI 269-544-1455  
 Lansing, MI 517-489-6210  
 Ypsilanti, MI 734-358-8483

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

ISSUED FOR:

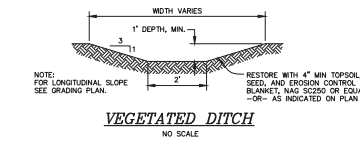
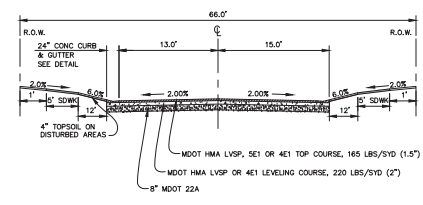
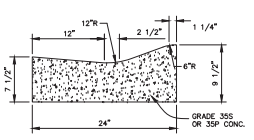
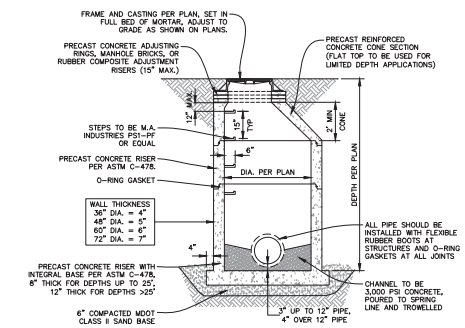
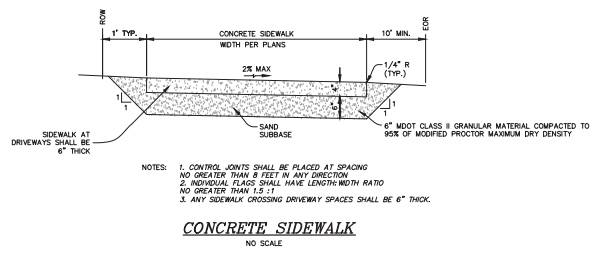
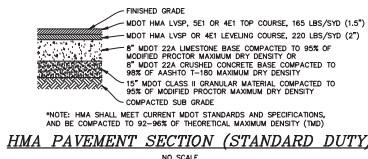
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13	CITY REVIEW	04-26-2023

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

DETAILS

Sheet #

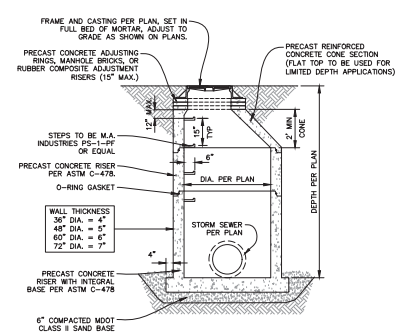
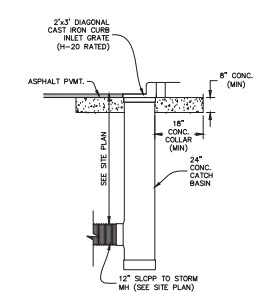
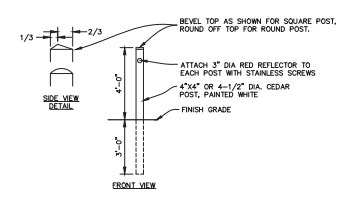
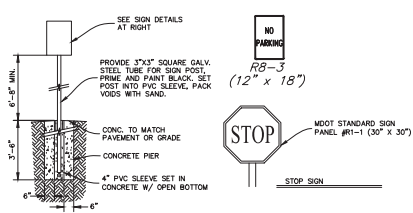
**C-501**  
 15 of 20



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

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

NOTE:  
 FOR LONGITUDINAL SLOPE SEE GRADING PLAN.  
 RESTORE WITH 4" MIN TOPSOIL, SEED, AND EROSION CONTROL BLANKET, NAG SC250 OR EQUAL OR AS INDICATED ON PLAN.



**ISSUED FOR APPROVAL**



**DIVERSE | FLUSH MOUNT**

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

Job Name : \_\_\_\_\_  
 Job Type : \_\_\_\_\_  
 Quantity : \_\_\_\_\_  
 Comments : \_\_\_\_\_

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



MSC030



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



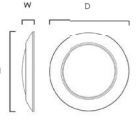
**SILT SACK**  
 NO SCALE

**PRODUCT DESCRIPTION**

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

**MEASUREMENTS**

MODEL	DIMENSION	MODEL	DIMENSION
57612	7.5"W x 1.25"H x 7.5"L	57640	13"W x 0.75"H x 13"L
57613	7.5"W x 1.25"H x 7.5"L	57641	7.5"W x 1.25"H x 7.5"L
57614	7.5"W x 1.25"H x 7.5"L	57644	7.5"W x 1.25"H x 7.5"L
57631	6.25"W x 1.25"H x 6.25"L	57647	7.5"W x 1.25"H x 7.5"L
57633	6.25"W x 1.25"H x 6.25"L	57651	7.5"W x 1.25"H x 7.5"L
57636	6.25"W x 1.25"H x 6.25"L	57652	7.5"W x 1.25"H x 7.5"L
		57654	7.5"W x 1.25"H x 7.5"L



**WIRE LENGTH** 6'L

**LAMPING**

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

Always consult a qualified electrician before installing any lighting product.



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

**LIGHT PHOTOMETRICS**  
 NO SCALE

**FINISHES OPTION**

- Bronze
- Satin Nickel
- White
- Black

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

**GLASS**

White WT

**MATERIAL**

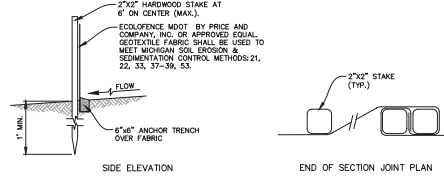
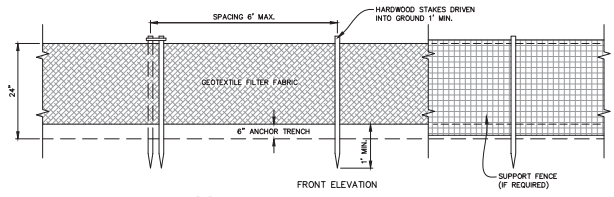
Polycarbonate, Die Cast Aluminum

**RATINGS**

- cETLus
- Wet Location
- Energy Star



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



**SILT FENCE**  
 NO SCALE



**DIVERSIFIED SURVEYING & MAPPING, INC.**  
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**FOREST GATE CONDOMINIUMS**  
 485 FERRY ST.  
 SECTION 17, TOWN OF BOWLING GREEN, CITY OF DOUGLAS, ALLEGAN CO.  
 -FOR-  
**ARGENT MANAGEMENT GROUP, INC.**  
 PO BOX 571, DOUGLAS, MI 49606

ISSUED FOR:

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13	CITY REVIEW	04-06-2023

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

**DETAILS**

Sheet #  
**C-502**  
 16 of 20

**ISSUED FOR APPROVAL**



Know what's below.  
 Call before you dig.





Landscape Plan Drawn By  
JOYCE E. MELIS, P.L.A., A.S.L.A.

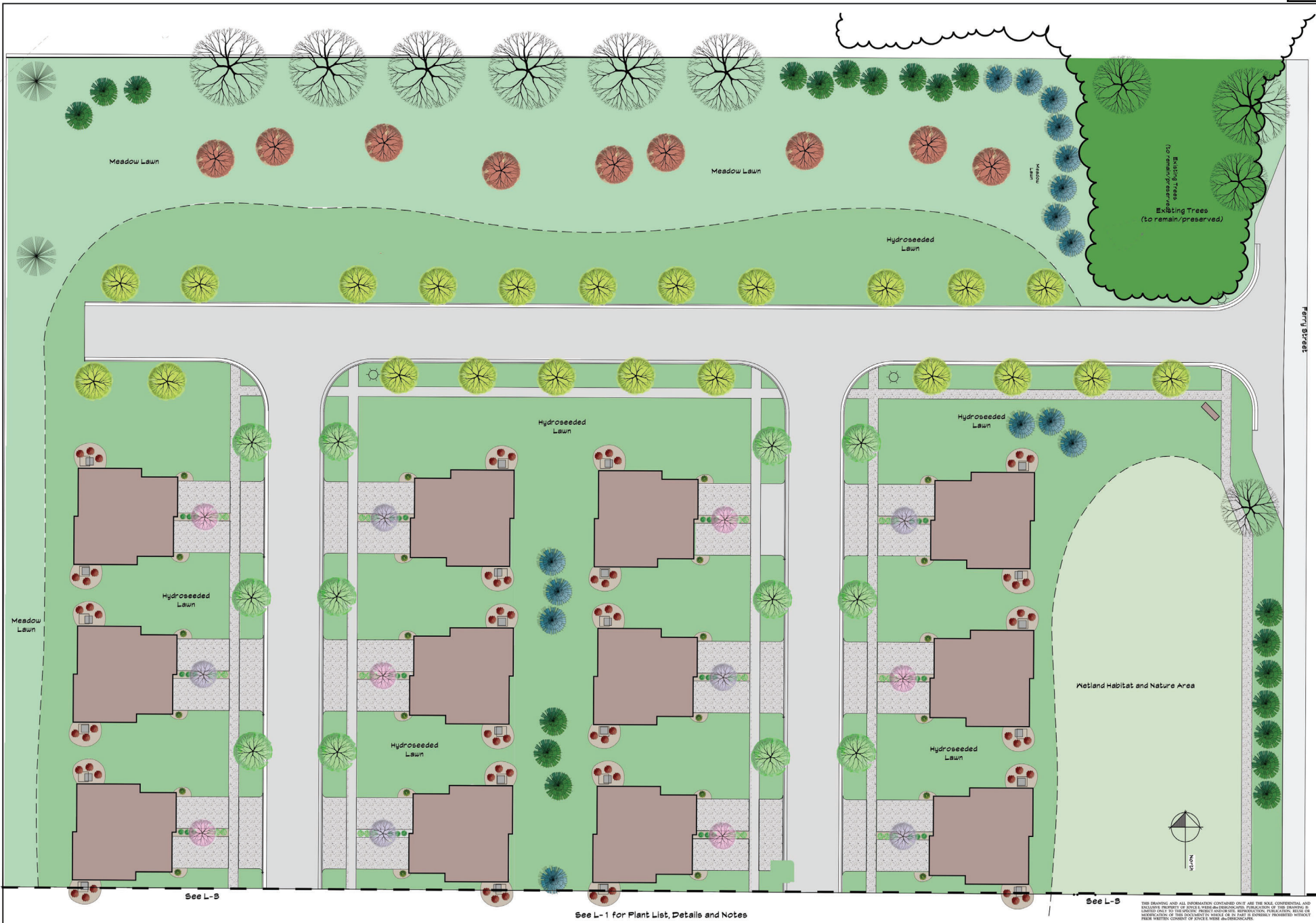
PROPOSED LANDSCAPE PLAN FOR:  
**Forest Gate Condominiums**  
485 Ferry Street, Douglas, Michigan



PROJECT NUMBER:	081122
DRAWN BY:	Joyce E. Melis P.L.A., A.S.L.A.
DRAWING DATE:	090922
ISSUED FOR:	
04/21/22	Site Plan Approval
10/21/22	Revision
01/18/23	Revision
02/27/23	Revision
09/28/23	Revision

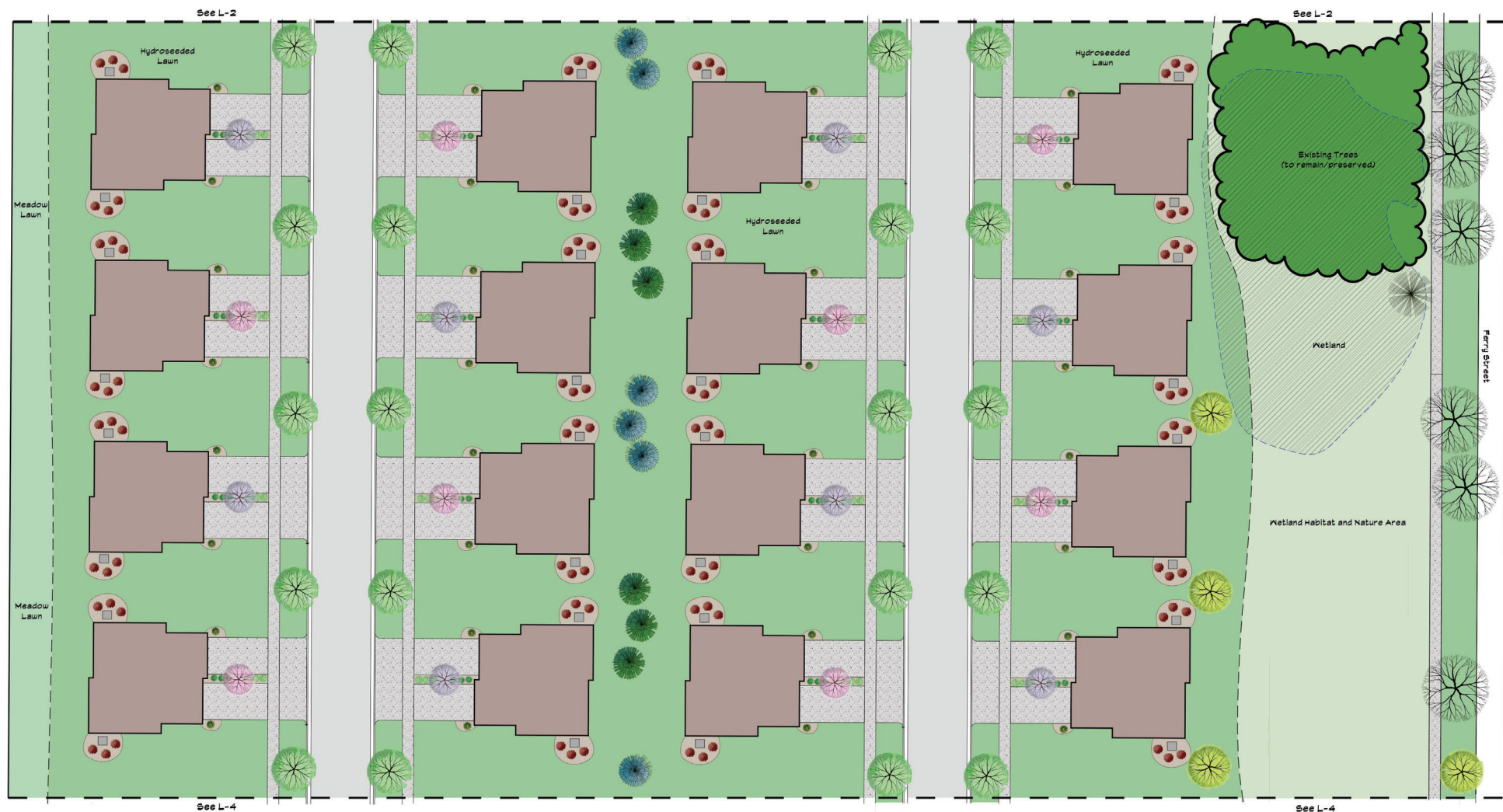
SCALE  
1"=20'

SHEET NUMBER  
**L-2**



See L-1 for Plant List, Details and Notes

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See L-1 for Plant List, Details and Notes



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

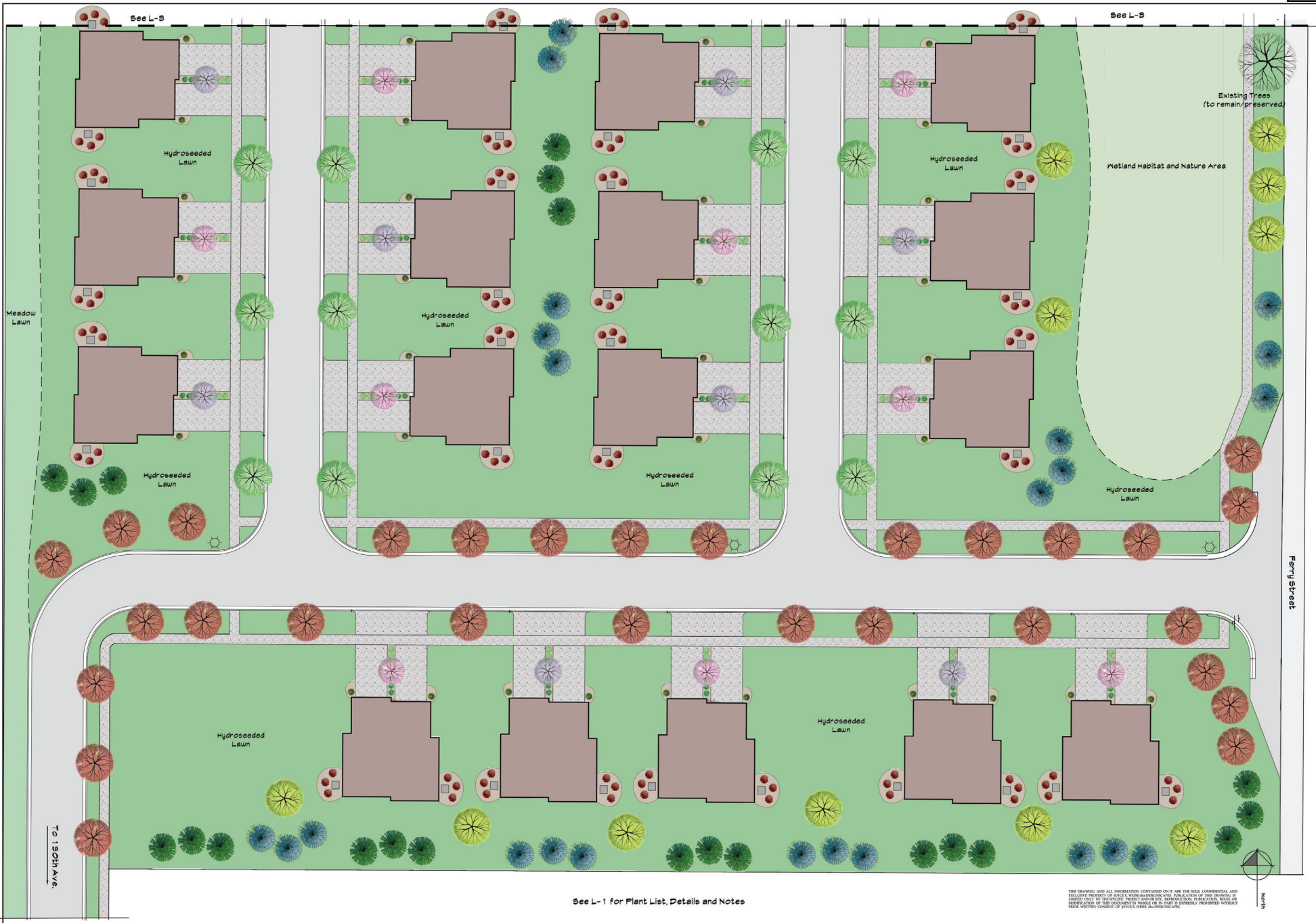
PROPOSED LANDSCAPE PLAN FOR:  
**Forest Gate Condominiums**  
4055 Ferry Street, Douglas, Michigan



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

SCALE  
1"=20'

SHEET NUMBER  
**L-3**



See L-1 for Plant List, Details and Notes

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

**Forest Gate Condominiums**  
405 Ferry Street, Douglas, Michigan

PROPOSED LANDSCAPE PLAN FOR:



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SHEET NUMBER  
L-4

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## MEMORANDUM

**To:** City of The Village of Douglas Planning Commission  
**Date:** April 14, 2023  
**From:** Tricia Anderson, AICP  
 Andy Moore, AICP  
**RE:** **200 Center Street / Ordinance Amendment Discussion**

As you know, the zoning of the parcel known as 200 Center Street has been a bit of a mystery while going through the process of site plan review for a mixed-use development on this parcel. The attached opinion, written by the City Attorney will now give clarity to the applicant and reviewers of future development on the 200 Center Street parcel. The conclusion is that the parcel's PUD zoning designation as depicted on the 2009 zoning map was a *mapping error*. The actual zoning is C-1 and will be updated on the zoning map sometime in the near future.

In reviewing the proposed mixed-use development on the parcel and the applicant's desire to have ground-floor residential, we've found some text in the zoning ordinance that may not fully align with the intent or its reason for being there. In the C-1, Village Center District, ground floor residential is permitted by special land use. Section 26.13 outlines the criteria for approving the ground floor residential as a special land use. These criteria are listed in Figure 1. Under Site Requirements, part b requires that abuts residentially zoned property on at least one side. The intent may have been for it to abut a residential *use*.

We are asking the Planning Commission to hold some discussion about the intent of part b and whether it needs to be there or not. We've learned from the development proposal at 200 Center St. that without a third floor and without ground floor residential, the development is unlikely to produce an effective return on investment. If the criteria for ground floor residential is modified to either remove the requirement for the site to abut residentially zoned property, or

### Section 26.13 Ground Floor Residential

- 1) Locational Requirements: Residential uses shall be permitted on the ground floor of a structure located in the C-1 District only where such use does not front upon Center Street.
- 2) Site Requirements:
  - a) All residential dwelling units on the ground floor of a structure located within the C-1 District shall be set back a minimum of thirty (30) feet from the Center Street right-of-way to avoid breaking up the continuity of active commercial areas along Center Street.
  - b) All ground floor structures used for residential purposes shall be located on property which abuts property zoned R-1, R-2, R-3, R-4 or R-5 on at least one side.
  - c) The Planning Commission shall make a determination that the regular flow of pedestrian traffic to and from established commercial uses is not likely to be negatively reduced or impeded by the residential use within a ground floor structure.
  - d) Any application for Ground Floor Residential use within the boundaries of the Downtown Development Authority shall be submitted to the DDA Board for recommendation prior to Planning Commission approval.
  - e) All standards of Article 10 C-1 Village Center District shall apply to a ground floor residential use except that the minimum transparency requirements set forth within Section 10.02, D, may be reduced to no less than 30% to insure the safety and privacy of residents.

Fig. 1

(Amended October 19, 2009: Ord. #03-2009)

change it to *residentially used* property, it may continue to create barriers for developers to bring more housing options to the City.

If the Planning Commission comes to a consensus on the need for a text amendment, we will prepare the amendment at an upcoming meeting. Otherwise, we can simply leave the language as is.

Please reach out with any questions.



March 15, 2023

VIA EMAIL ONLY: [Anderson@williamsworks.com](mailto:Anderson@williamsworks.com)

City of the Village of Douglas, Michigan  
c/o Ms. Tricia Anderson  
Williams & Works, Planning Consultants to the City

RE: 200 Center Street

Dear Ms. Anderson:

You have requested that Plunkett Cooney, acting in its capacity as City Attorneys for the City of the Village of Douglas (the "City"), advise the City and City Planning Commission whether real property commonly known as 200 Center Street, City of Douglas, should be considered as zoned "Planned Unit Development – Village Center-1" (herein, "PUD C-1"), as appears to be true from a review of the current City Zoning Map, or simply "Village Center -1" (herein, "C-1"), because the Zoning Map does not reflect a current planned unit development. For the reasons stated below, we are of the opinion that 200 Center Street should be considered as zoned "C-1".

The relevant facts provided, and to which our opinion is limited, are as follows:

The City has received an application for PUD site plan approval for a mixed-use building which the Applicant's representative has verbally advised will be limited to 2 stories in height, with commercial frontage on Center Street and ground-floor residential behind commercial on the rear building elevation. The Applicant's representative asserts that (i) the proposed development project will not be financially feasible without the inclusion of ground-floor residential and (ii) the desire to develop the parcel as a planned unit development is necessitated by, among others, (A) the Zoning Ordinance's C-1 district requirement that ground-floor residential comply with the requirements of Section 26.13 and (B) Section 19.03 Special Land Use off-site parking requirements.

The Applicant relies heavily upon the City Zoning Map, as adopted in May 2009 and most recently updated in 2014, which appears to depict 200 Center Street as a "PUD C-1" district.

Article 27 of the Zoning Act does not establish "planned unit development" as a mechanism to avoid the requirements of the underlying zoning district. Section 27.02 declares that PUD is both a separate zoning district and an overlay zone. As applied to this application, that means the requirements of the underlying C-1 zoning district continue to apply after a PUD C-1 rezoning except insofar as the City has identified specific waived or modified C-1 requirements upon a finding that the Applicant has demonstrated its satisfaction of the



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eligibility conditions of Articles 24 and 27 of the Zoning Ordinance. Zoning Map depiction of 200 Center Street as “PUD C-1”, without a PUD Ordinance or other identification of the waived or modified underlying C-1 zoning district criteria, and without evidence that Council made a determination of PUD eligibility, must fail.

In response to this application, we understand that City personnel conducted a comprehensive search for City records supportive of the City Zoning Map’s “PUD C-1” designation.

No record of a PUD Ordinance or PUD re-zoning of 200 Center Street to “PUD C-1” has been located for review. Accordingly, we cannot identify with any certainty the C-1 Zoning district deviations that Council may have approved in connection with any prior “PUD C-1” re-zoning -- assuming that the City Zoning Map depiction correctly reflects prior Council action to re-zone 200 Center Street. Indeed, there is no evidence that, in connection with its consideration of any past PUD re-zoning application, Council determined that the PUD prerequisite eligibility criteria of City Zoning Ordinance Section 27.03, the site plan requirements of Zoning Ordinance Article 24 or the project design standards of Ordinance Section 27.04 were satisfied. For all of these reasons, we are of the opinion there is insufficient evidence to support a conclusion that 200 Center Street is zoned “PUD C-1”, and, instead, conclude that 200 Center Street should be considered as zoned “C-1”.

A Site Plan, dated June 21, 2000, was submitted to the predecessor Village of Douglas seeking site plan approval for a proposed re-zoning of property located immediately adjacent to 200 Center Street as a planned unit development to be called “The Lodge at Douglas” (herein, the “Lodge PUD”). We understand that the City has located and reviewed minutes of Village proceedings at which the Lodge PUD application was considered, but these records also lack the requisite details discussed above. The Lodge PUD subsequently was abandoned; no physical improvements were subsequently installed or constructed on the proposed Lodge PUD site, which, in any event, did **not** include the adjacent 200 Center Street parcel.

Based upon all currently available evidence, we conclude that the most likely explanation for the City Zoning Map depiction of 200 Center Street as “PUD C-1” is that 200 Center Street was mistakenly, as a “simple mapping error”, included with the adjacent Lodge PUD lands as a parcel re-zoned to “PUD C-1”.

As a final note, a current re-zoning of 200 Center Street to “PUD C-1” does not appear to be permissible since this parcel does not satisfy the minimum land area two (2) acre eligibility requirement of Section 27.03 2) of the Zoning Ordinance.

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We cannot, of course, rule out the possibility that City officials may yet locate, or the Applicant may be able to provide, records concerning the 200 Center Street parcel that may warrant reconsideration of our opinion. Should either occur, we will be happy to supplement this opinion.

PLUNKETT COONEY

*/s/ Philip A. Erickson*

Philip Erickson  
Plunkett Cooney, City Attorneys



David S. Keast  
Of Counsel, Plunkett Cooney

cc: Rich Labombard, City of Douglas Manager

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## MEMORANDUM

**To:** The City of the Village of Douglas Planning Commission  
**Date:** April 14, 2023  
**From:** Tricia Anderson, AICP  
Andy Moore, AICP  
**RE:** **Draft Sign Ordinance - Discussion**

At the March 9<sup>th</sup> meeting, the Planning Commission reviewed and discussed the draft of the new sign ordinance. Meaningful feedback was received and an email to solicit further comments or recommendations was sent to the Planning Commission. We incorporated all the feedback we've received into a revised draft for your review at the upcoming meeting.

If the Planning Commission is largely accepting of the revised draft, we will incorporate any further additions as advised by the Planning Commission, and send to the City Attorney for review. At the May meeting, the Planning Commission can then hold the public hearing and make a formal recommendation to the City Council for the final approval.

The task of the Planning Commission at the upcoming meeting is to review the revised draft and provide any feedback for us to make additional adjustments to meet the needs of the community.

Please feel free to reach out to us with any questions.

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**ARTICLE 22:**  
**SIGNS**

**Section 22.01 Applicability**

This article applies to all persons, firms, partnerships, associations, and corporations owning, occupying, or having control or management of any premises located within the City of the Village of Douglas.

**Section 22.02 Intent**

The intent of this article is to provide regulatory parameters for the location and manner of display of signs in the City in a manner consistent with the following purposes:

- A. To protect and further the health, safety, and welfare of the City's residents, property owners, and visitors.
- B. To prevent traffic hazards and pedestrian accidents caused by signs that obstruct vision, distract or confuse drivers, or are improperly secured or constructed.
- C. To conserve and enhance community character.
- D. To promote uniformity in the size, number, or placement of signs within districts.
- E. To promote the economic viability of commercial areas by minimizing visual clutter and allowing for proper placement of signs to safely direct motorists to their destination.
- F. To balance the public's right to be informed and its desire to avoid visual pollution and hazardous conditions with the rights of businesses and other non-business uses to communicate.
- ~~F.G.~~ To allow for the reasonable continuance of the use of nonconforming signs.
- ~~G.H.~~ It is further recognized that special circumstances or events may create a need for portable signage for a limited and reasonable period of time.
- ~~H.I.~~ The purpose of this article does not include the regulation of the content or any information included on the sign.
- ~~I.J.~~ The regulations and standards of this chapter are considered the minimum amount of regulation necessary to achieve a substantial government interest for public safety, aesthetics, and protection of property values.

**Section 22.03 Definitions**

For purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions are also referenced in Article 2, Definitions.

1. **Abandoned sign.** A sign for which no legal owner can be found; or a sign that is dilapidated, has fallen into disrepair or otherwise exhibits characteristics of abandonment in the opinion of the Zoning Administrator.

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2. **Architectural Feature.** An integral element of a building that does not contain any discernable message.
3. **Artwork.** Any decorative element that is not integral to a building and does not contain an immediately discernable message or representation.
4. **Awning.** A retractable or fixed shelter constructed of non-rigid materials on a supporting framework that projects from the exterior wall of a building. An awning is the same as a canopy.
5. **Awning sign.** A sign painted on, printed on, or attached flat against the surface of an awning or canopy.
6. **Balloon Sign.** See *inflatable sign*.
7. **Banner Sign.** A sign made from fabric, plastic, vinyl, or other non-rigid material. A banner sign will be defined as one of the following:
  - a. **Banner Sign, Temporary.** A temporary sign of made from fabric, plastic, vinyl, or other non-rigid material without an enclosing structural framework attached to or hung from a pole, rope or to a building or structure.
  - b. **Banner Sign, Permanent.** Wall signs made exclusively from plastic, vinyl, or other non-rigid materials that are permanently affixed to the wall of a building with fasteners. Permanent banner signs may or may not have a frame surrounding the sign area. All permanent banner signs must be maintained in an orderly manner and replaced as necessary.
8. **Billboard.** See "*Oversized Off-Premise Sign*".- ▲  
8.
9. **Building Frontage.** The width of a building façade as viewed from the exterior. In the case of a multi-tenant building, building frontage shall consist of the width of the frontage of the space occupied by the tenant.
10. **Exempt sign.** A sign that is exempt from either a sign permit or from the provisions of this entire article, as described in Section 22.03.B
11. **External Illumination.** Lights designed to illuminate a sign that are not located within the sign itself.
12. **Festoons.** A string of ribbons, tinsel, flags, pennants, or pinwheels that contains messages or sign copy.

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**Commented [MR1]:** Festoon applies to other architectural elements, like decorative garland, lights, etc. It really describes the arched shape created by the support (string, wire, or cable) connecting the two points. Just throwing this out there in-case you want to expand upon the definition or clarify the name, like Festoon Sign, if it's going to be signage specific

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13. **Flag-sign.** A lightweight piece of cloth, fabric, or other similar material that is attached either to a pole used exclusively for the purpose of flag display or attached to a permanent building using a flag pole bracket.
14. **Flashing sign.** A sign that contains a rapidly intermittent or changing light source.
15. **Footcandles.** A unit of illumination on a surface equal to one lumen per square foot, which is used to measure the brightness of a sign containing internal or external illumination or digital signs displayed on a screen.
16. **Freestanding sign.** A sign not attached to a building or wall that is supported by one or more poles or braces or that rests on the ground or on a foundation resting on the ground.
17. **Government sign.** A sign that is erected or required to be erected by the City of the Village of Douglas, Allegan County, or the state or federal government.
18. **Human sign.** A sign that is held by a person and displayed on or off-site to attract the attention of passing pedestrians and vehicular traffic.
19. **Illegal sign.** A sign that does not meet the requirements of this chapter and that has not received legal nonconforming status.
- ~~20.~~ **Inflatable sign.** Any three-dimensional object, including a tethered balloon, capable of being filled with air or gas depicting a character, figure, product or product trademark, whether or not such object contains a message or lettering, that may or may not have some form of movement.
- ~~20-21.~~ **Integral signs.** Any sign that is integral to site circulation and wayfinding, such as above entrances
- ~~24-22.~~ **Internal illumination.** Lights designed to illuminate a sign from the interior of the sign itself.
- ~~22-23.~~ **Mansard Roof.** A sloped roof or roof-like façade architecturally comparable to a building wall.
- ~~23-24.~~ **Mansard sign.** A sign that is mounted, painted on, or attached to a mansard.
- ~~24-25.~~ **Marquee.** A permanent structure constructed of rigid materials that project from the exterior wall of a building.

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~~25-26.~~ **Marquee sign.** A sign affixed to the surface of a marquee.

~~26.~~ **Monument sign.** A freestanding sign supported by a base that rests directly on the ground, where the width of the base is at least 50 percent of the width of the sign.

~~27.~~

~~27-28.~~ **Non-conforming sign.** A sign that does not conform to this chapter.

~~28-29.~~ **Painted wall sign.** A sign that is applied with paint or similar substance on the face of a wall or the roof of a building.

~~29-30.~~ **Pole sign.** A free-standing sign that is supported by a structure, pole(s), or brace(s) that are less than 50 percent of the width of the sign.

~~30-31.~~ **Pennant.** A flag or cloth that tapers to a point.

~~31-32.~~ **Projecting sign.** A double-faced sign attached to a building or wall that extends more than 12 inches but not more than 48 inches from the face of the building or wall.

~~32-33.~~ **Reader board sign.** One of the following:

- a. **Manual reader board.** A sign on which the letters or pictorials are changed manually or;
- b. **Electronic reader board.** A sign with a fixed or changing display or message composed of a series of lights or digital images and text that may be changed through electronic means.
- c. **Portable reader board.** A sign where, by its nature may be or is intended to be easily moved from one location to another, typically a sign supported on a metal chassis and may include copy that can be changed manually through the use of attachable characters, but not including sidewalk signs, banners, etc.

~~33-34.~~ **Multi-vision sign.** Any sign composed in whole or in part of a series of vertical or horizontal slats or cylinders that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image or images.

~~34-35.~~ **Roofline.** The top of a roof or parapet wall, whichever is higher, but excluding any cupolas, chimneys, or other minor projections.

~~35-36.~~ **Roof sign.** A sign that is attached to or is placed on the roof of a building.

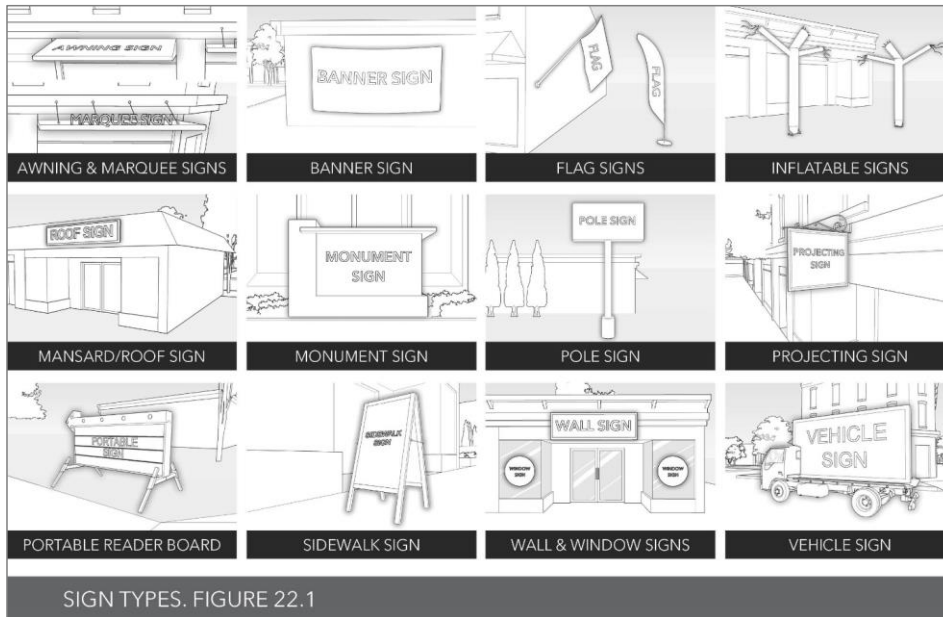
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- 36-37. Rotating sign.** A sign in which the sign itself or any portion of the sign moves in a revolving or similar manner. Such motion does not refer to methods of the changeable copy.
- 37-38. Sidewalk sign.** An A-frame sign that is portable and designed to be placed on the sidewalk in front of the use it advertises. Also commonly called a "**sandwich board sign.**"
- 38-39. Sign.** A device, structure, fixture, figure or placard that may or may not use graphics, symbols, emblems, numbers, lights and/or written copy to communicate information of any kind to the public. House numbers, addresses, and name plates not exceeding two square feet shall not be considered signs.
- 39-40. Permanent sign.** A sign installed on a support structure, not intended to be moved or removed, but to remain for an indefinite period of time.
- 40-41. Temporary sign.** A sign installed for a limited period of time, intended to be removed within a time period as specified herein. Examples of temporary signs include, but are not limited to, wire-framed signs, banners, feather flags, balloon signs/air dancers and signs with wooden or metal supports that are placed into the ground, without a permanent foundation. Temporary signs are not designed to withstand wind and snow loads as prescribed in the Michigan Building Code.
- 41-42. Snipe sign.** A sign that is attached to a utility pole, tree, fence, or to any object located or situated on public property, or private property without permission.
- 42-43. Streamers.** A long, narrow strip of material used as a decoration or symbol.
- 43-44. Wall sign.** A sign painted or attached directly to and parallel to the exterior wall of a building extending no greater than 12 inches from the exterior face of a wall to which it is attached.
- 44-45. Window sign.** A sign installed inside a window and intended to be viewed from the outside.
- 45-46. Vehicle sign.** A sign painted on, incorporated in, or attached directly to any mode of transportation, including but not limited to automobiles, trucks, buses, boats, trailers, semi-trailers or airplanes.



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**46.47. Wireframe sign.** A temporary sign made of corrugated plastic, vinyl, cardboard, poster board or similar material that is supported by or attached to a metal frame.



### **Section 22.04 Sign Permit Procedures**

- A. Permit Required. Prior to the commencement of the erection, alteration or structural change to a sign or other advertising structure, with the exception of the signs listed in Section 22.04.B and identified as “exempt”, a zoning permit must be obtained in accordance with the process set forth in Section 23.03, Permit Procedures and Regulations.
- B. Exempt Signs. The following signs shall not require a permit but shall be subject to all other applicable regulations of this article.
1. Government signs, including wayfinding, identification and light pole banner signs.
  2. Signs with an area of less than one square foot.
  3. Traffic control signs approved and established by state, county or local units of government.

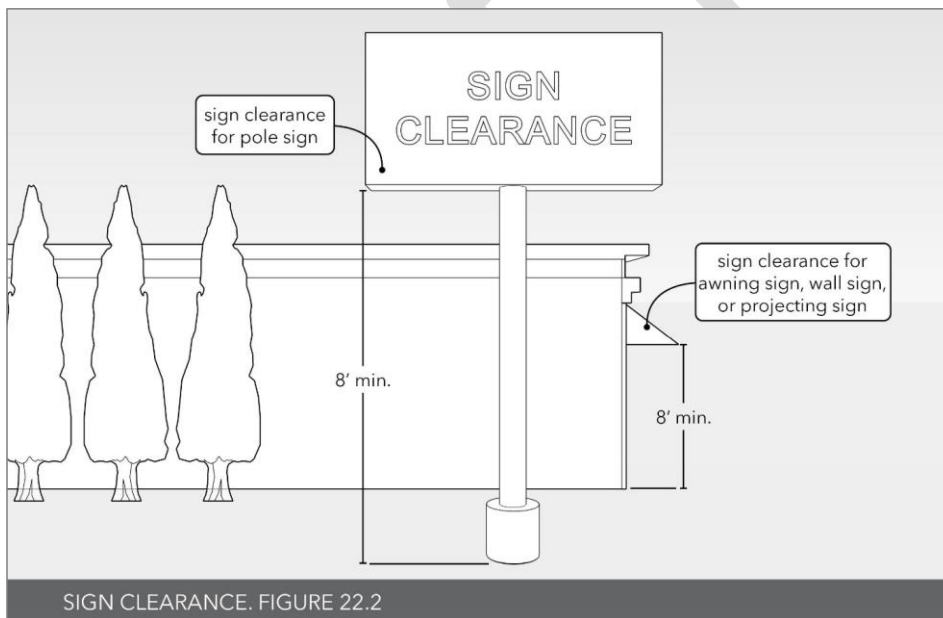
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4. Internal site traffic circulation and wayfinding signs on private property.
5. Window signs, provided no flashing lights are used in conjunction with the window sign.
6. Flags and flagpoles, provided no more than 3 flag poles are erected at a height not to exceed 35'.
7. Wire framed temporary signs as regulated in [22.05.16](#).

### **Section 22.05 General Provisions for Signs in All Districts**

The following regulations are applicable to signs in all zoning districts:

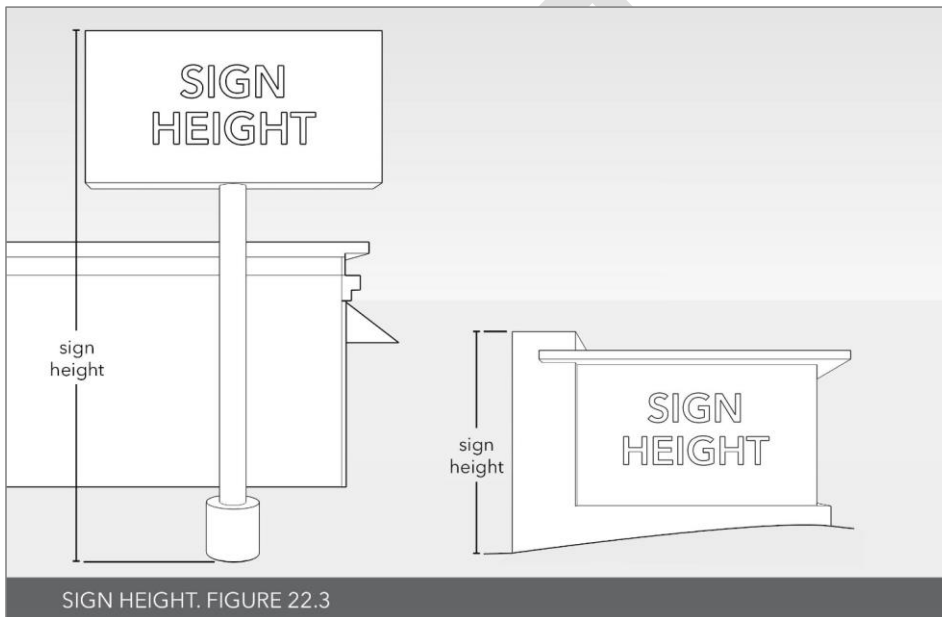
1. **Vertical Clearance.** Any pole sign, awning sign, wall sign, and projecting sign shall maintain a minimum vertical clearance of eight feet from the bottom of the sign to the ground directly beneath the sign.



2. **Vehicle Signs.** Vehicles that bear signs (see Figure 22.1) may be parked on-site provided they are located in such a manner that they do not function as signs as prohibited by Section 22.06 of this Article.

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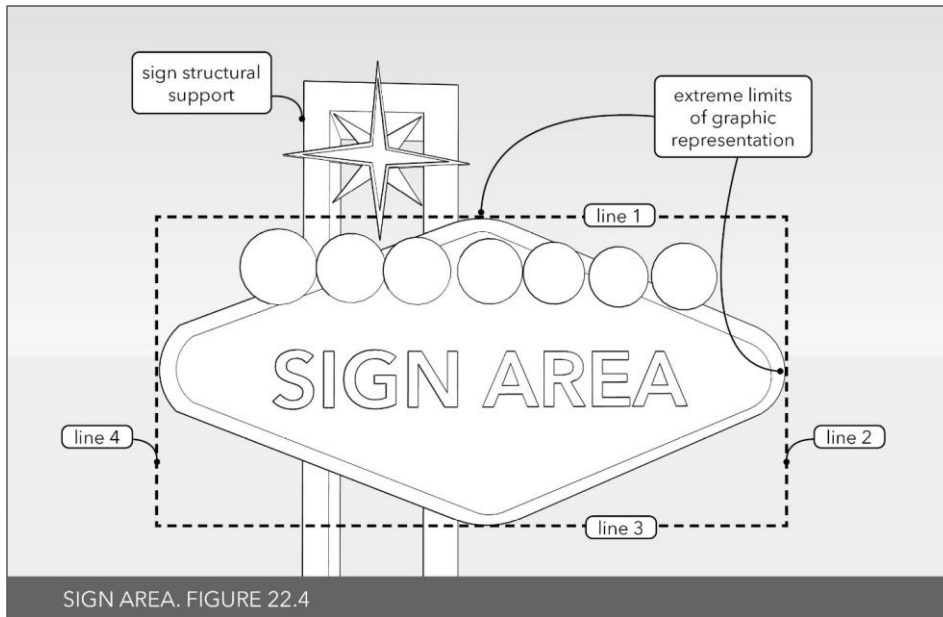
3. **Nonconforming Signs.** Any permanent sign that has been erected prior to the adoption of this Article that does not comply with the provisions with regard to size, quantity, location, illumination, etc. of this Article as contained herein.
4. **Sign Measurement.** Except where otherwise expressly provided for in this article, sign copy area and heights of signs shall be measured in accordance with the requirements below, and per the illustration shown in Figure 22.3:
  - a. The height of a freestanding sign shall be measured as the vertical distance from the highest point on the sign to the grade of the surface on which the sign is erected. The height measurement for a ground mounted monument sign includes the height of base or support structure on which it is fixed.



- b. The area of a sign shall be measured as the area within a single, continuous perimeter composed of four straight lines any straight line a geometric figure which encloses the extreme limits of writing, representation, emblem, logo, or any other figure of similar character, together with any frame, architectural feature or other material or color-forming part of the display or used to differentiate the sign from the background against which it is placed. See Figure 22.4.
  - c. The area of a freestanding sign that has two or more faces shall be measured by including the area of all sign faces. However, if two such faces are placed back-to-back and are no more than two feet apart at any

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point, the area of the two back-to-back faces shall be counted as one face with the larger of the two sign faces to be counted as the relevant sign face for sign area measurement purposes



- ~~5. **Abandoned Signs.** Any sign that the Zoning Administrator or his/her designee determines to be abandoned shall be removed by the property owner according to the following regulations:~~
- ~~a. If the sign is a non-conforming sign as defined herein the sign and any supporting structures shall be removed within 180 days of notification by the Zoning Administrator or his/her designee.~~
  - ~~b. If the sign is conforming, the sign but not the supporting structures shall be removed within one (1) year of such notification by the Zoning Administrator or his/her designee. If the abandoned sign is a wall sign the facade to which the sign was attached shall be restored upon removal of the sign to match the existing wall so there is no remaining evidence of the removed sign.~~
  - ~~c. If the owner does not remove the sign, or if no owner can be found, the City may remove the sign. If the sign is removed by the City and the owner is known, the City shall have the right to recover from the owner of the sign the full costs of removing and disposal of the sign.~~

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~~6-5. Removal or Repair of Signs; Notice.~~ ~~Except as required by the above sections, Any sign and appurtenant structure shall be removed or repaired by the owner within seven (307) days of receipt of notice from the Zoning Administrator or his/her/their designee, stating that the sign is unsafe, not properly maintained, or otherwise does not comply with the requirements of this chapter (excluding signs that lawfully retain associated nonconforming rights). Such notice shall also state that the sign will be removed unless the unsafe or improper condition is corrected by the owner.~~

**Commented [AT2]:** Admin and enforcement article of ordinance requires 30 days for compliance.

~~Upon failure to remove or correct the unsafe or improper condition within seven (7) days of receipt of the notice, the Zoning Administrator or his/her designee may take whatever action is necessary to have the sign and appurtenant structure removed or to otherwise abate the unsafe or improper condition. In addition, the Zoning Administrator or his/her designee shall take whatever action is necessary to recover from the owner of the sign the full costs of removing and disposing of the sign and/or abating the unsafe or improper condition.~~

**Commented [AT3]:** The enforcement/civil infraction citation process will cover any violations or penalties.

**7. 7. Structural Requirements.** Signs shall be constructed to withstand all wind and vibration forces that normally can be expected to occur in the vicinity, per the applicable building codes.

**8. Sign Illumination.** Signs may be internally or externally illuminated where permitted. The following provisions apply to illuminated signage in the City of Douglas.

a-d. Glare and Distractions – illuminated signs shall not create glare or create unacceptable over-illumination of the surrounding area. Any sign illumination that may cause or otherwise create traffic hazards is **strictly** prohibited.

b-e. For externally illuminated signs, the lighting fixture shall be mounted above the sign only and the light fixture shielded such that light is directed downward and directly at the sign face only (below the horizontal). Externally illuminated signs shall not be directly aimed at adjacent streets, roads, or other properties.

e-f. All electrical wiring shall be located underground and any associated electrical conduit or piping shall not be exposed to view above ground, ~~unless a portable generator is used for a temporary illuminated sign.~~

i. Back-lit or internally illuminated signs shall not cause excessive glare or allow light to encroach into neighboring properties.

ii. Illuminated signs shall adhere to the following parameters regarding hours of illumination. ~~Where any illuminated sign is located adjacent to a residential district these illuminated signs shall be equipped with an illumination timer control unit, and shall comply with the following:~~

a) The sign shall ~~not~~ all be timed as such that the sign is not be illuminated after 11:00 PM or no more than 30 Minutes after

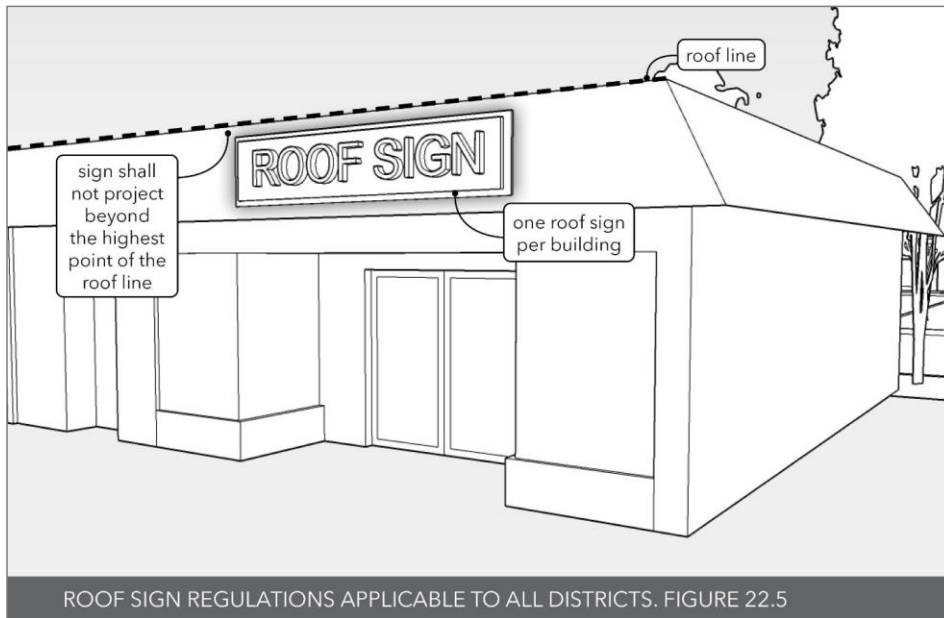
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the close of business, whichever is later. No sign shall be illuminated prior to 6:00 AM or 30 minutes before the opening of business, whichever is earlier.

~~b) Details of all timer control units shall be submitted with a sign permit application.~~

8. **Projection.** A sign and its supporting mechanism shall not extend beyond any lot lines of the property or on which it is located except that in the C-1, Village ~~Center~~Commercial district, projecting signs may project over the public sidewalk.
9. **Roof Signs:**
- a. A roof sign shall not project or extend beyond or above the highest point of the roof line.
  - b. Only one roof sign shall be permitted per building.
  - ~~c.~~ c. The size of a roof sign shall not exceed ten percent of the building frontage~~area of that portion of the roof to which it is attached, as measured from eave to roof peak.~~
  - ~~e.d.~~ d. A multi-tenant building may contain a roof sign that does not exceed ten percent of the wall occupied by the tenant space.
  - ~~d.e.~~ e. Lighting for roof signs shall comply with Section 22.04.7.
  - ~~e.f.~~ f. A roof sign may consist of painting on the surface of a roof or a sign that is composed of roofing materials or other materials affixed parallel to the roof surface.

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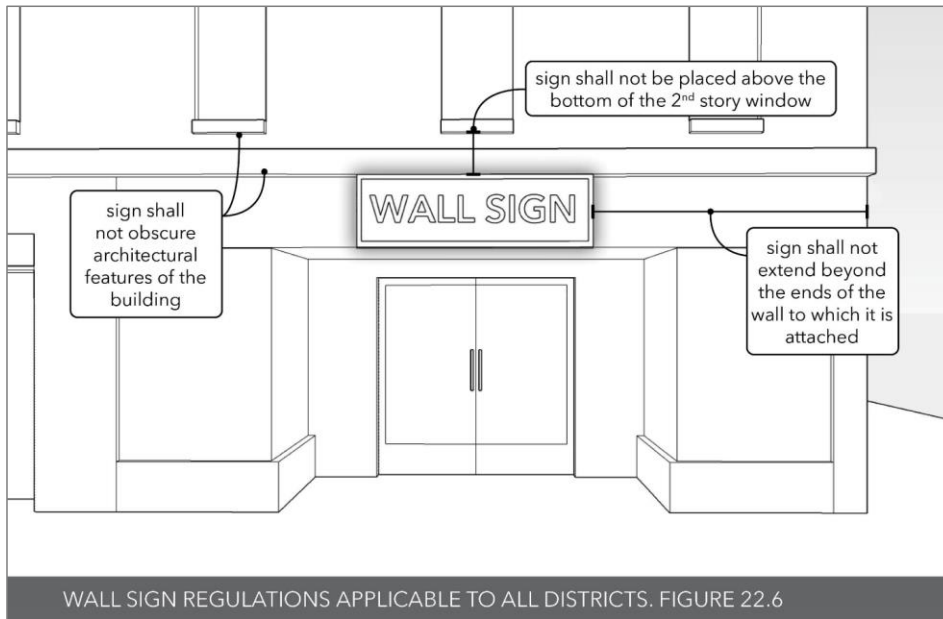
**10. Reader Boards.** Wall and freestanding signs may include manual reader boards subject to the following regulations:

- a. The reader board portion of the sign shall not consist of more than 50% of the total permitted sign copy area.
- b. Electronic or digital reader ~~board boards~~ are prohibited in all districts and in all sign forms, with the exception of allowances for schools, churches and government uses.
- c. Temporary manual reader boards ~~shall comply with~~ are permitted in accordance with Section 22.16.e. and are permitted subject to the issuance of ~~without~~ a zoning compliance permit, ~~subject to the following parameters:~~
  - i. ~~The manual reader board shall not be in place for longer than seven days.~~
  - ii. ~~The manual reader board shall not create an obstruction for clear vision corners.~~
  - iii. ~~The manual reader board is not permitted in residential zoning districts.~~

**11. Wall Signs:**

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- a. Wall signs shall not obscure architectural features of the building including, but not limited to windows, arches, sills, moldings, cornices, and transoms.
- b. Wall signs shall not extend above the lowest point of the roof, nor beyond the ends of the wall to which it is attached.
- c. A wall sign shall not be placed above nor shall any part of the sign extend above the bottom of the second story window of a multi-story building.

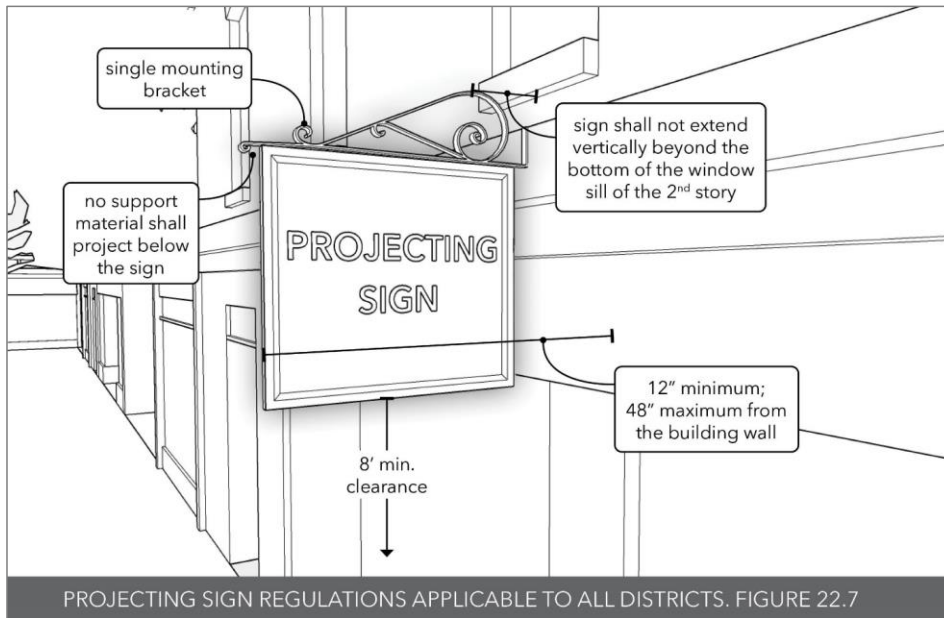


## 12. Projecting Signs:

- b. Projecting signs shall not extend vertically beyond the bottom of the window sill of the second story.
- c. The sign shall maintain a minimum clearance from the ground of eight (8) feet.
- d. The sign shall be mounted to the building by a single mounting bracket (support chains shall be prohibited) and no support material shall project below the sign.
- e. Projecting signs shall not be internally lighted. External lighting is permitted but the source of illumination shall not cause a glare, and shall comply with Section 22.05.6.



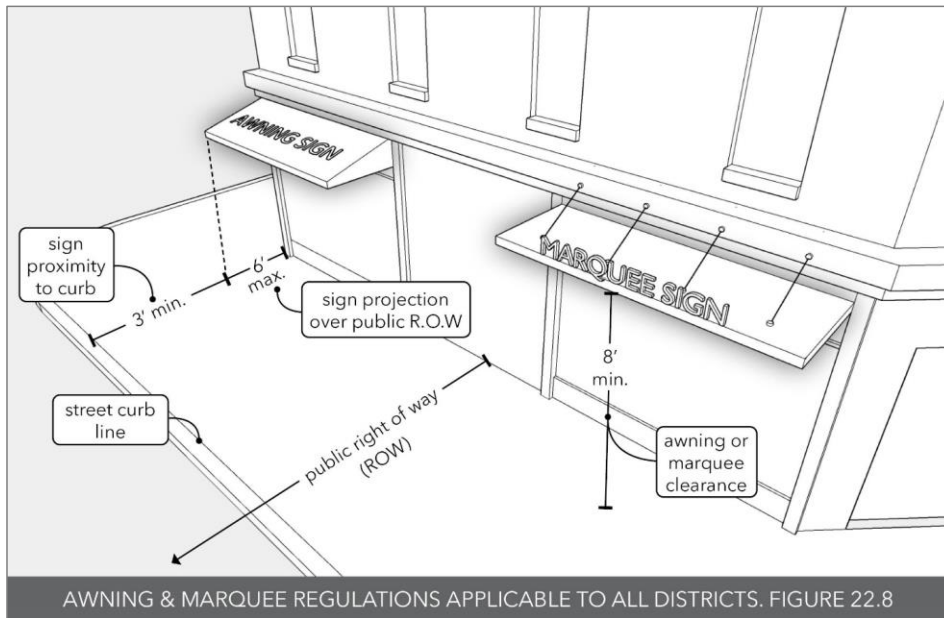
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### 13. Awning and Marquee Signs:

- a. Such signs shall not project more than six (6) feet into the public right-of-way, nor be closer than three (3) feet to any street curb line.
- b. The awning or marquee to which the sign is attached shall maintain a minimum clearance from the ground of eight (8) feet.

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#### 14. Sidewalk Signs:

a. Sidewalk signs shall only be permitted on property zoned C-1, Village Center or PUD, Planned Unit Development, if the PUD zoned property is located within the boundaries of the DDA.

a-b. The sign shall be placed in front of the establishment that is using the sign.

b-c. A minimum of five feet of unobstructed sidewalk clearance must remain on the sidewalk at all times.

c-d. A display area adjacent to and not extending further than 36 inches from the front wall of the building may contain a sidewalk sign. However, five (5) feet of unobstructed sidewalk clearance must be maintained between the sign and the edge of the street or roadway.

d-e. The sign shall not be placed in a way that obstructs pedestrian circulation, interferes with the opening of doors of parked vehicles or snow removal operations.

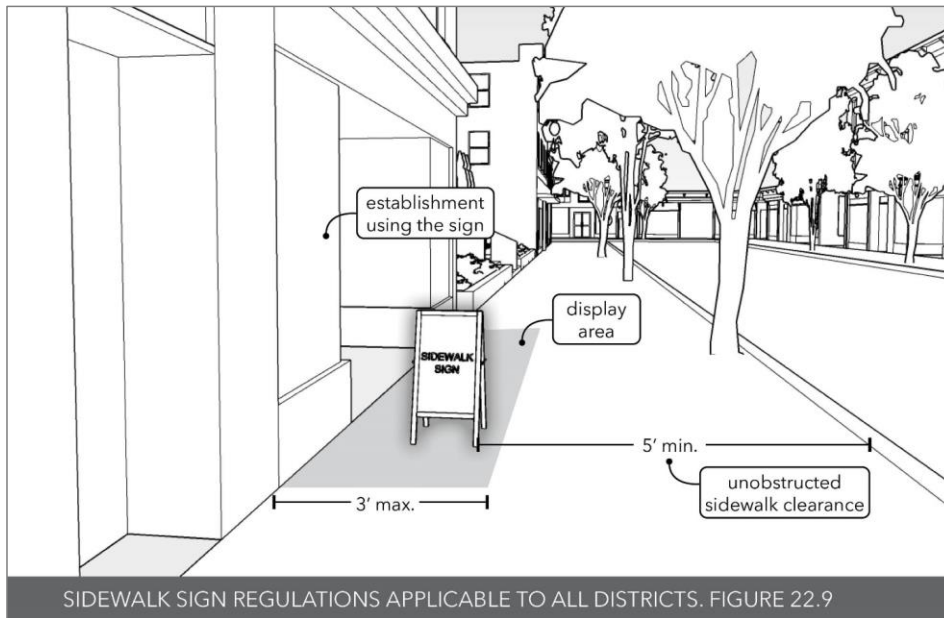
e-f. Such signs shall be properly maintained and not allowed to become unsightly.

f-g. Such signs shall only be in place during hours of operation of the establishment.

**Commented [KB4]:** This is ADA regulations for sidewalk clearance, there must be 5 feet of unobstructed clearance at all times if the sidewalk is greater than 5 feet in width. It permits the easy use by wheel chairs.

If we want distance requirements between the curb edge and the sign, it will have to be in addition to the minimum ADA requirement between buildings and any obstruction.

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**15. Pole Signs:**

- a. Pole signs are only permitted on lots that have frontage on Blue Star Highway.
- b. For lots with more than one establishment, the size of the pole sign may be increased by 50 percent of the size allowed by Section \_\_\_\_\_ up to a maximum size of \_\_\_\_\_ square feet.
- c. The support structure or structures for a pole sign shall not be more than \_\_\_\_\_ feet wide or \_\_\_\_\_ feet in diameter per support structure.

**Commented [AT5]:** Thoughts on pole signs? Max area? Max area for multi-tenant uses?

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**16. Temporary Signs:** Temporary signs as defined in Section 22.03 are permitted in all zoning districts, subject to the following restrictions:

- a. Sidewalk signs shall not be deemed temporary signs
- b. All temporary signs shall be subject to the prohibitions outlined in Section 22.06.
- c. Up to four (4) wire framed signs are permitted per parcel, and shall not be subject to the requirements of Section 23.03, Permit Procedures and Regulations.
- d. Up to two (2) feather signs are permitted on non-residential parcels and parcels within the C-2 and L-I zoning districts, and are not subject to the requirements of Section 23.03, Permit Procedures and Regulations.

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e. The following regulations shall apply to temporary manual reader boards and temporary banner signs:

- i. Temporary banners and manual readers boards are not permitted in residential districts.
- ii. One (1) temporary banner sign shall be permitted on non-residential parcels within the C-1, C-2 and L-I zoning districts.
- iii. One (1) temporary manual reader board shall be permitted on non-residential parcels within the C-2 and L-I zoning districts.
- iv. A parcel located in the C-2 or L-I zoning districts shall not have both a temporary banner sign and a temporary manual reader board during the same period of time.
- v. A temporary sign permit is required for any proposed temporary banner sign or temporary manual reader board signs. An application for a temporary sign permit shall be submitted to the Zoning Administrator that contains, at minimum, the following information, and is subject to the following procedures:
  1. A site plan that contains the proposed location of the temporary manual reader board or temporary banner.
  2. A stated period of time that the temporary manual reader board or temporary banner sign is proposed to be erected, not to exceed 14 days total.
  3. The applicant shall deposit a deposit in the amount of \$50, to be reimbursed after the temporary manual reader board is removed in accordance with the dates indicated on the application.
  4. The \$50 deposit shall be forfeited if the sign has not been removed by the 15<sup>th</sup> day.
  - 4.5. A special land use permit shall be required for any temporary sign that is proposed to exceed the maximum 14-day time period.

**Commented [AT6]:** For Bowling Alley - we would need to establish special land use approval standards if the PC agrees that a SLU will accomplish the bowling alley accommodation.

### **Section 22.06 Prohibitions**

The following forms, conditions and actions are prohibited as it pertains to signs in the City of Douglas.

1. **Inflatable Signs.** Inflatable or balloon signs ("air dancers") are not permitted in any district at any time.
2. **Unsafe Signs.** Any sign which is structurally or electrically unsafe, consistent with the City's adopted codes.

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3. **Roof Signs.** Roof signs or any sign which projects above the roof line or top of a canopy.
4. **Consent Required.** Any sign erected on any property, public or private, without the consent of the property owner shall be prohibited.
5. **Human Signs.** Signs held by a person shall not be permitted at any time in any district, except as part of a protest, parade, or ~~other type~~ other types of events.
6. **Motion.** A sign shall not contain parts or display images that flash or blink, nor shall any sign contain moving parts.
7. **Prohibition in Right of Way.** Signs shall not be placed in, upon or over any public right-of-way, private road easement, alley, or other place, except as may be otherwise permitted by the ~~this ordinance City of Douglas~~ or Michigan Department of Transportation.
8. **Prohibition on Utility Poles.** A utility pole, light pole or other similar supporting member shall not be used for the placement of any sign unless specifically designed and approved for such use.
9. **Obstructions Prohibited.** A sign shall not be erected in any place where it may, by reason of its position, shape, color, or other characteristics, interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, or constitute a nuisance per se.
10. **Sparks and Flames.** No sign shall incorporate any type of spark or flame.
11. **Blighted Signs Prohibited.** Any sign which, in the opinion of the Zoning Administrator, has deteriorated to the point where it has become a blight on surrounding properties. Examples of deterioration include, but are not limited to, structural damage, unshielded lights, exposed electrical wiring, ~~cracked or broken illumination cabinet~~, significant rust or other deterioration of materials, and peeling or flaking paint.
12. **Vehicle Signs.** Vehicle signs as depicted in Figure 22.8, which contain a fixed display that is either digital or static, when stationery for the purpose of on or off-premise display of messages, shall be prohibited in all zoning districts.

**Section 22.07 Signs in Residential Districts:**

In addition to other regulations provided herein, signs associated with residential and non-residential uses in residential zoning districts, and residential uses in non-residential districts are subject to the following:

**A. Signs Permitted** in Residential Districts, R-1, R-2, R-3, R-4, R-5, R-6 or other districts that contain a residential or mixed use (with the exception of PUD districts):

Form	Maximum Number	Maximum Area (per sign)	Maximum Height (per sign)	Illumination Permitted	Minimum Setback

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Monument	<b>Residential Development/ Subdivision</b>	<u>1</u> Text	<u>4864</u> sq. ft.	6'	Yes ( <u>external only</u> )	15' from any property line
	<b>Short-Term Rental</b>	<u>1</u> Text	<u>664</u> sq. ft.	<u>46</u> '	<u>no</u> Yes	<u>155</u> ' from any property line
	<b>Non-Residential Uses</b>	<u>1</u> Text	<u>4864</u> sq. ft.	6'	<u>Yes</u> Yes	15' from any property line
Wall	<b>Residential Use</b>	<u>1</u>	<u>84</u> sq. ft.	N/A	No	N/A
	<b>Short-term Rental Use</b>	<u>1</u>	<u>4</u> sq. ft.	N/A	No	N/A
	<b>Non-Residential Use</b>	<u>1 per street frontage</u>	<u>Not to exceed 10% of the wall face to which it is affixed</u>	N/A	Yes ( <u>external only</u> )	N/A
<b>Temporary Signs</b>		4 per lot	6 sq. ft.	4'	No	None
<b>Electronic Reader Boards</b>		<u>Permitted for Schools, Churches and Government uses</u> Not permitted	<u>Not more than 50% of sign copy area</u> N/A	<u>N/A to be integrated into monument signs only, not to exceed 6' in overall height</u>	<u>Yes, N/A</u>	<u>15' from any property line</u> N/A

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B. Additional requirements for signs in Residential Districts:

1. -Illuminated and non-illuminated monument signs shall be constructed primarily with carved wood, brick, stone, wrought iron, terra cotta, glazed tile, or similar decorative material in order to reflect and enhance the character of the area.

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**Section 22.08 Signs in the C-1 Village Center District:**

In addition to other signs regulations provided herein, the following shall apply to signs

<b>A. Signs Permitted in the C-1, Village Center District</b>					
<u>Form Permitted</u>	<u>Maximum Number</u>	<u>Illumination Permitted</u>	<u>Minimum Setback</u>	<u>Maximum Area</u>	<u>Maximum Height</u>
<u>Monument</u>	1 per parcel	Yes	5' from any property line	48 sq. ft.	6'
<u>Monument</u>	1 per parcel	Yes (internal OK?)	5' from any property line	48 sq. ft.	6'
<u>Temporary Signs</u>	4 per parcel	No	None	4 sq. ft.	6'
<u>Temporary Signs</u>	4 per parcel	No	None	4 sq. ft.	6'
<u>Projecting</u>	1 per commercial establishment	Yes	N/A	8 sq. ft.	N/A
<u>Projecting</u>	1 per commercial establishment	Yes	N/A	10 sq. ft.	N/A
<u>Sidewalk</u>	1 per commercial establishment	No	None Must maintain 5' of clearance on sidewalk	8 sq. ft.	6'
<u>Awning, Sidewalk Markings, Roof, OR Wall</u>	1 per commercial establishment and each street frontage	No	5' of clearance on sidewalk	10% of wall space of building or tenant space	N/A
<u>Awning, Sidewalk Markings, Roof, OR Wall Center</u>	1 per commercial establishment and each street frontage	Yes	N/A	Not to exceed 50% of total sign copy area wall face of building or tenant space within a monument sign	N/A
<u>Electronic Message Center</u>	1 per School, Church or Government Agency	Yes	N/A	Not to exceed 50% of total sign copy area within a monument sign or wall sign	N/A

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associated with non-residential uses within the C-1, Village Center district:

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**B. Additional requirements for signs in the C-1, Village Center Commercial District:**

1. Way finding signage and integral signage shall not require a permit, provided way finding signs are not located in the right of way.
- 

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~~3.~~

**Section 22.09 Signs in the C-2, General Commercial & L-1, Light Industrial Districts:**

In addition to other regulations provided herein, the following shall apply to signs in the C-2 and L-1 zoning districts:

**Commented [AT7]:** Combine with other commercial district regs

A. Signs Permitted in the C-2, General Commercial and L-1, Light Industrial Districts.					
Form Permitted	Maximum Number	Illumination Permitted	Minimum Setback	Maximum Area	Maximum Height
Monument Sign	1 per <del>street</del> <del>frontage</del>	Yes	<del>15'</del> from any property line	48 sq. ft.	6'
Temporary Signs	4 per parcel	No	None	4 sq. ft.	<del>46'</del>
Projecting	1 per <del>commercial</del> establishment	<del>no</del> Yes	N/A	<del>108</del> sq. ft.	N/A
Awning, Marquee, roof OR Wall Sign	1 per commercial establishment and each street frontage	Yes	N/A	<del>Not to exceed</del> 10% of wall face of building or tenant space	N/A
Electronic Message Center	1 per monument, wall or pole sign. <del>permitted only for churches, schools or government uses.</del>	Yes	N/A	Not to exceed 50% of total sign copy area within a monument sign or wall sign	Varied
Pole Sign	1 per parcel with frontage on Blue Star Highway	Yes	45' to property line abutting Blue Star Highway. 5' from any other property line	<del>48 sq. ft.</del>	<del>25'</del>

**Commented [AT8]:** Current ordinance allows up to 72 sf for a parcel with multiple businesses and max height of 30'. You may wish to reduce these parameters.

B. Additional requirements for signs in the C-2 and Industrial districts:

~~1. 1. Way finding signage and integral signage shall not require a permit, provided way finding signs are not located in the right of way.~~

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**Section 22.10 Oversized Off-Premise Signs [BILLBOARDS]**

Outdoor advertising structures and billboards other than those signs which exclusively advertise businesses on the premises on which they are located, are considered off-premises signs and may be permitted only by the Planning Commission following review according to the Special Use Permit process in Article 265 of the City of the Village of Douglas Zoning Ordinance.

1. Off-premises signs shall comply with the following requirements and restrictions:
  - a. Off-premises signs shall be prohibited, except on those parcels of ~~property~~ zoned for Commercial or Industrial use which lie directly adjacent to ~~the Blue Star Highway between the South City limits and the North City Limits, or directly adjacent to~~ the 1-196 Expressway.
  - b. Off-premises signs shall not block any permitted on-premises sign.
  - ~~c.~~ Size and spacing requirements for off-premise signs along I-196 shall be not more than one (1) ~~billboard or other~~ off-premises sign ~~shall be located~~ per linear mile of I-196, regardless of the fact that such billboard may be located on different sides of the subject highway or outside of the City limits. ~~Linear separation shall be limited to the boundaries of the City.~~
  - d. V-type structures shall be considered as two billboards and a double-faced (back-to-back) structure shall be considered one (1) billboard.
  - ~~e.~~ ~~The required minimum distance between permitted off-premise signs shall be that distance measured on a direct line from sign to sign.~~
  - ~~d-e.~~ Oversized off-premise signs shall be adequately maintained. Such maintenance shall include proper alignment of structure, continued readability of structure and preservation of structure with paint or other surface finishing material. Notice shall be issued to owners of oversized off-premise signs in disrepair in accordance with Section 22.05.5~~If an off-premise sign is not maintained, written notice of any disrepair shall be issued by the Planning and Zoning Administrator to the owner of said structure. If the disrepair is not corrected within thirty (30) days, said structure shall be removed at the owner's expense.~~
  - ~~e.~~ The off-premise sign must be constructed in accordance with applicable building codes. ~~such a fashion that it will withstand all wind and vibration forces which normally can be expected to occur in the vicinity.~~

**Section 22.11 Nonconforming Signs:**

It is the intent of this Section to permit the continuance of ~~the~~ lawful use of any sign that does not conform with the provisions of this ordinance with regard to size, number, height,

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form, illumination or location. All lawful nonconforming signs shall be subject to the following regulations:

- 1. **Nonconforming Status:** All signs which have been erected or are in place on the effective date of this Article, but which do not comply with the provisions of this Article shall be deemed nonconforming.
- 2. **Structural Changes:** ~~Structural~~ Structural supports, framing mechanisms, or other parts of any nonconforming sign shall not be changed, altered, substituted, or enlarged unless the result of the structural change conforms with the provisions of this article. Removal of the structural support mechanisms will result in loss of nonconforming rights associated with the sign.
- 3. **Repairs and Refacing:** Nonconforming signs may undergo repairs and alterations resulting in the change of the sign copy areas that do not alter the sign by way of structural changes as described in part 1 of this section. Repairs may include, but are not limited to:
  - a. Refacing typically associated with rebranding, change in ownership or replacement of sign copy area due to damage.
  - b. Painting.
  - c. Resurfacing.
  - d. Upgrading of electrical wiring or illuminating mechanisms.
  - e. Addition of electronic message center, not exceeding 50% of the sign copy area, as permitted for school, church or government uses only.
  - f. Routine maintenance.
  - g. Any other repair or upgrade determined by the Zoning Administrator not to be a structural change.
- 4. **Replacement.** If a nonconforming sign is damaged to the point of needing structural repairs, it may not be reconstructed, or replaced except with a sign that conforms to with all the provisions of this Article.

**5. Revocable Sign License Agreements.**  
**WHAT SHOULD WE DO WITH THESE?**

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