THE CITY OF THE VILLAGE OF DOUGLAS
PLANNING COMMISSION
THURSDAY, FEBRUARY 12, 2026 AT 6:00 PM
415 WEST WILEY RD, SUITE 103, DOUGLAS, MI 49406

AGENDA

To view remotely, join online or by phone.
Join online by visiting: https://us02web.zoom.us/j/84100073894
Join by phone by dialing: +1 (312) 626-6799 **| Then enter "Meeting ID":** 841 0007 3894

1. CALL TO ORDER

2. ROLL CALL

A. Approval of Agenda - February 12, 2026 (additions/changes/deletions)

Motion to approve the February 12, 2026 agenda

B. Approval of Minutes - November 13, 2025 (additions/changes/deletions)

Motion to approve the November 13, 2025 regular meeting minutes

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

4. PUBLIC COMMUNICATION - WRITTEN

A. Ron and Mira Levine - Letter

B. Mark Macheca - Letter

C. Charles E. von Brecht - Letter

D. Chris Baker - Letter

E. Heather Foderingham - Letter

F. Charles Baker - Letter

5. NEW BUSINESS

A. Westshore PUD Amendment - Consideration of a Preliminary Planned Unit Development (PUD) Amendment and Preliminary Site Condominium Plan

Motion to open the public hearing

a. Planning and Zoning Administrators Report
b. Applicant Presentation
c. Public Comments
d. Commissioner Questions

Motion to close the public hearing

Motion to recommend to City Council **[approval / approval with conditions / denial / tabling]** of the preliminary Planned Unit Development amendment plan and preliminary condominium plans submitted by Ric Dyk on behalf of BDR Inc. for the Westshore Planned Unit Development, pursuant to Article 27 and Section 16.24 of the City of the Village of Douglas Zoning Ordinance, based on the findings outlined in this staff report for the parcel identified as P.P. 59-830-000-02, located on Center Street.

6. UNFINISHED BUSINESS

7. REPORTS

A. Planning and Zoning Administrator Report

B. Planning Commissioner Remarks (limit 3 minutes each, please)

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

9. ADJOURNMENT

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

THE CITY OF THE VILLAGE OF DOUGLAS
PLANNING COMMISSION
THURSDAY, NOVEMBER 13, 2025 AT 6:00 PM
86 W CENTER ST., DOUGLAS MI

MINUTES

1. **CALL TO ORDER** at 6:00pm by Chair Balmer

2. **ROLL CALL**

PRESENT
Chair Matt Balmer
Commissioner Laura Peterson
Commissioner Steven Merouse
Commissioner Paul Buszka
Commissioner Patty Hanson
Commissioner Jennifer Ludwick
Commissioner Neal Seabert

Also Present
Planning and Zoning Administrator Sean Homyen

A. Approval of Agenda - November 13, 2025 (additions/changes/deletions)

Motion by Seabert, seconded by Hickey to approve the November 13, 2025 agenda – Motion carried unanimously

B. Approval of Minutes - October 9, 2025 (additions/changes/deletions)

Motion by Seabert, seconded by Hanson to approve the October 9, 2025 regular meeting minutes – Hicky requested to abstain from voting due to not being present at the meeting. Members were ok with it. - Motion carried unanimously

3. **PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES)** - None

4. **PUBLIC COMMUNICATION – WRITTEN** - None

5. **NEW BUSINESS**

A. Wildwood Lane. - PUD Amendment (Public Hearing)

Motion by Seabert, seconded by Buszka to open the public hearing

a. Planning and Zoning Administrators Report

Planning & Zoning Administrator Sean Homyen provided background information and a summary of the request to the Planning Commission.

b. Applicant Presentation

Mark Lauterbach, of Lauterbach Architecture, explained the request to permit a monument sign within the Wildwood Lane PUD. He outlined the due diligence undertaken prior to submitting the request, including review of ordinance requirements and existing conditions. Lauterbach noted that the development is nearing completion and that the association is seeking a monument sign consistent with other condominium developments in the area. He stated that, if approved, the association would amend the Master Deed accordingly. Lauterbach also reviewed the proposed sign's location, landscaping, and design details.

c. Public Comments - None

d. Commissioner Questions

Commissioner Buszka expressed concern regarding the proposed landscaping, specifically grass height and potential impacts to the clear vision corner. He suggested that landscaping be maintained to comply with clear vision requirements. Lauterbach indicated willingness to ensure landscaping does not obstruct visibility. It was also noted that residents value privacy within the development.

Commissioner Hickey asked whether the condominium association would be responsible for maintaining the sign and surrounding area. Lauterbach responded that the association intends to amend the bylaws to assume maintenance responsibility.

Commissioner Peterson asked whether the sign would be visible from both directions of travel. Lauterbach confirmed that the sign would be visible to vehicles traveling toward the lakeshore. Peterson also asked about the sign's edges and whether they would be sharp. Lauterbach stated that design options are being reviewed with the sign fabricator to ensure smooth edges.

Motion by Hickey, seconded by Seabert to close the public hearing

Motion by Buszka, seconded by Ludwick, to recommend approval of the request by Mark Lauterbach of Lauterbach Architecture on behalf of the Wildwood Lane Association to amend the Wildwood Lane PUD to permit installation of a monument sign under Section 27.12 of the City of the Village of Douglas Zoning Ordinance, based on the findings and recommendations in the staff report dated November 5, 2025, subject to the following conditions:

1. The proposed sign shall comply with all applicable provisions of Article 22 (Signs), except as modified under Section 27.04(5) through this amendment.

2. The Wildwood Lane Association shall remain responsible for maintenance and repair of the sign, landscaping around it, and any related illumination, as indicated in the amended Master Deed.

3. Any proposed illumination shall be downcast, shielded, and reviewed by staff prior to installation to ensure compliance with Article 22.

4. Prior to issuance of a Sign permit, the Association shall record an amendment to the Master Deed incorporating the approved sign location and design, and provide a recorded copy to the City.

5. The applicant shall obtain a Sign Permit and any applicable electrical permit prior to installation.

6. Demonstrate compliance for both sides of Wildwood Ln intersection with Center St with the clear vision corner criteria as defined in zoning ordinance 16.31, including proposed sign and existing vegetation on opposite side of the street.

Buszka made an amendment to the motion, seconded by Hickey to include condition number 6. The commissioners all agreed.

Motion carried unanimously

B. 100 E Wiley Rd (Interurban). - Site Plan Review

a. Planning and Zoning Administrators Report

Planning & Zoning Administrator Sean Homyen provided background information and a summary of the site plan request.

b. Applicant Presentation

Derek Eade, of Midwest Construction Group, presented the proposal to construct an addition to the existing Interurban building.

c. Public Comments - None

d. Commissioner Questions

Commissioner Hickey asked whether any changes to exterior lighting were proposed. The applicant stated that no lighting changes are proposed. No additional questions were raised by the Commission.

Motion by Buszka, seconded by Seabert to approve with conditions the request made by Matt Boonstra of Midwest Construction Group on behalf of the Interurban for site plan approval under Article 24 of the City of the Village of Douglas Zoning Ordinance, based on the findings outlined in the staff report dated November 5, 2025, on the parcel identified as P.P. 59-016-101-00, located at 100 E Wiley Rd., subject to the following conditions:

1. The applicant shall revise the site plan and provide the missing data as noted from the Site Plan Review Checklist, and the height of the building.

2. The applicant shall obtain a Zoning Permit.

3. The applicant shall obtain a building permit and any other required permits from Michigan Township Services.

4. The applicant shall obtain approval from the KLSWA if required

5. The applicant shall obtain all other federal, state, and local permits if required

6. Any proposed exterior lighting must comply with Zoning Ordinance Sections 19.05(6) and 24.03(9).

Motion carried by unanimous vote.

C. 13 S. Union St - Site Plan Review

a. Planning and Zoning Administrators Report

Planning & Zoning Administrator Sean Homyen provided background information regarding the applicant's proposal.

b. Applicant Presentation

Daniel Boggs, of Boggs Architecture, explained that the existing structure would be relocated rather than demolished. He described the proposed development, which includes two to four ground-floor retail spaces and four residential units on the second floor, and reviewed the submitted plans.

c. Public Comments

Darin Reiling (33 S. Union Street), a resident south of the subject property, provided comments regarding the proposal. His concerns included fencing materials, dumpster location and noise, lighting, water service impacts, trees and landscaping, construction noise, and construction timing. He recommended a wooden fence in lieu of vinyl fencing.

d. Commissioner Questions

Commissioner Buszka asked whether the corner unit would be retail, food service, or a combination, noting the proposed patio area. He questioned whether the existing water service could support the proposed uses and agreed with the City Engineer's concern regarding paving of the parking lot.

Commissioner Hickey asked whether the Fire Department had reviewed the plans and expressed concerns regarding water capacity, tree removal, and issues raised during public comment.

Commissioner Peterson expressed a preference for a wooden fence rather than vinyl and asked whether the residential units would be used as short-term rentals.

Commissioner Hansen echoed concerns regarding water capacity and short-term rentals.

Commissioner Seabert raised concerns about pedestrian circulation near the northern property line, particularly the placement of trees near the entrance and sidewalk.

Chair Balmer emphasized the need for Fire Department review, noted concerns with the incomplete grading plan, and agreed with the City Engineer's recommendation that the parking lot be paved. He also questioned the patio configuration, referencing Section 10.03(10)(j), and stated that if the patio is proposed for public use, it should remain accessible to the public.

Commissioner Buszka requested clarification on which trees would be removed or added per the landscaping plan and expressed concern that the building design appeared significantly more modern than surrounding structures along Center Street. He suggested incorporating architectural elements reflective of the existing character.

Commissioner Seabert asked whether short-term rentals would be permitted. Planning & Zoning Administrator Sean Homyen responded that short-term rentals would require separate Special Land Use approval.

Motion by Hicky, seconded by Seabert to table the request made by Daniel Boggs of Daniel Boggs Architect, on behalf of AMK Properties, for Site Plan Approval under Article 24 of the City of the Village of Douglas Zoning Ordinance, based on the findings outlined in the staff report dated November 5, 2025, for the parcel identified as P.P. 59-150-001-00, located at 13 S. Union Street, to allow the applicant additional time to address outstanding items identified in the staff and agency reviews prior to further consideration by the Planning Commission.

Motion carried unanimously, with Commissioner Buszka abstaining.

D. Westshore Association (Golfview Dr.) - Request for Acceptance of Private Road as Public (Public Hearing)

Buszka asked if he can exclude himself from the agenda item due to it being a conflict of interested. Commissioners agreed.

Motion to open the public hearing

Motion by Seabert, seconded by Hickey to open the public hearing

a. Planning and Zoning Administrators Report

Planning & Zoning Administrator Sean Homyen provided background information regarding the request to dedicate Golfview Drive as a public road.

b. Applicant Presentation

Karen Pulick (554 Artisan Row Court) presented an overview of the request, including prior discussions within the HOA and coordination with City staff. She explained the history of the roadway, removal of the turnaround, and challenges associated with maintenance and public use of the private cul-de-sac. Pulick stated that City Engineer guidance indicated the road could be accepted as public if coordination occurred with the Allegan County Drain Commission regarding private drains. She noted that the HOA has discussed procedures, costs, and agreements with the Drain Commission and that, if approved by the Planning Commission and City Council, the Master Deed would be amended accordingly.

c. Public Comments

A resident asked whether property taxes would be reduced due to the lack of City services. Chair Balmer explained that private roads are typically constructed and maintained privately, and purchasers assume maintenance responsibility when buying property on a private road.

d. Commissioner Questions

Commissioner Hickey asked whether the City would assume maintenance responsibilities if the road were accepted as public and inquired about right-of-way and easement issues. Planning & Zoning Administrator Sean Homyen responded that utilities would be transferred to the City, while drains would be transferred to the Drain Commission.

Commissioner Peterson asked who removed the previous turnaround. It was stated that the exact party responsible is unknown, but the turnaround existed on the original plans.

Commissioner Hansen asked whether there are other private roads in the area. Staff responded that approximately 25–26 private roads exist.

Pulick noted that the situation is unique because the private road extends from a public road.

Joy McClendon (699 Golfview Drive) commented that gravel added by the City does not adequately accommodate larger vehicles with trailers, requiring use of the private turnaround.

Motion to close the public hearing

Motion by Seabert seconded by Peterson to close the public hearing

Motion by Hickey, seconded by Seabert to recommend of the request by the Westshore Association to dedicate Golfview Drive as a public road, pursuant to Division 2 – Acceptance of Private Roads of the City of the Village of Douglas Code of Ordinances, based on the findings and recommendations outlined in the City Engineer's report dated September 3, 2025.

Commissioner Peterson questioned how truck traffic would be addressed if trucks are already causing issues in the area and expressed concern that approval could set a precedent for other private roads seeking public dedication.

Commissioner Seabert stated that the length of roadway proposed for public acceptance would not pose a significant burden to the City. He noted that the road has been constructed to road commission standards, unlike many other private roads in the community. Seabert added that the prior turnaround may have been removed by the developer or during earlier work, though he did not believe it was removed by the City. He also asked whether the drainage would be part of the Warnock Drain.

Planning & Zoning Administrator Sean Homyen responded that portions of the drainage system would be incorporated into the Warnock Drain, while drainage serving the eastern portion would remain separate.

Chair Balmer stated that he agreed with Commissioner Peterson's concerns.

Motion carried by a 4–2 vote, with Commissioner Buszka abstaining due to a conflict of interest.

6. UNFINISHED BUSINESS - None

7. REPORTS

A. Planning and Zoning Administrator Report

Planning & Zoning Administrator Sean Homyen stated that this would be the last Planning Commission meeting held at City Hall, and that future meetings would take place at the new City Hall. He also noted that upcoming meetings would include the Steering Committee for the Zoning Ordinance update.

Homyen provided an update regarding a Code Enforcement matter related to signage that had been discussed at previous meetings. He explained that City Council extended the compliance deadline and recommended that the Planning Commission advise the Steering Committee to consider whether the Zoning Ordinance should be amended to allow house signs.

The Commissioners expressed their concerns that the Steering Committee should not pursue changes to the sign ordinance at this time.

B. Planning Commissioner Remarks (limit 3 minutes each, please)

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

Commissioner Hickey commended Commissioner Buszka for recusing himself due to a conflict of interest. Hickey noted that the Commission was divided on the issue and stated that his motion was intended to begin discussion. He added that it was valuable to hear a range of perspectives.

Chair Balmer informed the Commissioners that he would relay the discussion and outcomes to City Council.

Commissioner Peterson agreed with Hickey, stating that it was important for the public to see that decisions are not predetermined and that discussion occurs before votes are taken.

Commissioner Hansen expressed that she would miss the old City Hall building but was looking forward to the move to the new City Hall. She raised concerns regarding the Union Street development, noting known issues, and asked whether the Fire Department would review the proposal before it returned to the Planning Commission. The Planning & Zoning Administrator responded that Fire Department reviews are typically completed prior to Planning Commission consideration, although staff has been particularly busy.

The Commissioners generally agreed that, given the number of unresolved questions, the proposal should not have advanced to the Planning Commission at this stage, consistent with the Planning & Zoning Administrator's earlier recommendation.

Commissioner Seabert asked what items would come forth to the Planning Commission in the coming months. Planning & Zoning Administrator Sean Homyen responded that the Commission may see a revised proposal for 13 S. Union Street and the final phase of the Westshore Development.

9. ADJOURNMENT

Motion by Seabert, seconded by Peterson to adjourn the meeting.

Sean Homyen

From: graphicpr@aol.com
Sent: Wednesday, February 4, 2026 10:32 PM
To: Sean Homyen
Subject: Douglas Planning Commission Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

I am the owner of **125** and **129 West Shore Woods Drive**
Also a former member of the **Board of Directors of West Shore Woods.**
I will not be in attendance at this hearing on
Thursday, Feb. 12th at 6:00 PM @ City Hall

I wish to go on record of **objecting** to this revised plan, based on the density of the homes and the proximity that they have to each other
Also, access from **Center Street** appears to basically abut our eastern property line, which his unacceptable.

Ron and Mira Levine

February 4, 2026

Mr. Sean Homyen
Zoning and Planning Administrator
City of Douglas
Douglas, MI 49406

Dear Mr. Homyen:

I am writing to express my strong opposition to the proposed amendments to the Planned Unit Development (PUD) in BDR's newest plan for the West Shore Development. My family has owned a home in Douglas for over 105 years, and we have deep roots in this community. The small-town character and natural beauty that have defined Douglas for generations are precisely what make this place so special to us and to countless others who call it home.

My primary concerns center on two critical issues: the increased pedestrian traffic on Lakeshore Drive and the increased vehicle traffic on Center, Ferry, Campbell, and McVea drives. These roadways are integral to our neighborhood's character and functionality, and the proposed development threatens to overwhelm their current capacity.

Lakeshore Drive is not just a scenic route—it is the heart of what makes our lakeshore community unique. The peaceful, small-town atmosphere that residents and visitors alike treasure is already at risk. Have you walked down LSD on a summer weekend? The projected increase in pedestrian traffic raises serious safety concerns, particularly given the road's design and existing traffic patterns. Without adequate infrastructure improvements—such as sidewalks, proper lighting, and clearly marked crosswalks—we risk creating dangerous conditions for both pedestrians and motorists. That stretch of road will not allow for those types of improvements. More importantly, we risk losing the very character that makes this stretch of lakeshore worth preserving.

Similarly, the anticipated surge in vehicle traffic on Center, Ferry, Campbell, and McVea drives will fundamentally alter the character of these quiet residential streets. These roads were designed for neighborhood use, not as throughways for development traffic. The small-town feel that my family has cherished for over a century—where neighbors know one another, children play safely, and the pace of life remains unhurried—will be lost if we allow unchecked development. The environmental impact, including increased noise pollution and diminished air quality, will further erode the quality of life that makes Douglas home.

I urge you to recommend rejection of the proposed PUD amendments until a comprehensive traffic impact study has been conducted and meaningful mitigation measures have been identified and funded. As someone whose family has been part of this community for over a century, I am deeply invested in ensuring that Douglas remains a place where future generations can experience the same small-town charm and lakeshore beauty that we have been fortunate enough to enjoy. Development

should enhance our community, not compromise the very qualities that make it worth preserving.

Thank you for considering my concerns. I trust that you will prioritize the wellbeing of current residents in your review and recommendations regarding this development.

Sincerely,

Mark Macheca
Signer ID: AEGE9I9W17...

Mark Macheca
247 Lakeshore Dr.
Douglas, MI 49406

Sean Homyen

From: cvonbrecht1123 <cvonbrecht1123@gmail.com>
Sent: Wednesday, February 4, 2026 10:31 AM
To: Sean Homyen
Subject: BDR proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Homyen: As a 79 year summer resident of 253 Lakeshore Drive, which is adjacent to the proposed development and right-of-ways, I firmly oppose this new proposal which as I recall was rejected with less dense parameters. Center St, Ferry St. and Lake Shore Drive have more pedestrian and auto traffic already, creating safty hazards. I hope you and your colleagues will not approve this further development. Please include my objections in the proceedings. Thank you. Charles E. von Brecht.

Sent from my Galaxy

Sean Homyen

From: Chris Baker <cbaker383@hotmail.com>
Sent: Wednesday, February 4, 2026 9:34 AM
To: Sean Homyen
Subject: BDR golf course development

Follow Up Flag: Follow up
Flag Status: Flagged

Sir,
I would like to voice my strong opposition to the changes being requested to the golf course development, especially the addition of an entrance via McVea Drive. As a homeowner since 1966 at 383 Lakeshore drive, we have experienced the nightmare that ocurred when Ferry street was closed and the parade of vehicles in front of our house that was unbearable. The addition of units and the addition of an entrance on McVea Dr will result in more unbearable traffic in front of and behind our cottage. Please include my email in all disclosures related to these proposed changes.

Chris Baker
383 Lakeshore Dr
314-278-8400

Sean Homyen

From: Heather Foderingham <hfod@aol.com>
Sent: Tuesday, February 3, 2026 11:37 AM
To: Sean Homyen
Subject: Latest BDR proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning, Sean Homyen,

I am writing to express great concern over this latest proposal from BDR regarding the Westshore property. Once again they are submitting a plan that has serious safety concerns and density concerns for anyone and everyone who has any property close , or even nearby , to their often changing project. It's interesting that this is submitted in the dead of winter, so very reminiscent of the timing of the original zoning proposal of quite a few years ago. Many concerned residents / property owners are not currently in town.

As a long time property owner at 897 Golfview Drive, and a taxpayer, I urge complete denial of this proposal which will strain resources, both natural and municipal, create an extreme safety hazard on McVea Drive, contribute to air pollution, water pollution, and density pollution.

Please include this letter in the agenda packet for the February 12th meeting of the Planning Commission.

Respectfully,

Heather Foderingham
897 Golfview Drive

1538 Ridgewood Street
Clearwater,Florida 33755

Hfod@ aol.com
727.612.7276

Sent from the all new AOL app for iOS

Sean Homyen

From: Charles Baker <frittyb383@gmail.com>
Sent: Tuesday, February 3, 2026 11:00 AM
To: Sean Homyen
Subject: Sean Homyen re: West Shore BDR development.

Follow Up Flag: Follow up
Flag Status: Flagged

Sean,

As a summer resident since 1961 and part owner of 383 Lakeshore Dr. ; I want to let you know we (The Bakers family) oppose the use of McVea road as an entrance to what we all consider too many units for local infrastructure to support. Last year the closing of Ferry Street overwhelmed us with traffic and construction equipment/ trucks past our front porch. Our property also backs up to McVea road. It cannot handle all the traffic that it will create on Lakeshore and Campbell road. We are all keeping an eye on this and hope once again we can nip this bad idea for traffic and zoning in the bud as we did last year... Thankyou for your attention to this matter!
Sincerely,
Charles Baker

Sent from my iPhone

To: City of the Village of Douglas Planning Commission

Date: February 12, 2026

From: Sean Homyen, Planning & Zoning Administrator

RE: Westshore PUD Amendment

The Village of Friendliness – Since 1870



Introduction. Ric Dyk on behalf of BDR Inc. has submitted an application for an amendment to the Westshore Planned Unit Development (PUD) under Sections 27.12 A and 16.24 of the City of Douglas Zoning Ordinance. The amendment includes the preliminary condominium plan for a 41-unit residential development and various changes to dimensional elements that are proposed to be modified from the approved PUD. The subject property is zoned R-1 Planned Unit Development (Westshore PUD) and is located at an unaddressed parcel on Center St (Parcel number: 59-830-000-02).

Background. The applicant has provided a detailed narrative that gives context and a historical perspective of the site and its former use as a golf course. It also includes an account of the previous 2009 development proposal from Paul Wicks that never came to fruition. When BDR purchased the land in 2011 (then referred to as Douglas Property Development, LLC), it inherited the history of the site, and submitted a new PUD proposal, named Westshore. The Westshore PUD was approved in 2012 and includes existing residential condominiums and site condominiums, private roads, utilities, and designated open space areas and non-motorized pedestrian pathways, named as the “recognizable benefit” to the community as required in the PUD ordinance. The eastern (Ferry Street frontage/Artisan Row) and northern portions (Golf View Drive) of the PUD have been previously developed, while the western development area remains undeveloped, with the exception of the trails that were constructed in open space areas.

The project has a long history of activity over the years, which includes several other amendments in relation to the location of the trail system. The most recent activity includes the application submitted in 2023 for the amendment to develop the western development area. This plan was reviewed extensively by staff, consultants, and members of the site plan review committee, including fire, police, KLWSA, and the City Attorney. The 2023 plan configuration included an emergency access drive within the 20’ strip of land that connects the subject property to Lakeshore Drive, and main access from McVea Drive. The 2023 proposal did not provide a connection to Center Street, which was a condition of the 2012 PUD approval. A significant amount of time was spent piecing together the history of the project, and the various master deed

amendments, events, meetings, draft plan reviews, and resolutions. Attached to this memorandum is a timeline prepared by the former Planning & Zoning Administrator that provides a summary of the activity over the years related to this project.

The 2023 plan and proposal did not make it to the Planning Commission due to complications with the use of the 20' strip that connected the development to Lakeshore Drive, including pedestrian/vehicle conflicts. The fire department also determined that the units would need to be sprinkled to meet the fire code for the number of homes on McVea and Golf View that were also factored into the requirements for fire access.

It was also determined that there were a few loose ends outlined in various resolutions and in the initial approval of the PUD from 2012 that needed to be taken care of prior to the applicant returning to the Planning Commission for review of the next phase of the Westshore PUD. These items include tasks related to finishing up recording public trail easements, connection with the HOA to gain their blessing on the location of the public trail easements, construction of internal pathways and execution of the maintenance agreement, and the removal of old golf course structures and components. And, most notably, it was conveyed to the applicant that a plan configuration for the western development area must include a connection to Center Street for there to be compliance with the intent and requirements of the approved PUD, and for there to be support from the community, particularly those who live on McVea Drive.

The applicant has worked with staff over the course of the last two and a half years to complete these punch list items, including several revisions to the configuration of the western development area to include the street connection to Center Street. A significant amount of engineering work and costs related to the future construction of infrastructure and a bridge to cross the ravine where the Warnock drain traverses, prompted the applicant to explore ways that the return on investment can still be fruitful while adhering to the original intent and requirements of the approved Westshore PUD. The request includes an amendment to the open space requirement so that enough units could be constructed to achieve the goal described above.

Request.

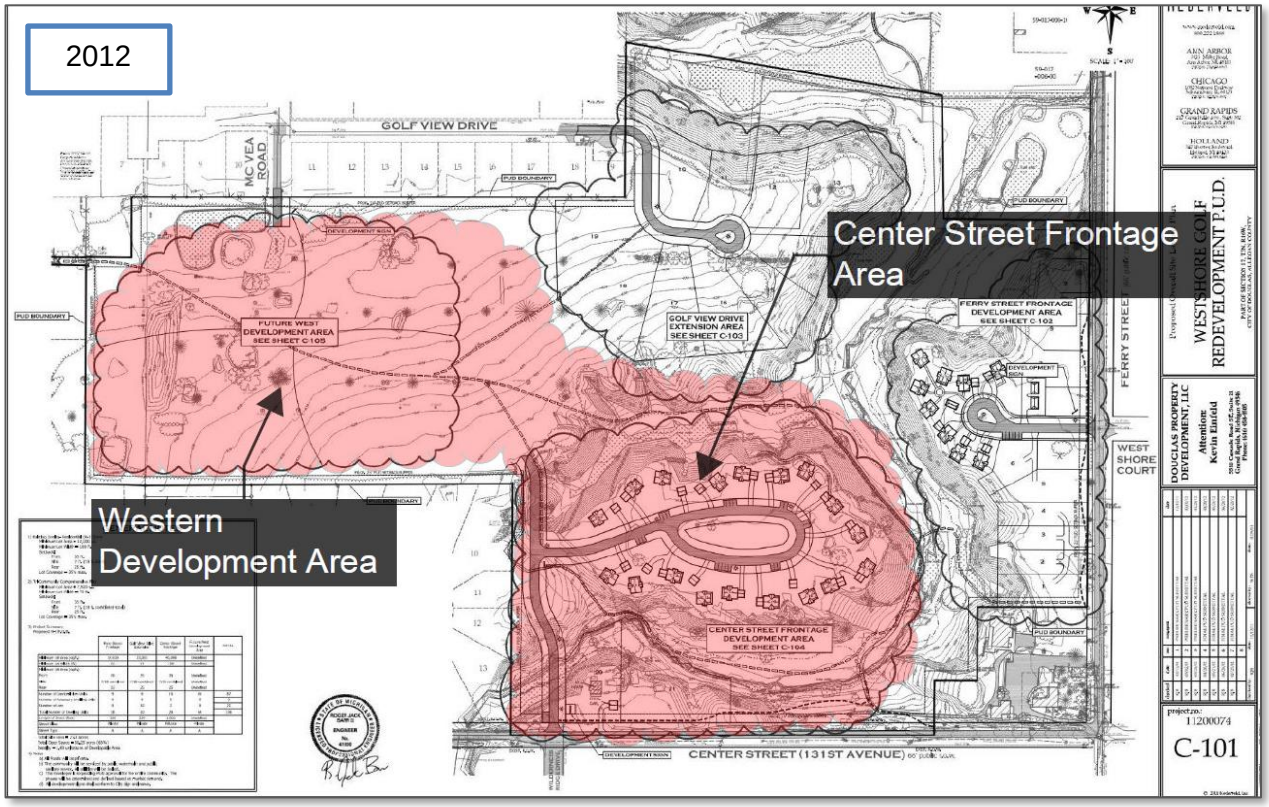
PUD Amendment. The applicant is requesting preliminary approval of the PUD for an amendment to allow development of the western portion of the site, which includes a 41-unit residential condominium project and a reduction in the open space as the most prominent features of the amendment. The proposal includes new private roads extending from Center Street to McVea, stormwater management facilities, pedestrian trail connections, and a reconfiguration of open space areas, including a reduction in the previously approved open space requirement from 65% to 60%. The preliminary plans demonstrate approximately 63% open space, with an additional 2% available to allow for minor adjustments if needed during final plan review. As noted in the previous section of this memorandum, this was a necessary change according to the applicant, to make the costs related to the Center Street connection, feasible.

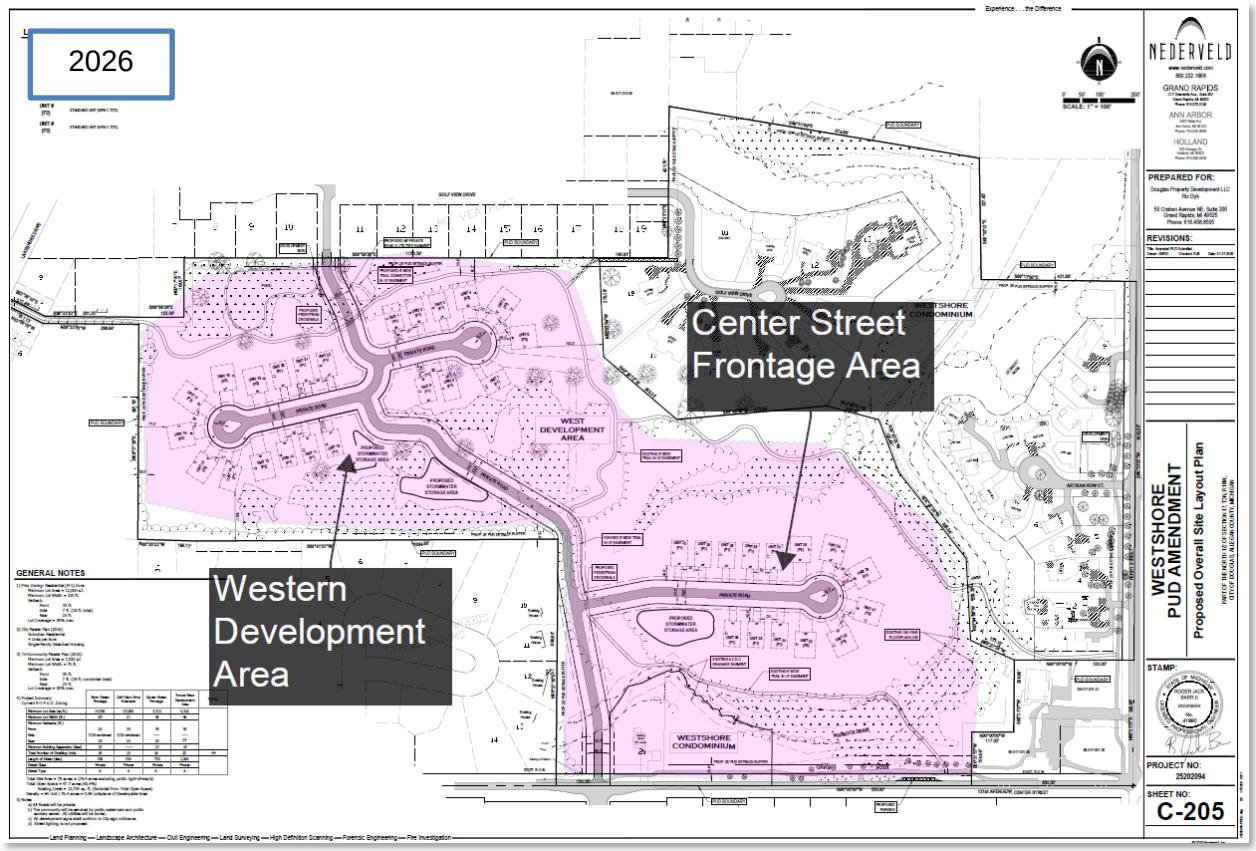
The table below is provided by the applicant to outline the requests to amend portions of the approved Westshore PUD. It should be noted that the street configuration and location of condo units are also considered part of the amendment, since the 2012 approval showed a different layout and number of units, and did not include a layout for the westernmost "future development area", though densities were established through the test plan that was submitted during that approval process.

Area and Items	Original Approved PUD Plan dated 07/25/12	Proposed PUD Amendment Plan dated 01/07/26	Notes
Center Street Frontage Area			
Number of Units	20	16	This includes the two existing lots on Center Street
West Development Area			
Number of Units	60	22	
Open Space Area (acres)	37.7	47.7	This proposed PUD amendment would not reduce the open space below 60%
Total Area (acres)	18.25	46	

Figure 1: Proposed departures from 2012 approved PUD.

The 2012 and 2026 PUD configurations are depicted below with development areas highlighted:





Preliminary Condominium Request. The request also includes a recommendation on the preliminary condominium plan. The preliminary condominium plan proposes the following site elements:

- 41 total units: 17 units within the Center Street development area (two units accessed and addressed on Center Street – one existing home and other vacant), 24 units within the Western Development area.
- 15' minimum building separation. Preliminary plan provides building envelopes that are spaced 15' apart to allow for custom structures to fit within each while maintaining the minimum building separation.
- 35' setback from private road right of way line to any building.
- Private roads - road configuration includes all private roads extending through the western development area connecting Center Street to McVea Drive and providing access to units via three separate cul-de-sacs.
- Preservation of sensitive lands and existing vegetation within common element areas.
- Crosswalks across the private road at trail crossings.
- Maintaining the 25' setback to the PUD/Condo limits.
- Four on-street parallel parking spaces on Center Street.
- Stormwater management facilities.
- No streetlights or sidewalks are proposed.

Procedure. The request is subject to Planned Unit Development, condominium, and site plan review procedures. At the upcoming meeting, the Planning Commission is tasked with reviewing the preliminary PUD amendment plan and preliminary condominium plan and forwarding a recommendation to City Council for consideration. Following review and approval by the City Council of the preliminary PUD and condominium plans, the applicant will return to the Planning Commission for consideration of the final PUD and condominium plans, whereby a recommendation will be made to the City Council for the approval or denial of the final PUD and condominium plan.

It is important to note that this stage of review of the preliminary plans for the PUD amendment and condominium development is intended to be more conceptual in nature, and that detailed engineering and construction details are not required until the review of the final PUD and condominium plans. Section 16.24(5) in the Condominium ordinance points to the site plan requirements for a PUD if the condominium is proposed within a PUD. Section 27.05.D.2 states:

> *It is not necessary that the preliminary plan include construction details or such other data as may require engineering expertise or such other professional analysis more appropriate to a final plan, rather than a preliminary plan. As provided elsewhere in this section, the Planning Commission may in its discretion, require additional background or information if necessary for a sufficient evaluation of the preliminary plan.*

The preliminary review stage will establish minimum dimensional requirements such as building

separation, setbacks, circulation patterns, road layout, and open space configuration and percentage. It is also a review of the proposed departures from the approved PUD, including the proposed open space, number of condominium units, residential density, and overall layout.

Preliminary PUD Amendment Review.

4) Applicable Base Regulations. Unless waived or modified in accordance with subsection (5) below, the yard and lot coverage, parking, loading, landscaping, lighting, and other standards for the underlying district(s) shall be applicable for uses proposed as a part of a Planned Unit Development. Mixed uses shall comply with the regulations applicable for each individual use, as outlined above, except that if regulations are inconsistent with each other, the regulations applicable to the most dominant use shall apply. The site standards for all individual land uses and facilities as provided in this Ordinance (such as special uses) must be observed unless waived by the Planning Commission or City Council for any, or all, of the specific uses and facilities. However, a special use that is part of a PUD shall not be separately processed as a special use, instead it shall be processed as part of the PUD application.
5) Regulatory Flexibility. To encourage flexibility and creativity consistent with the Planned Unit Development concept, departures from the regulations in subsection (4), above, may be permitted, subject to recommendation by the Planning Commission and approval of City Council. For example, such departures may include but are not limited to modifications to: lot dimensional standards; floor area standards; setback requirements; parking, loading, and landscaping requirements; and similar requirements. Such modifications may be permitted only if they will result in a higher quality of development or a better design or layout than would be possible without the modifications. Density standards and the provisions of Section 16.21 Shorelines, right-of-way width requirement of Section 18.02 or the City right-of-way requirement for a public street may not be modified. A modification of up to 50% of the front yard setback requirement of the zoning district may be modified under this regulation.

Remarks. The Zoning Ordinance allows limited flexibility from certain base zoning standards within a Planned Unit Development, subject to Planning Commission recommendation and City Council approval. The applicant is requesting a modest deviation from the required 65% open space standard, representing a 5% reduction. Staff has consulted with the City Attorney, who has indicated that the requested reduction may be legally considered under the PUD provisions of the Zoning Ordinance. Evaluation of this request will occur in the context of the overall design quality and consistency with the intent of the PUD provisions.

6) Residential Density. The maximum density permitted in the underlying district may be permitted only upon determination that the desired density will not unreasonably affect water and sewer services, storm water drainage, road capacity, traffic, parks and recreation, fire and police services, schools, character of the area, and any planned public and private improvements in the area.

The maximum number of dwelling units permitted as part of a PUD proposal shall be determined by submittal of a test plan. Such test plan shall illustrate the maximum number of units which can be accommodated by the given site within the parameters of the underlying zoning district and all other applicable portions of this ordinance or any other state and local laws. The lots or uses depicted on the test plan shall be permitted by right, but not guaranteed if site conditions in the proposed plan require significant deviation consideration, and any use or lot division subject to special approval shall not be included as part of a test plan. Such a plan shall be complete with roads and other required easements. This number, as determined by the Planning Commission, shall be the maximum number of dwelling units allowable within the PUD. The actual lot size of most lots approved in a PUD proposal will likely be substantially less than the minimum requirements of the underlying district in order to meet the open space requirements of 27.04(8). The test plan shall be considered a necessary step to submitting a complete application for a PUD and no further site plans for the subject parcel shall be reviewed by the City.

Remarks. N/A. A test plan was reviewed and approved as part of the original Planned Unit Development approval. The test plan established a maximum allowable density of 108 dwelling units for the site. The proposed PUD amendment does not increase the number of dwelling units beyond the previously approved maximum. The approved test plan is included in the packet for reference, as depicted in screenshots from the original approval materials, along with a unit count summary and narrative comments.

	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	West Development Area	TOTAL
Minimum Lot Area (sq ft)	14,500	23,000	3,312	3,312	
Minimum Lot Width (feet)	65	21	46	46	
Setbacks (feet)					
Front	20	35	35	35	
Side	7/18 combined	7/18 combined	----	----	
Rear	25	25	25	25	
Minimum Building Separation (feet)	15	----	15	15	
Total Number of Dwelling Units	16	10	17	24	67
Length of Street (feet)	330	530	720	1,200	
Street Class	Private	Private	Private	Private	
Street Type	A	A	A	A	

Minimum Area and Density (27.03.02)
The entire PUD includes a total of 78 acres which meets the minimum area requirement of the PUD. The total number of units determined by the Test Plan is 108. The total number of units proposed for the PUD is 67, therefore the overall density of PUD is not exceeding that permitted within the underlying zone district.

8) Open Space Requirements. Open space shall at least equal that which would be provided under the maximum lot coverage requirements of the underlying district. For example, if maximum lot coverage is 35%, then minimum open space shall be 65%. A subdivision with most of the open space in individual yards will not meet the standards of this Ordinance. At least half of the minimum open space shall be held in common, not as a part of individual lots. Open space shall be in large contiguous units that are easily accessible, usable, and the residents of the development shall have unrestricted access and use of the open space area unless the City Council as recommended by the Planning Commission finds that unrestricted access and use of the open space is unpractical and unreasonable due to unusual circumstances of the property. Small discontinuous areas of open space are contrary to the intent of this section, although it may be necessary to permit up to twenty (20%) of the total open space area in small discontinuous areas on a given parcel in order to achieve quality design and/or function of the balance of the PUD.

Any land without a structure within the boundaries of the site may be included as required open space, except for submerged lands and land contained in public or

private street rights-of-way. The required open space shall be set aside by the developer through an irrevocable conveyance, such as a deed restriction or covenant that runs with the land, assuring that the open space will be developed according to the site plan and never changed to another use. Such conveyance shall:

a) Ensure the open space is under single ownership or control, such that there is a single person or entity having proprietary responsibility for the open space. The applicant shall provide sufficient documentation of ownership or control in the form of agreements, contracts, covenants, master deeds, and/or deed restrictions that indicate that open space will be held as proposed.

b) Guarantee to the satisfaction of the City Council that all open space portions of the development will be maintained in the manner approved. Documents shall be presented to the satisfaction of the City Attorney that bind all successors and future owners in fee title to maintenance commitments made as a part of the approval of the open space.

c) Provide for maintenance to be undertaken by the City in the event that the dedicated open space is inadequately maintained, or is determined by the City to be a public nuisance, with the assessment of costs upon the property owners within the PUD.

Remarks. The proposed amendment includes a request to modify the open space requirement established under the original Planned Unit Development approval. The Zoning Ordinance allows limited flexibility from base zoning standards within a PUD, subject to Planning Commission recommendation and City Council approval. The proposed modification represents a 5% reduction from the previously approved open space requirement. Whether this reduction is acceptable will be determined by the Planning Commission and City Council. Compliance with open space configuration, ownership, and maintenance requirements will be evaluated at final PUD and site condominium review.

9) Frontage and Access. Planned Unit Developments shall front onto a street with adequate capacity to safely accommodate the traffic of the development without unreasonably congesting the street. Road improvements contiguous to the site of the PUD that would improve traffic safety and reduce congestion may be required as a condition of development approval. Access and egress opening from the development onto a public or private street shall be limited to one (1) per two hundred (200) feet. The nearest edge of any entrance or exit drive shall be located no closer than one hundred (100) feet from any street or road intersection (measured from the nearest intersection right-of-way line). All requirements of Article 18 shall also apply to Planned Unit Developments.

Remarks. The subject property fronts on public streets with adequate capacity to accommodate traffic associated with the development. Based on the preliminary plans submitted, proposed access points comply with the minimum spacing requirements, including separation from street intersections. Detailed review of frontage, access, and compliance with Article 18 of the Zoning Ordinance will occur at the time of final PUD and site condominium approval, at which time any necessary road improvements may be evaluated.

10) Utilities. All utilities serving a Planned Unit Development, including electric, telephone, and cable television lines, shall be placed underground, wherever feasible.

Remarks. The Zoning Ordinance requires that utilities serving a Planned Unit Development be placed underground where feasible. Compliance with this standard will be reviewed at the time of final PUD and site condominium approval. A condition of approval may be included at the time for the final approval to require that all utilities be installed underground, unless otherwise determined infeasible due to site conditions or utility provider requirements.

11) Privacy for Dwelling Units. The design of a Planned Unit Development shall provide visual and sound privacy for all dwelling units within and surrounding the development. The relationship of adjacent exterior doors and windows shall be offset wherever possible. Fences, walks, and landscaping shall be used in the site design to protect the privacy of dwelling units.

Remarks. Based on the preliminary plans submitted, the overall site layout and building orientation appear capable of providing reasonable visual and sound privacy for dwelling units within the development and in relation to surrounding properties. Final review of building placement, window and door orientation, fencing, landscaping, and other privacy-related design elements will occur at the time of final PUD and site condominium approval**.**

12) Emergency Access. The configuration of buildings, driveways, and other improvements shall permit convenient and direct emergency vehicle access and shall be subject to the International Fire Code and Fire Department review.

Remarks. Based on the preliminary plans submitted, the general configuration of buildings and driveways appears capable of providing adequate emergency vehicle access. Detailed review of emergency access, fire lanes, and compliance with the International Fire Code will occur at the time of final PUD and site condominium approval, subject to Fire Department review.

13) Pedestrian and Vehicular Circulation. A pedestrian circulation system shall be provided that is isolated as completely as possible from the vehicular circulation system. The layout of vehicular and pedestrian circulation routes shall respect the pattern of existing or planned streets, sidewalks, and bicycle pathways in the vicinity of the site and complement and implement the recommendations of the TriCommunity Plan.

Met.

Remarks. The preliminary plans illustrate a circulation pattern that generally separates pedestrian and vehicular movements and connects to existing and planned streets and pathways in the surrounding area. Final review of pedestrian facilities, vehicular circulation, and consistency with the Tri-Community Plan will occur at the time of final PUD and site condominium approval.

14) Maximum Height. Except as otherwise provided herein, maximum building height shall be consistent with underlying district.

Met.

Remarks. The proposed buildings are intended to comply with the maximum building height permitted in the underlying zoning district. Final confirmation of building height compliance will

occur at final PUD and site condominium approval.

15) Minimum Spacing. Minimum spacing between detached buildings shall not be less than 15 feet, unless the Planning Commission or City Council authorizes a lesser amount. In no case shall spacing be less than required under the Building Code.

Met.

Remarks. The preliminary plans show that the spacing between buildings is 15ft.

16) Building Length. The front and rear of a multiple family building shall be considered to be the elevations along the longest dimension of said building. The front of the multiple family building shall be considered to be the direction indicated on the drawings by the designer provided is not inconsistent with floor plan of the individual unit; and the side of a multiple family building shall be considered to be the elevation along the narrowest side of said building. No multiple family building shall exceed one hundred twenty (120) feet in length along any one elevation of the building measured in an unbroken plane between its two furthest points.

N/A. No multiple family buildings are being proposed.

17) Sensitive Natural Features. All sensitive natural features such as drainage ways and streams, critical dune areas, wetlands, lands within the 100 year floodplains, and stream or river banks (which by virtue of soil and slope may create highly erodible hazards to the public health and safety) shall remain unencumbered by any principal or accessory buildings and structures.

Remarks. The proposed amendment does not indicate encroachment into regulated sensitive natural features, including drainageways, wetlands, floodplains, or other protected areas. Compliance with applicable environmental regulations will be reviewed and confirmed at final PUD and site condominium approval and through any required agency permitting.

18) Buffer Zone Along Streams. Drainage ways and streams shall be protected by a twenty-five (25) foot natural vegetation strip or public easement measured from the centerline of such drainage ways or streams and measured from the ordinary high water mark for the Kalamazoo River. The standards of Section 16.21 are also applicable and shall not be altered by the regulatory flexibility provision of Section 27.04(5).

19) Buffer Zone Along Property Lines. Natural vegetation, planted or landscaped buffer areas of twenty-five (25) feet width are required along all exterior boundaries of the property to be developed as a PUD.

Met.

Remarks. A buffer zone is provided and identified along the property lines.

20) Parking Areas. The parking area shall be designed so as to maximize and encourage the use of landscape breaks and/or buffers to minimize the unbroken expanse of surfaced area. However, landscaped areas in parking lots shall be large enough to support thriving vegetation and are greatly preferred over many small landscape islands.

Remarks. The preliminary plans illustrate on-site parking, including off-street parking for the public trail consisting of four (4) spaces. Detailed review of parking layout, landscaping, and compliance with parking design standards will occur at final PUD and site condominium approval. The Planning Commission shall determine whether a landscaped area should be placed around the parking area.

21) Common Property. Common property in the PUD is an area, parcel or parcels of land, a privately owned road, or roads, together with the improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites or condominiums within the PUD. When common property exists, the ownership of such common property shall be private. When privately owned, arrangements must be made for the improvement, operation, and maintenance of such common property and facilities, including private streets,

drives, service parking and recreational facilities (such as a club house or tennis courts). The applicant shall guarantee to the satisfaction of the City Attorney that all common property portions of the development will be maintained in perpetuity and in the manner approved. Documents shall be presented that bind all successors and future owners in fee title to commitments made as a part of the approval of the common property. This provision shall not prohibit a transfer of ownership or control, provided notice of such transfer is provided to the City and the land use continues as approved.

Remarks. The development includes common property intended to remain under private ownership and maintenance. Maintenance responsibilities and long-term obligations for common property, including private streets and recreational amenities, will be addressed through the condominium documents. Final review of ownership, maintenance, and legal assurances will occur at final PUD and site condominium approval, subject to review by the City Attorney.

22) Easements Across Common Property. When common property exists in private ownership, the owners shall grant easements, over, under and through such property to the City as are required for public purposes.

Remarks. Any required easements across privately owned common property for public purposes will be addressed as part of the final PUD and site condominium approval process. Easements will be reviewed and approved prior to recording.

Section 27.05 Procedures and Requirements. Section 27.05 provides the required site plan elements to be included in a preliminary PUD plan. The table below outlines these elements and provides an indication of whether they have been provided and any comments.

Requirement	Met?	Comments
a. The legal description of the land.	x	
b. The area (in acres) of the land shall be stated (1) as the total acreage of the entire PUD; (2) the areas (in acres) within the PUD that are proposed to be developed for commercial, office and residential uses, respectively; and (3) the area (in acres) of the land that is proposed to remain undeveloped.	x	
c. The location and dimensions of existing and proposed property lines and building setback lines.	x	
d. The location and dimensions of existing and proposed buildings.	x	
e. Proposed uses of buildings and other structures.	x	
f. Existing and proposed topographic contours at five-foot intervals.	x	
g. Significant existing vegetation and other significant existing natural features, including floodplains, woodlands, and wetlands.	x	
h. Existing and proposed watercourses and water bodies.	x	
i. Existing public and private streets, and street rights-of-way; existing access easements.	x	
j. Proposed streets drives; curb cuts and access easements; acceleration, deceleration and passing lanes and sidewalks.	x	
k. Existing uses, buildings, structures, driveways and off-street.	x	
l. Proposed off-street parking areas and off-street loading and unloading areas.	x	
m. Existing and proposed public water supply and public sanitary sewage disposal facilities as to the description and location thereof.	x	

n. Proposed storm water management systems, including storm sewers, retention and/or detention ponds, stormwater discharge areas and other storm water management measures as to the description and location thereof.	x	
o. Public utilities in and for the PUD, including natural gas, electric, telephone and other community services, if any, such as cable television and Internet access as to the types of utility services proposed to be provided.		The development is proposed to be served by public water and sanitary sewer, with underground electric, gas, and communications utilities. Final utility details will be addressed at final approval.
p. Buildings and other facilities for public or community use.		Not being proposed.
q. Proposed areas of landscaping and general types of plantings.	x	
r. Proposed signs as to anticipated locations and the size, height and type thereof.		A development sign is anticipated. The location, size, height, and type of signage will be reviewed at the time of sign permit application.
s. Outdoor lighting, as to be expected locations and the proposed type and height of outdoor lighting fixtures.		Street lighting is not being proposed.
t. Fence, walls and other screening features.	x	
u. Refuse and services areas, including screening measures for trash receptacles.		Not being proposed
v. Open space areas and proposed uses thereof, if	x	

any.		
w. Location of state-regulated wetlands and other wetlands, if any.	x	
x. Tentative elevations views were of front, side, and rear of each building		Building elevations were not provided. Elevations should be submitted prior to City Council review.
y. Additional information which the Planning Commission may request in order to fully evaluate the preliminary PUD plan. This may include an Environmental Assessment and/or Traffic Study as outlined in Section 24.02.21.		A summary of the environmental assessment was provided in the project narrative. A traffic study was not submitted. Given the scale of the proposed development, staff recommends that the Planning Commission determine whether a traffic study should be required prior to City Council review.
4. A written description or summary of the PUD, including the following matters: a. The overall objectives of the proposed PUD. provided. The applicant has provided a detailed narrative that outlines the entire proposal. b. The number, size and basic description of proposed buildings and structures.		The number of buildings and a general description were provided. The Planning Commission will determine whether the building envelope information is sufficient in lieu of individual building footprints.

c. A statement describing how the proposed PUD will promote the intents and purposes of the PUD District.	x	
d. A statement from a licensed professional engineer, or alternatively, the City Engineer, indicating the relative capacities of the public water supply and the public sanitary sewer systems proposed to serve the development.	x	
5. The application for the PUD approval shall also include the following information: a. The applicant's name, business address, telephone number and email address.	x	
b. The name and address of the owner(s) of record if the applicant is not the owner of record and the signature(s) of the owner(s).	x	
c. The property tax identification number(s) of the land.	x	A screenshot of the warranty deed included in the narrative identifies multiple parcel numbers. The Planning Commission will determine whether this is sufficient or whether the applicant should provide the full parcel numbers.
d. The name, address, telephone number and email address of the applicant's engineer, land-use planner, architect, land surveyor and other professional consultants.	x	
e. A time-schedule of proposed construction, including the anticipated completion date and proposed phases of development of the PUD.		The applicant anticipates initiating construction in 2026, subject to

		receipt of all required approvals and permits. The PUD amendment includes phased development. Detailed phasing and completion timing will be reviewed with the final PUD and site condominium submittals.
f. A written statement describing the impacts of the PUD-on existing infrastructure (including traffic impact and effects on the capacity of streets, schools and utilities) and on the natural environment and adjoining and other lands.	x	
E. Final PUD Plan. Following the advisory public hearing, if such a hearing is convened, or otherwise following the pre-application conference, the applicant shall prepare a final PUD plan and submit the plan to the City.		If the preliminary PUD plan is approved, the applicant will be required to return to the Planning Commission and City Council for review and approval of a final PUD plan, in accordance with Section 27.05 of the Zoning Ordinance.

Preliminary Condominium Review.

Section 16.24 Condominiums

(4) APPLICATION FOR CONDOMINIUM APPROVAL. An application for condominium approval shall include the following information:

(a) A condominium project plan which includes the documents and information required by Section 66 of the Condominium Act.

Remarks. A draft Master Deed, condominium bylaws, and conceptual preliminary plans were provided.

(b) To the extent it is not already included in the condominium project plan, the following information shall also be provided:

(i) The information required for site plan review by Article 24 of this Ordinance.		An Article 24 checklist was provided identifying items submitted and items deferred. The Planning Commission may determine whether additional information should be required prior to City Council review. Section 27.05 Procedures and Requirements outlines the requirements for the preliminary plan.
(ii) Layout and dimensions of each condominium building, and the building envelope for such building. The condominium project plan for all types of condominium developments, whether containing detached or attached units, shall depict a building		The applicant has provided information illustrating the general unit arrangement within the proposed

envelope around each building so as to demonstrate compliance with the minimum lot area requirement, the minimum lot width requirement, and the minimum building setback requirement of the zone district in which the building is located, and where applicable, the building placement and separation requirements of the zone district in which the building is located; provided, however, that if the condominium is a planned unit development under Article 27, the City Council, upon recommendation of the Planning Commission, may approve departures or modifications in the requirements stated in this subparagraph (ii), under the terms of Article 27 of this Ordinance and accordingly, the condominium project plan may depict any such requested departures or modifications.		condominium buildings. Detailed building layouts, floor plans, and architectural elevations are not required at the preliminary stage and will be reviewed during final PUD approval and/or building permit review. Building envelopes have been provided that will establish the boundaries of the structural elements of each unit.
(iii) Written approval of the proposed design and location of the entrance to the condominium development from the Allegan County Road Commission as applicable.		N/A. The proposed entrance connects to City-owned public streets (Center Street and McVea) and does not involve access from a county road.
(iv) The use and occupancy restrictions and maintenance provisions for all general and limited common elements that will be included in the master deed including a copy of the draft master deed and by-laws.		Provided through the draft Master Deed and condominium bylaws.
(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.	x	
(vi) A utility plan showing all water and sewer lines and easements to be granted to the	x	

appropriate municipality or public utility for installation, repair and maintenance of all utilities.		
(vii) A narrative describing the overall objectives of the proposed condominium project.	x	
(viii) A narrative describing the proposed method of providing potable water supply, and sanitary sewage disposal facilities and other utilities.		
(ix) private streets, if any, within the proposed condominium project.	x	

Standards of Preliminary Condominium approval. Section 16.24 (7) outlines the standards that must be met for the preliminary condominium plan to be approved. These standards are below, along with staff's remarks:

(a) The plan shall satisfy the standards and requirements for site plan approval in Article 19 of this Ordinance, except that if the condominium project is proposed as a Planned Unit Development, subparagraph (b) shall apply, rather than this subparagraph (a).

(b) If the condominium project is proposed as a Planned Unit Development, the plan shall satisfy the standards and requirements for approval in Article 27 of this Ordinance.

Remarks. This was previously approved as a Planned Unit Development. Through the amendment process they are still required to follow the requirements of Article which was covered in the memorandum.

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

Remarks. Review by appropriate City staff and agencies will occur as part of final approval.

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

Remarks. The applicant is only requesting and reduction from the open space requirement.

(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.

N/A, no public streets are being proposed.

(f) Private streets may be permitted to provide access to and throughout a condominium project, subject to the following requirements:

(i) All private streets shall comply with Section 18.02 of this Ordinance.

Remarks. Private streets are proposed and will remain under private ownership and maintenance. Section 18.02 will be reviewed at the time of final condominium approval. The City is not in a position to accept additional public streets. Given the street's configuration as a through connection, it may function as a route used by the general public. The Master Deed and Bylaws should clearly define access rights, maintenance obligations, and responsibility for the private street.

(ii) Provisions in the Master Deed and Bylaws shall obligate the developer and/or owner's association to assure that all the

private streets are regularly maintained, repaired and snowplowed so as to assure that they are safe for travel at all times. The Master Deed and/or Bylaws shall also include a provision indemnifying and holding the City harmless from any and all claims for personal injury and for property damage arising out of the failure to properly construct, maintain, repair and replace the private streets.

Provided.

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

Remarks. Each unit is proposed to be served by public utilities in accordance with City requirements.

Final Thoughts. The Planning Commission should consider whether a traffic study is warranted based on the number of dwelling units proposed as part of the PUD amendment.

As noted earlier in this memorandum, Section 27.05(D)(2) does not require construction-level details at the preliminary PUD stage. While the proposal also includes a site condominium component subject to Section 16.24, staff finds that detailed construction plans and building-level information may be appropriately deferred to the final PUD and site condominium approval stage.

If the Planning Commission determines that additional information is necessary to adequately evaluate the preliminary requests, including items identified under Article 27 or Section 16.24, such information may be required as a condition of preliminary approval. Recommended conditions of approval are provided below.

Recommendation. At the upcoming meeting, the Planning Commission will review the preliminary PUD amendment and preliminary condominium plans. Commissioners should consider the information provided in this report, along with comments from the applicant and the public.

If the Planning Commission determines that the preliminary plans adequately address the intent and standards of the PUD ordinance, staff recommends forwarding a recommendation of approval or approval with conditions to City Council. If additional information, clarification, or plan revisions are necessary to evaluate the proposal, staff recommends the item be tabled or referred back to the applicant prior to further consideration.

Suggested Motion

I move to recommend to City Council **[approval / approval with conditions / denial / tabling]** of the preliminary Planned Unit Development amendment plan and preliminary condominium plans submitted by Ric Dyk on behalf of BDR Inc. for the Westshore Planned Unit Development, pursuant to Article 27 and Section 16.24 of the City of the Village of Douglas Zoning Ordinance, based on the findings outlined in this staff report for the parcel identified as P.P. 59-830-000-02, located on Center Street subject to the following conditions:

1. The applicant shall submit building elevations sufficient to evaluate overall building massing and confirm general compliance with maximum height standards prior to City Council review.
2. The applicant shall revise all plans and narrative to indicate reference to the City of the Village of Douglas Master Plan (2024) to replace all references to the Tri-Community Master Plan and the 2016 Master Plan, prior to the City Council's consideration of the preliminary PUD amendment plan and preliminary condominium plan.
3. The applicant shall revise the dimensional details to include setbacks relevant to the limits of the PUD, to the road right of way, and separation distances between units, rather than front, side, and rear yard setbacks, prior to the City Council's consideration of the preliminary PUD amendment plan and preliminary condominium plan.

Please feel free to reach out with any questions.

Site Plan Review Checklist – Westshore PUD

Applicant Information	Met	Not Met	**Comments**
Name, address, email, and phone number	X		
Property Ownership	X		
Proof of property ownership			
Information on options or Liens			
Project Impact Statement			
Written statement on the proposed project's impact on existing infrastructure (traffic, schools, utilities)	X		
Written statement on the proposed project's impact on natural environment	X		
Phase 1 and Phase 2 environmental review (if required)	X		Environmental review was done back in 2012
Property Details			
Dimensions and legal description	X		
North Arrow	X		
Certificate of survey if less than (1) acre and a land division	N/A		
Project Description			
Total number of structures, units, and bedrooms, offices	X		
Square footage (total and usable floor area)		X	Square footage is not provided of the proposed units
Carports/garages		X	Garages were not provided on the site plan. At the final approval the applicant should provide them
Employees by shift	N/A		
Recreational and open space details	X		Existing public trail is provided
Type of recreation facilities provided	X		
Natural and Man-Made Features			
Woodlots, streams, drains, lakes/ponds	X		
Topography (at 2-foot intervals)	X		
Existing roads and structures (indicate what will be retained/removed	X		
Public and Private Access			
Existing or proposed public right-of-way	X		
Private easements			
Proposed Access and Parking			

Streets, driveways, parking spaces, sidewalks	X		
Direction of travel	X		
Inside radii of all curves	X		
Width of streets, driveways, sidewalks			Width of crosswalks will need to be provided at time of final approval.
Total number of parking spaces and dimensions of typical spaces			4 Parking spaces along Center St is proposed, but the applicant should add to general notes
General public pedestrian access (as approved by City Attorney)			City Attorney will review the general public pedestrian access at the time of the final approval
Vicinity Sketch			
Location of the site in relation to surrounding streets and land uses (within 300ft)			
Utilities Location			
Natural gas, cable, electric, phone	X		
Fire hydrants	X		Fire Department will be reviewing the hydrant locations at the time of the final approval
Water supply, stormwater management, wastewater systems			
Accessory Structures and Uses			
Proposed location of all accessory structures (ex. Flagpoles, light poles, docks, sheds)			
Method of screening where applicable	X		
Landscaping Plan			
Locations of plantings and screening	X		
Fencing and lighting (in compliance with Article 21)			
Proposed locations of common open spaces (if applicable)			
Storage Facilities			
Locations and specifications for any existing or proposed above or below ground storage facilities for chemicals, salts, flammable materials, or hazardous substances	N/A		
Locations and specifications for any existing or proposed containment structures or clear zones required by government authorities	N/A		
Stormwater Management			
Location of Exterior Drains	X		
Location of Dry Wells			Not proposed

Location of Catch Basins	X		
Location of Retention and/or detention areas	X		
Location of Sumps and other facilities for stormwater or wastewater	X		
Location of point of discharge for all drains and pipes	X		
Site Lighting			
Location, type, style, and intensity of all proposed site lighting (including building, sign, or other site lighting)			
Permit Statement			
Statement identifying all other federal, state, and local permits required (if any)	X		This was provided in the narrative
Project Completion Schedule			Applicant shall provide a project completion schedule at the time of the final approval
Timeline for project completion			
Tri-Community Plan Compliance			
Evidence of compliance with the recommendations of the Tri-Community Plan	X		
Additional Information:			
Any other necessary information for the Planning Commission to determine conformity with the Ordinance			Planning Commission will determine if any additional information is required
Professional Seal	X		
Seal of the State of Michigan registered engineer, architect, landscape architect, surveyor, or planner who prepared the plan	X		
Grading Plan:			
Grading plan per Section 16.20.5	X		
Special Studies or Research (If Required by PC or ZA)			The Planning Commission will determine whether if this is required
Current site condition and status of buildings (to be preserved or removed).			
Flora and fauna (include endangered species).			
General topography and drainage patterns (including regulated features).			
Adjacent waterways.			
Existing wells (depth and use).			
Description of proposed abatement methods.			

Nature of contamination and proposed mitigation methods.			
Description of proposed work and methodology to protect waterways.			
Description of existing soils and their suitability for proposed use.			
Methods to protect and preserve any historic or archaeological resources.			
Description of emissions related to air quality and their effects.			
Methods to contain hazardous materials and prevent migration.			
Characterization of discharges (quantity, quality, chemical constituents).			
Description of findings from any previous assessments and provide reports.			
Anticipated noise levels at property lines and proposed mitigation measures.			
Description of anticipated traffic impacts from the proposed use.			
Description of site restoration after construction.			
Methods for handling sanitary waste during and after construction.			
Description of how potable water will be provided (including wells or lake-draw systems).			
Any other items needed to relay potential environmental impacts			
The individual preparing the Environmental Assessment must sign and seal the document (if prepared by a registered engineer, land surveyor, community planner, or landscape architect).			
Traffic Impact Study (if required by PC or ZA)			The Planning Commission will determine whether if this is required
Narrative Summary (Applicant and project name, Location map, Size and type of development, Traffic volumes based on the Institute of Transportation Engineers' *Trip Generation* (current edition)			
Project Phasing and Access Plan (Phases of development, including year for each phase, Proposed access plan for each			

phase)			
Transportation System Inventory (Physical, functional, and operational characteristics of the study area highway system, Location of transit services (where appropriate), Data on: Peak-hour volumes (existing and projected), Number of lanes, Cross-section, Intersection traffic signals and configuration, Douglas Zoning Ordinance, Traffic signal progression, Percentage of heavy trucks, Adjacent access point locations, Jurisdiction Grades			

MEMORANDUM

August 24, 2023

TO: City of the Village of Douglas Planning Commission

FROM: Joe Blair, Planning and Zoning Administrator

SUBJECT: Westshore Phase 3 – Timeline

With the continued questions from the public regarding the information surrounding the current Westshore Phase 3 development, we felt it best to put together a general timeline of events, as well as provide a concise account of all Planning Commission and City Council meeting minutes which reference this property. While the overall number of references are around 65, we've narrowed down 20 to 25 meetings which hold the most important information. This is compiled in the attached exhibit, with the referenced areas highlighted.

In general, the timeline is as follows:

2007

- January 17: The Planning Commission holds a public hearing for the proposed project by the past developer, Paul Wicks. During this hearing, they are shown a presentation by the developer, who proposes a site plan similar to that of the future BDR project, shown in **Exhibit A**. This would include connections between Golfview, McVea, and Center St. The Planning Commission also receives a number of public comments in relation to the project. These comments reference lack of buffer zones, site contamination, traffic, parking. Planning Commission then tabled the issue.
- April 18: The Planning Commission reviews and recommends Conditionally Approval of Mr. Wicks' West Shore Cottages PUD plan. This would be the first of two Conditional Approvals passed to City Council. One of the conditions of this approval, was that a road connecting Center St to either McVea or Golfview be completed before the development of phase 3.
- *August [Referenced in Nov. 10, 2008 Document]: City Council sends project back to Planning Commission for further clarification.*

- November 28: The Planning Commission holds a second public hearing on the West Shore Cottages project. Much of the public comment is centered around the TCE issues of the plume, while the Commissioner commentary focuses on sidewalks, economic viability, and departure from zoning requirements. Following, the Planning Commission tables the discussion waiting for MDEQ and ACOE reports are finished.

2008

- October 8: Planning Commission again listens to a presentation from Developer Paul Wicks, outlining the changes to the project so far. Afterward, the Planning Commission forwards a Conditional Approval recommendation to City Council, adding condition items #15-19.
- November 10: Prior to the Public Hearing on November 17th, 2008, the City Council hears a presentation by the developer similar to that given at Planning Commission. This presentation ends with an identification of the 21 items that were attached by the Planning Commission as Conditions of Approval.
- November 17: City Council holds a public hearing, where the project is presented again for the public. Public comment contains elements such as possible contamination, questioning public benefit, traffic impact, and increased use of City services. Council members question limited open space, construction impacts on roads, and lack of additional parking for guests of homeowners. No vote was held.

2009

- February 2: City Council votes (5-2) to approve the Wicks Plan for West Shore Cottages, labeled Resolution 06-2009, Urquhart and Sapita voting against.

2011

- June 20: City Council approves two lot splits (Res. 21-2011 and 22-2011) from the original West Shore Cottages PUD parcel, creating two additional parcels fronting on Ferry St. These parcels are now currently three lots along Ferry, addressed as 14, 16, and 20 Ferry St.

2012

- January 11: Kevin Einfeid of BDR presents a preliminary application to Planning Commission for Planned Unit Development at West Shore, with a powerpoint reviewing the eight points for PUD eligibility. This plan is shown in **Exhibit B.**

- February 8: Planning Commission holds a public hearing on the Westshore Redevelopment Proposal from December 12, 2011, presented at the January meeting. *[This would be the first of four public hearings by the Planning Commission].* Public comment centers around drain issues, number of units, and the sledding hill. The Planning Commission discussed the Test Plan (Req. Section 27.04), and Ryan Kilpatrick outlined the review process. Test Plan reveals 113 buildable lots, wherein the applicant's plan outlines 56 proposed. Planning Commission votes unanimously to accept the Test Plan and continue review.
- March/April: References to plan revisions and environmental review
- May 19: Planning Commission holds a second public hearing regarding the project. Public comment mentions pedestrian traffic, areas left as "Planned to be Built", and the Center St. Road Connection. Planning Commission then tables the item waiting on further information.
- July 11: Planning Commission again holds a public hearing for the West Shore Redevelopment Plan. Public comment includes questions regarding the driveway easement on the 20ft strip of land which connects the development to Lakeshore Drive, as well as other questions about infrastructure on McVea, and drainage on the site. Following the public hearing portion, applicant engineer Jack Barr identifies that the 20ft strip of land is not intended for vehicular traffic beyond golf carts. After discussion, Planning Commission votes unanimously to recommend Conditional Approval to City Council, with two Planning Commissioners absent (Balmer, Hurley). The 5 conditions attached cover road infrastructure, construction schedule, golf cart parking, restriction of 20ft pathway to pedestrians and bikes only, and retention of as-built drawings by the developer.
- August 6: City Council hold First Reading of PUD Ordinance Amendment. Some discussion of environmental issues and trail elements.
- August 20: City Council reviews and approves Ordinance 03-2012 Westshore Redevelopment Plan.

2018

- March 14: Planning and Zoning Administrator Lisa Imus reports to Planning Commission that BDR has requested three amendments to the PUD Plan. In accordance with her reading of the PUD ordinance, PZA Imus grants staff approval for the three amendments.

2021

- April 14: Planning Commission holds a public hearing to review proposed changes to the Condominium Plan. Commissioners voice frustration over timeline, remarking that past changes to the PUD plan were not clearly presented as part of the changes now proposed. Applicant remarks that all previous communications were done through Zoning Administrator review and not Planning Commission, explaining a lack of paper trail. After discussion further, Planning Commission unanimously recommends conditional approval of the SPR changes for 612 Artisan Row to City Council to approve the changes, should the Council receive additional documentation from the applicant regarding reorientation of lots.
- May 17: City Council approves the proposed amendment to the Condominium Plan.

2022

- November 7: City Council discusses extension of deadlines surrounding the open space easements for the Westshore redevelopment Project. Discussion moves toward allowing the recording of open space easements as a condition of future PUD amendment/condominium approval. However, if the future phase is not approved by November 7, 2023, the developer shall record the open space easement agreements to reflect existing open space, in accordance with the as-built conditions.

2023

- May 10: BDR submits plans for PUD amendment titled “Westshore Phase 3.” See **Exhibit C.**
- June 6: BDR resubmits edited plans based on Site Plan Review Committee commentary.
- June 15: Planning and Zoning department removes Westshore Phase 3 from Planning Commission agenda, citing lack of clarity on elements surrounding Access, Easements, Open Space, Density, and the overall timeline of the project since 2012.
- June 26: Planning and Zoning staff submit a list of questions to BDR to answer prior to a public hearing at the Planning Commission.
- July 7: Planning and Zoning staff receive a brief response from BDR discussing questions from June 26, but offering no revised plans, nor answers to all questions posed.

This ends the timeline which has been compiled up until this point (August 24, 2023). At the present moment, BDR is not scheduled to be on any Planning Commission agenda, nor are they scheduled for a public hearing. In addition, we in Planning and Zoning (Tricia Anderson and I) have not received any communication or documents regarding “Westshore Phase 3” since July 7, 2023.

If you have questions regarding the timeline, please let us know.

Joe Blair, AICP
Planning & Zoning Administrator
City of the Village of Douglas

Exhibit A


FURNISHED LEGAL DESCRIPTION:
SITE NOTES
CAMPBELL ROAD
PREPARED FOR:
PAUL WICKS
14 FERRY STREET
DOUGLAS, MI 49406
(269) 857-2500
DRIESENGA & ASSOCIATES, INC.
SCALE: 1"=120'
FERRY STREET
MCVEA ROAD
GOLF VIEW DRIVE
LOCATION MAP – NO SCALE
TYPICAL SECTION W/O BASEMENT
TYPICAL SECTION W/OPTIONAL BASEMENT
NO PARKING FIRE LANE
NO PARKING SIGN
EXISTING TREE AREA TO REMAIN
EXISTING TREE TO REMAIN
PROPOSED TREE
STOP
ZONED R-2
MCVEA PLAT ZONED R-2
ALLEGAN CO. CONDO ZONED R-2
WEST SHORE WOODS PARK ZONED R-2
PHASE II
PHASE III
WEST SHORE COURT
CENTER STREET
NOTE:
THE WEST SHORE COTTAGES CONDOMINIUM MASTER DEED SHALL BE WRITTEN TO INCLUDE LANGUAGE THAT THE CONDOMINIUM ASSOCIATION WILL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE SIDEWALK/BIKE PATH WITHIN AN EASEMENT ALONG THE NORTH RIGHT OF WAY OF CENTER STREET (AS SHOWN). THIS WALK SHALL BE CONSTRUCTED PRIOR TO THE START OF PHASE III.
CONSTRUCTION SCHEDULE
REVISIONS
THE WEST SHORE COTTAGES
SEC. 17, T3N, R16W CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN CO.
PAUL WICKS
14 FERRY STREET
DOUGLAS, MICHIGAN 49406
OVERALL LAYOUT PLAN
1"=120'
10-20-06
0510211.1A
C2.1

Exhibit B

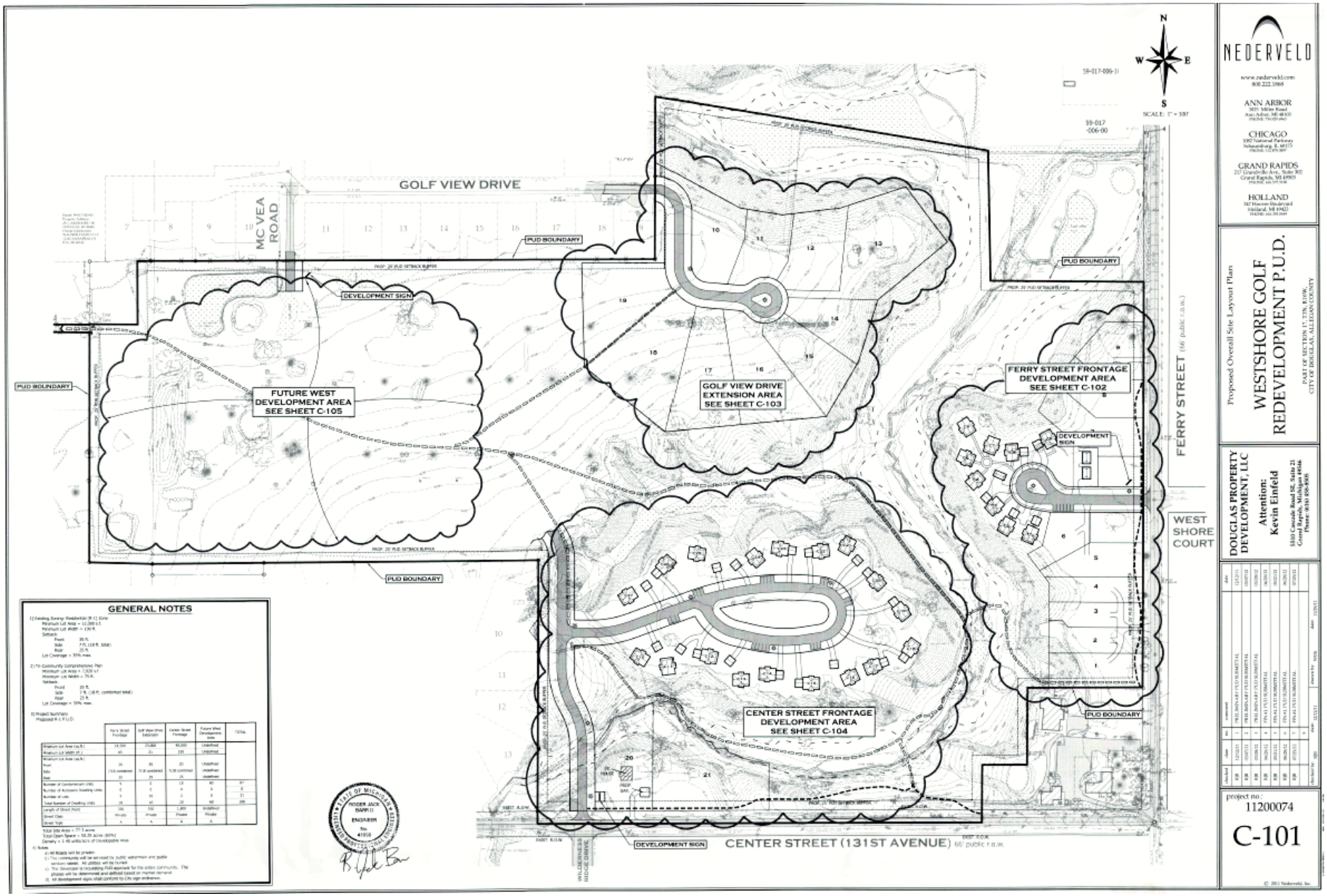
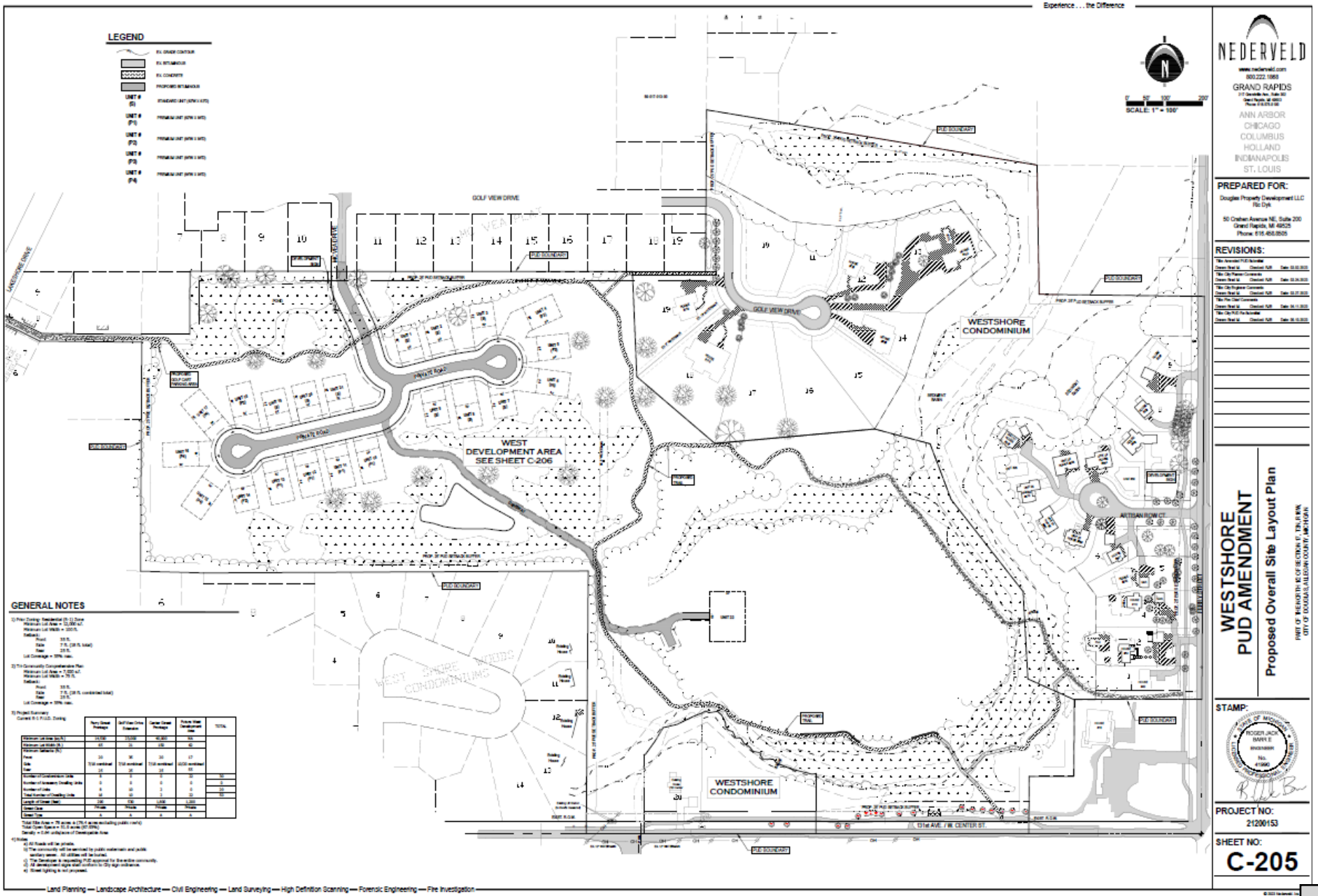

GOLF VIEW DRIVE
MC VEA ROAD
PUD BOUNDARY
DEVELOPMENT SIGN
FUTURE WEST DEVELOPMENT AREA SEE SHEET C-105
GOLF VIEW DRIVE EXTENSION AREA SEE SHEET C-103
FERRY STREET FRONTAGE DEVELOPMENT AREA SEE SHEET C-102
FERRY STREET (66' public r.o.w.)
WEST SHORE COURT
CENTER STREET FRONTAGE DEVELOPMENT AREA SEE SHEET C-104
CENTER STREET (131ST AVENUE) 66' public r.o.w.
GENERAL NOTES
NEDERVELD
ANN ARBOR
CHICAGO
GRAND RAPIDS
HOLLAND
Proposed Overall Site Layout Plan
WESTSHORE GOLF REDEVELOPMENT P.U.D.
PART OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY
DOUGLAS PROPERTY DEVELOPMENT, LLC
Attention: Kevin Einfeld
project no : 11200074
C-101

Exhibit C


LEGEND
GOLF VIEW DRIVE
PRIVATE ROAD
WEST
DEVELOPMENT AREA
SEE SHEET C-206
WESTSHORE
CONDOMINIUM
WEST SHORE WOODS CONDOMINIUMS
ARTISAN ROW CT.
131st AVE. / W. CENTER ST.
PUD BOUNDARY
SCALE: 1" = 100'
GENERAL NOTES
NEDERVELD
GRAND RAPIDS
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS
PREPARED FOR:
Douglas Property Development LLC
Rio Dyk
REVISIONS:
WESTSHORE
PUD AMENDMENT
Proposed Overall Site Layout Plan
STAMP:
PROJECT NO:
21200153
SHEET NO:
C-205
Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

January 21, 2026
2250900

Mr. Sean Homyen
City of Douglas
415 W. Wiley Road, Suite 103
Douglas, MI 49406

RE: Westshore PUD Amendment
Preliminary Engineering Review Comments

Dear Sean:

On behalf of the City of Douglas, our office has reviewed the condominium drawings dated January 7, 2026, and received January 16, 2026, for the above referenced project. Our comments regarding the project are as follows:

I. GENERAL

1. The proposed condominium development was divided into four sub-areas. Two of these areas have already been developed – Ferry Street Frontage and Golf View Drive Extension. This amendment proposes to have private streets from McVea Drive with a total of 36 units. (We note the General Notes on C-205 has 38 units noted.) Water main was looped from Golf View Drive (Private) to W. Center Street in 2018.
2. The narrative notes previous environmental studies being completed. This information should be carefully reviewed to see if there are any construction requirements needed, or if there are any long-term impacts for the proposed use in the development. Previous submittals noted that this development would not impact the area of environmental concern.
3. The developer should distribute drawings to the KLSWA and the STFD for their respective reviews and comments.
4. The developer will be responsible for obtaining all permits or regulatory approvals for this development. We note that wetlands are identified in the project area, so any work in the wetlands will require additional permits.
5. The developer will be responsible for all City fees for the project.

II. STREETS AND PEDESTRIAN ACCESS

1. The streets are proposed as private streets. The City has the right to accept or reject private streets. If private streets are allowed, a maintenance agreement must be provided and approved by the City. A performance guarantee is also required. Why is there on the drawings an unlabeled dashed line along the proposed private easement?
2. Street names should be provided on the drawings.

3. Consideration should be given to adding street lights for the public's safety.
4. Streets with ten residential dwelling units shall incorporate a five-foot wide sidewalk on one side of the street.
5. ADA ramps shall be installed at all road crossings for the trail – North end by McVea, south cul-de-sac, and for entrance road at Center Street. The path on Center Street will need to be relocated further from Center Street roadway.
6. It should be verified if guardrails are required at the major drain crossing for construction of the roadway and paths.
7. The entrance at Center Street must have curb and gutter radii and be set back 24 feet from center or Center Street and include tapers. The throat at Center Street must be 32 feet (excluding the curb).
8. Street signs and stop signs shall be shown and provided by the developer.
9. 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. This should be submitted to ACDC for their review.

II. SANITARY SEWER

1. The proposed utility plan includes construction of sanitary sewer from Golf View Drive (Private) and from the pump station located on Center Street.
2. Wastewater from this site would flow to Golf View Drive (Private) and to existing pump station (Pump Station #7) on Center Street. This wastewater would pass through Lift Stations #6 and #1 before the treatment facility. It will need to be discussed with KLSWA if there are any known capacity issues with these pump stations.
3. 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.

III. WATER MAIN

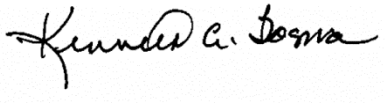
1. The proposed utility plan includes construction of water main that will be looped back to McVea.

2. Individual water services should be shown. It should be shown if additional services are needed for irrigation. The meters and accounts per each unit should be coordinated with the KLSWA.

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. Jack Barr, Nederveld

Sean Homyen

To: Chris Bernhardy; Greg Janik; Kaz Bajc; Mieras, Brandon
Subject: RE: Westshore PUD - Site Plan Review Committee Meeting - 1/22/2026

From: Chris Bernhardy <cbernhardy@saugatuckfire.org>
Sent: Wednesday, February 4, 2026 3:29 PM
To: Sean Homyen <pzadmin@DouglasMI.gov>; Greg Janik <gjanik@saugatuckfire.org>; Kaz Bajc <kaz@klswa.com>; Mieras, Brandon <Mieras@williams-works.com>
Subject: RE: Westshore PUD - Site Plan Review Committee Meeting - 1/22/2026

Sean,

The fire department is overall pleased with the initial plans for the Westshore PUD. We are concerned about the road widths and people parking on the streets, which would impede access. We feel there should be no parking allowed on the streets and No Parking Fire Lane signage throughout the development. There is also a 1,070' run of watermain between streets that does not have any hydrants. We would like to verify that this area is not buildable, thus justifying the absence of hydrants. Finally, we're a bit apprehensive about the spacing between structures but we'll cross that bridge when we get to it. Overall, we're very happy with the secondary access road that connects to McVea and the overall cooperation in moving forward.

Thank you,

Christopher T. Bernhardy
Captain / Fire Inspector
Saugatuck Township Fire District
3342 Blue Star Hwy.
Saugatuck, MI. 49453

Work: 269.857.3000
Cell: 616.218.9245
cbernhardy@saugatuckfire.org

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Email: PZAdmin@douglasmi.gov

WestShore







BDR

Build ▪ Design ▪ Restore

SITE HISTORY

Former Golf Course Use

The property was formerly a golf course. Photographs from the early to mid-1900's show the golf course history of the site. The golf course stopped operating in 2011.







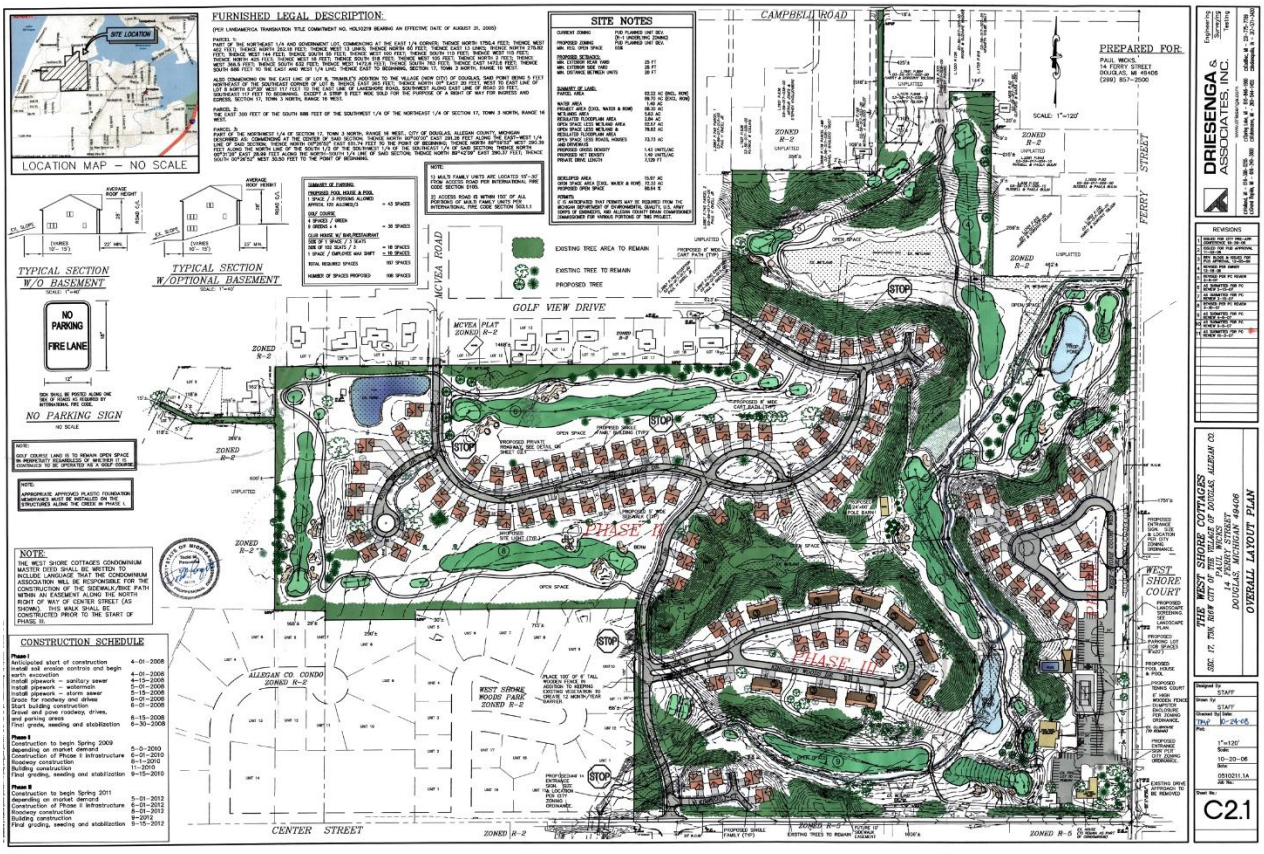


Original Residential PUD Approval

In 2008, Paul Wicks and WS Development, LLC submitted a PUD application for the golf course property that was approved by the City in February 2009. The prior PUD included 126 residential units which corresponds to 1.49 units per acre net density. The prior PUD included preservation of a 9-hole golf course.

The open space conservation easement that was granted to the City across the property with the prior PUD has now been vacated by the City.

Below is a copy of the prior approved PUD plan for reference. The prior PUD was mostly a detached single-family residential condominium product with some attached 2 and 3 unit condominium buildings.



For reference in comparing the current Westshore PUD, this original PUD resulted in the following development summary:

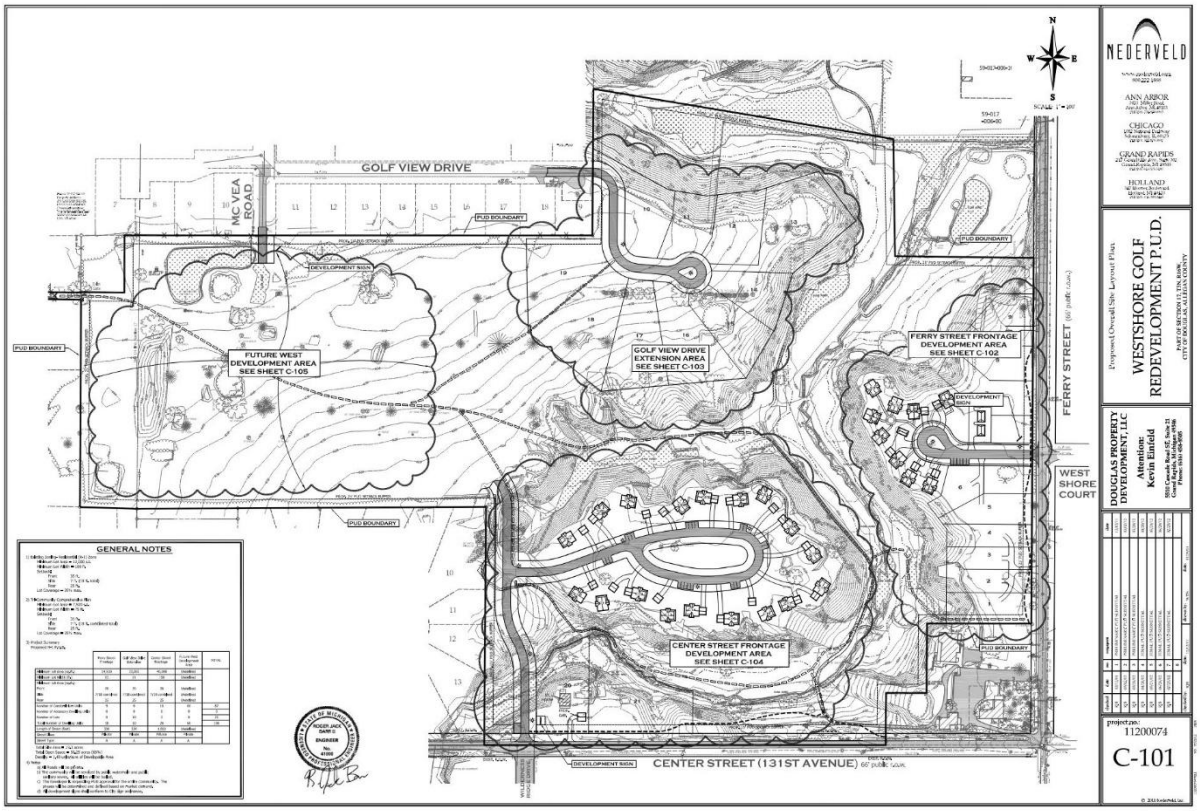
Density = 1.49 units per acre
Open Space = 65%
Gross Area = 92 acres

No part of this original PUD project was ever constructed.

New Residential PUD Approval

In 2011, Douglas Property Development LLC purchased the property and in 2012 they submitted a PUD application for the golf course property that was approved by the City in August 2012. The PUD included 108 residential units (of which only 46 were approved at that time). This corresponds to 1.40 units per acre net density. The PUD included 50.25-acres of open space.

Below is a copy of the 2012 approved PUD plan for reference. The PUD was all detached single-family residential condominium product.



The PUD was divided into four sub-areas. The Ferry Street Frontage Area, the Center Street Frontage Area, Golf View Drive Extension Area and the West Development Area. The Ferry Street Frontage Area and the Golf View Drive Extension areas are complete. The only part of the Center Street Frontage Area that is built are the two lots along the Center Street frontage with one of those lots still being vacant.

This same developer/applicant is now proposing to amend the PUD to develop the West Development Area and the remaining Center Street Frontage Area.

PROJECT TEAM

Owner/Applicant/Developer
Douglas Property Development, LLC
50 Crahen Avenue NE Suite 200
Grand Rapids, MI 49525
p 616.458.8505
Kevin Einfeld keinfeld@bdrinc.com
Ric Dyk rdyk@bdrinc.com
www.bdrinc.com

Planning/Engineering
Nederveld, Inc.
217 Cesar E. Chavez Avenue, SW; Suite 302
Grand Rapids, MI 49503
p 616.575.5190
Jack Barr, PE jbarr@nederveld.com
www.nederveld.com

Legal
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504
p 616.336-6411
Peter Schimdt paschmidt@varnumlaw.com
varnumlaw.com

Environmental
Dixon Environmental Consulting, Inc.
1560 North Taylor Avenue
Grand Rapids, MI 49505
p 616.742.5511
www.dixonenvironmental.com

SITE PLAN REVIEW STANDARDS

Applicant Identification (24.02.01)

Douglas Property Development, LLC
50 Crahen Avenue NE Suite 200
Grand Rapids, MI 49525
p 616.458.8505
Kevin Einfeld keinfeld@bdrinc.com
Ric Dyk rdyk@bdrinc.com

Proof of Ownership (24.02.02)

The vesting deed from the property purchase confirms proof of ownership. A full copy of the three page deed is available if needed.

STATE OF MICHIGAN Allegan County
Joyce A. Watts Register of Deeds
RECORDED
June 08, 2011 12:14:07
Liber 3522 Page 460-462 D.W
FEE $20.00

Liber 3522 Page 460 #2011011538

WARRANTY DEED **Lighthouse Title Inc.**

Date: May 31, 2011

The Grantor(s), Macatawa Bank

whose address is: PO Box 3119
Holland, MI 49424

conveys and warrants to the Grantee(s): Douglas Property Development, LLC, a Michigan Limited Liability Company

whose address is: 5510 Cascade Rd, Suite 21-
Grand Rapids, MI 49546

the following described premises situated in the City of Douglas, County of Allegan, State of Michigan.
SEE EXHIBIT A ATTACHED HERETO

Tax Parcel No. MULTIPLE Common Address: 14 Ferry Street
Douglas MI 49406

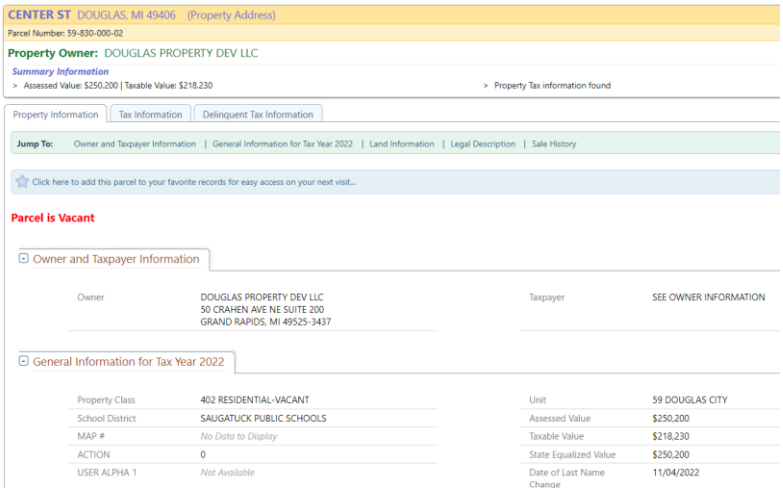
for the sum of: *** (See Real Estate Transfer Valuation Affidavit) ***

subject to easements, use, building, and other restrictions of record, if any.

The Grantor grants to the Grantee the right to make 100% division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "The property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the

In addition, Allegan County records show Douglas Property Development, LLC as the property owner.



There are no purchase options or liens against the property.

Project Impact Statement (24.02.03)

The proposed project is not anticipated to have a detrimental effect on natural resources or utility infrastructure of the City. The proposed project is designed around existing natural land features and environmentally sensitive areas. In addition, the project will preserve at least 60% of the property as conservation open space.

Existing utility infrastructure in the vicinity of the site has the capacity to service the site without burden to existing infrastructure systems. Over the last 10 years the owner/developer has had meetings and correspondence with Kalamazoo Lake Sewer and Water Authority and City staff to discuss infrastructure needs for the development.

In 2018, the developer installed a watermain loop from Center Steet through the deep ravine and north to Golf View between units 18 and 19. This set up a portion of the infrastructure needed for the West Development Area and the Center Street Frontage Area.

Superior Environmental completed a Phase 1 Environmental Site Assessment of the property in 2012. Groundwater contamination is associated with the site from historic groundwater impact upstream to the south of the property. A detailed soil and groundwater management plan is summarized in subsequent sections of this document.

The project is not anticipated to have a detrimental impact relating to local roads or traffic. The proposed PUD amendment will have access to Center Street and Mc Vea Drive in the same way that the original PUD proposed.

Property Identification (24.02.04)

An existing conditions survey plan is included in the PUD amendment plan set. It identifies the property boundaries, boundary dimensions, legal description, and existing site features. It also includes the required drawing scale and north arrow.

Project Description (24.02.05)

The proposed PUD includes approximately 78 acres (76.4 acres excluding ROW). The PUD is a combination of four distinct development areas. These include the Ferry Street frontage area, Golf View Drive extension area, Center Street frontage area, and the West Development area. Below is a summary of each development area.

	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	West Development Area	TOTAL
Minimum Lot Area (sq ft)	14,500	23,000	3,312	3,312	
Minimum Lot Width (feet)	65	21	46	46	
Setbacks (feet)					
Front	20	35	35	35	
Side	7/18 combined	7/18 combined	----	----	
Rear	25	25	25	25	
Minimum Building Separation (feet)	15	----	15	15	
Total Number of Dwelling Units	16	10	17	24	67
Length of Street (feet)	330	530	720	1,200	
Street Class	Private	Private	Private	Private	
Street Type	A	A	A	A	

A total of 67 units are proposed for the entire PUD. This is supported by the base density determination Test Plan discussed in subsequent sections of this document. The net density of the PUD is 0.877 units per acre (67 units on 76.4 acres).

The proposed PUD will include a minimum of 60% of the total PUD land area as open space. The City ordinance requires 65% open space for the PUD. The open space areas will be preserved and placed in conservation easement to the City as required by the ordinance. Pedestrian trails exist within the open space but no other structures or amenities are proposed in the open space.

All the roads within the PUD will be private. A cross-section detail of the proposed road showing the road pavement width and right-of-way width is discussed in subsequent sections of this document.

Natural Features (24.02.06)

Warnock Drain runs through the site and flows from Center Street toward Ferry Street where it outlets to Kalamazoo Lake to the northeast of the property. The drain is typically 4 feet deep and has a defined top of bank. There are regulated wetlands associated with the Warnock Drain corridor. A non-regulated 100-year floodplain is also associated with Warnock Drain and it is

identified on the Natural Features Inventory Map. Based on correspondence with EGLE, this floodplain is not regulated based on the contributing drainage area being less than 2 square miles. Nonetheless, FEMA floodplain inventory maps show a 100-year floodplain across the property but do not identify the elevation.

The west half of the site is fairly level and slopes toward the east. A small irrigation pond is located in the northwest corner of the property, and it will remain.

The east half of the site has steep slopes and ravines that direct runoff toward Warnock Drain. Plateaus at the top of these ravines provide great building sites for the proposed PUD.

The site is mostly open field area with trees and vegetation following the steep slope and ravine areas as well as along former golf fairways. Wooded areas and significant trees are identified on the Natural Features Inventory Map.

A large portion of these natural features is proposed to be preserved as open space as shown on PUD plan sheet P-104.

Existing and Proposed Roads (24.02.07)

The site is bordered to the east by Ferry Street and to the south by Center Street. North of the site is McVea Drive and Golf View Drive. All of these streets are public and controlled by the City. All of these streets have a 66-feet right-of-way with a pavement width of approximately 24-feet. The PUD will connect to all of these existing public streets. The Ferry Street frontage development area (Artisan Row Court) connects to Ferry Street at the intersection with West Shore Court. The Golf View Drive extension development area is an extension of the public portion of Golf View Drive approximately 530 feet to the east for the existing ten lots associated with this area of the project. The West Development Area will connect to McVea Drive and the Center Street Frontage Area will connect to Center Street.

All of the proposed roads within the PUD will be private. The proposed road has a 24-feet pavement width within a 66-foot right-of-way. Bituminous valley gutter curb edge will be provided on both sides of the roads for stormwater collection and control.

Vehicle and Pedestrian Access Plan (24.02.08)

The Ferry Street frontage development area has a private road connection (Artisan Row Court) at the intersection with West Shore Court. The Golf View Drive extension development area is an extension of the public portion of Golf View Drive approximately 530-feet to the east for the proposed ten lots associated with this area of the project. The West Development Area will connect to McVea Drive and the Center Street Frontage Area will connect to Center Street.

All the units except lot 8 on Ferry Street and Condominium unit 27 on Artisan Row Court are provided with at least a 2-stall garage for homeowner parking. Lot 8 does not have a garage and unit 27 on Artisan Row Court has a 1 stall garage. Guest parking is provided in driveways for each unit. Total vehicle parking for the PUD is as follows:

Parking Type	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	West Development Area	TOTAL
Garage	29	20	34	48	131
Driveway	32	20	34	48	134
Public Parking Areas	0	0	4	0	4
TOTAL	61	40	72	96	269

Pedestrian trails are existing through the development. The developer has already constructed approximately 5,600 lineal feet of gravel trails within the PUD and approximately 2,000 lineal feet of paved path along Ferry Street and Center Street.

No sidewalks along the private streets are proposed.

Vicinity Land Uses (24.02.09)

The vicinity of the site is developed primarily with low to medium density single-family residential homes. The property is bordered to the east by Ferry Street and to the south by Center Street. North of the site is Golf View Drive and McVea Drive which are residential streets with single-family homes. To the southwest are West Shore Woods and Wildwood Lane single-family developments. South of Center Street is Wilderness Ridge single-family development.

A Vicinity Land Use Map showing adjacent uses and zoning is included in this PUD amendment plan set.

Utility Service Plan (24.02.10)

The Ferry Street frontage development area is serviced with sanitary sewer and watermain off the existing utility lines in Ferry Street. The lots that have direct frontage on Ferry Street are serviced by private sanitary laterals and water lines off the existing main lines in Ferry Street. The condominium units at the end of Artisan Row Court are serviced by utility mains that the developer constructed in 2013 that are within the private road.

The Golf View Drive extension area is serviced with sanitary sewer from the existing sanitary sewer that runs across the property from Ferry Street to Golf View Drive. Water service for this area is provided by an extension of existing watermain in Golf View Drive that the developer completed in 2013.

The West Development area will be serviced with sanitary sewer from the existing sanitary sewer that ends at the back of lots 18 and 19 on the Golf View Drive extension. Watermain for this area will be looped from McVea Drive to the watermain at the back of lots 18 and 19 on the Golf View Drive extension.

The Center Street Frontage Area will be serviced with sanitary sewer from the existing lift station on Center Street and with water from the existing watermain that the developer constructed in 2014 that extends from Center Street to Golf View Drive

Stormwater management facilities for the proposed PUD are described elsewhere in the document.

The entire PUD will be serviced by buried electric, gas and telephone lines.

Accessory Structure (24.02.11)

No non-residential accessory buildings are/will be proposed for the PUD. Street signs at private street intersections are/will be provided. The developer has already installed one development sign at Artisan Row Court for the Ferry Street Frontage Area and development signs will be added at McVea Drive and Center Street.

Landscape Plan (24.02.12)

Existing wooded areas and individual trees will be selectively removed only as necessary for construction of the roads, utilities, driveways, sidewalks, buildings and view corridors. Mass tree clearing of the site is not proposed. The intent is to leave the existing vegetation and character of the site to the extent possible.

The perimeter of the PUD provides the required 25-feet setback buffer. No fencing, berming or tree planting within the 25-feet setback buffer is proposed.

On Ferry Street and Center Street, the developer planted deciduous trees to supplement existing wooded areas to provide the required buffer.

The landscape plan shows the general landscaping to be provided around each condominium building.

The entire PUD will include a minimum of 60% open space. Refer to PUD plan sheet P-104. The City ordinance requires 65% open space for the PUD. The open space areas will be preserved and placed in conservation easement to the City as required by the ordinance. Pedestrian trails exist within the open space but no other structures or amenities are proposed in the open space.

There is an existing soil stockpile on the west side of the property, which was likely created when the irrigation pond in the northwest property corner was excavated for the golf course. This soil stockpile will be relocated to the west property line.

Storage Facility (24.02.13)
No storage facilities are proposed in the PUD.

Stormwater Management Plan (24.02.14)
On-site stormwater pretreatment is proposed for the West Development Area and Center Street Frontage Area as shown on the PUD amendment plans.

Site Lighting (24.02.15)
Street lighting is not proposed.

The development signs at the entrances may have lighting.

Construction Permit Identification (24.02.16)
Permits required before construction starts include the following:

Permit	Approving Agency
Soil Erosion & Sedimentation Control Permit	County
NPDES Stormwater Discharge Permit	State EGLE
Sanitary Sewer Construction Permit	State EGLE
Watermain Construction Permit	State EGLE
Wetland Crossing Permit	State EGLE

Project Completion Schedule (24.02.17)
The roads and utility infrastructure for the Ferry Street frontage area and the Golf View Drive extension area were built in 2013 by the developer.

The West Development Area and the Center Street Frontage Area proposed for this PUD amendment will be constructed in 2026, pending all approvals and permits.

Compliance with the Tri-Community Plan (24.02.18)
The 2016 Tri-Community Master Plan designates this area of the City for medium to high density single and multi-family residential uses. The 2016 City Master Plan designates the property as Suburban single-family detached housing at up to 4 units per acre. The proposed PUD will be lower density than both of these master plans and will be in conformance with the objectives of the plans by preserving 60% open space.

Professional Seal (24.02.20)
The professional engineer's seal of the plan preparer is included on all the drawings as required.

Soil and Groundwater Management Plan (24.02.21)
A Soil Management Plan (relating to environmental contamination) is not necessary for this PUD. The unsaturated soil was not impacted, and the future plans do not intend to remove soil from the subject property. In addition, based on the preliminary design details, the development activities do not intend to encroach upon the impacted groundwater at the subject site. Under the current design, the impacted groundwater will remain in-place and undisturbed. A narrative summary of the environmental conditions and the assessments are provided below.

Based on historical groundwater monitoring results and prior environmental due diligence investigations, the subject site was confirmed as a "facility" under Michigan Public Act 451, Part 201, as amended. The contamination relates to halogenated volatile organic compounds (VOCs), specifically tetrachloroethene, trichloroethene and vinyl chloride, which have only impacted the groundwater on portions of the subject site and a portion of the Warnock Drain. The VOCs were released prior to the 1970's from Chase Manufacturing Corporation (aka Haworth Douglas Plant), which was at the intersection of Ferry Street and Blue Star Highway (approximately 1/4 mile southeast of the PUD site). The VOC contamination migrated with the groundwater under the southeastern portion of the subject site. Warnock Drain appears to serve as a discharge point for the VOC impacted groundwater. Remediation activities took place by EGLE starting in 2004 and have now been completed according to EGLE.

Prior environmental due diligence investigations included soil sampling across the former golf course area. The investigation focused on the herbicide and pesticide storage and application areas, maintenance areas and fueling management areas used by the former golf course operators. Based on the sampling results, no significant impact was identified, and the former operations of the golf course did not appear to impact the PUD property.

Previous investigations have also been conducted to assess certain due care exposure risks. Dixon Environmental Consulting previously conducted a soil vapor survey over the buildable portion of the site that is situated above the VOC groundwater plume in the southeastern portion of the subject site. The vapor data results supported that concentrations were approximately 100 times less than the relevant residential screening criteria. In addition, certain metals inherent to pesticide use were assessed in the shallow soils across the golf course property. None of the data exceeded the residential use screening criteria. A comprehensive Due Care Analysis and Plan was prepared by Dixon to consider the construction activities and residential use of the property and this plan has been followed as homes have been built within the PUD.

PUD STANDARDS

PUD ELIGIBILITY CRITERIA

Recognizable and Substantial Benefit (27.03.01)
The primary recognizable and substantial benefit of this PUD is the preservation of a minimum of 60% of the site as permanent open space and conservation easement area. This property is one of the largest undeveloped areas in the City. Using only 40% of the site for development will help ensure the character of the community. The preservation of this area would not be possible with traditional development forms.

In addition, the approximately 5,600 lineal feet of public pedestrian trails that are existing through the project will be a substantial benefit to the community as well as the public pedestrian paths that this developer constructed along the Ferry Street frontage and Center Street frontage.

Minimum Area and Density (27.03.02)
The entire PUD includes a total of 78 acres which meets the minimum area requirement of the PUD. The total number of units determined by the Test Plan is 108. The total number of units proposed for the PUD is 67, therefore the overall density of PUD is not exceeding that permitted within the underlying zone district.

Availability and Capacity of Public Services (27.03.03)
Based on prior correspondence with City staff and KLSWA, the existing utility system has capacity for the proposed PUD.

Compatibility with the Tri-Community Master Plan (27.03.04)
The Tri-Community Master Plan designates this area of the City for medium to high density single and multi-family residential uses. The proposed PUD will be lower density than the Tri-Community Master Plan anticipated and will be in conformance with the objectives of the plan by preservation of 60% open space.

Compatibility with the PUD Intent (27.03.05)
The intent of the PUD ordinance is to "…achieve integration of the proposed land development project with the characteristics of the project area. The permanent preservation of open space, natural areas and the existing small town rural character of Douglas are major objectives…" The proposed PUD complies with this intent.

Economic Impact (27.03.06)
The proposed PUD will be harmonious with existing surrounding land uses and will not impede the continued use or development of surrounding properties. The proposed PUD is substantially similar in character to existing surrounding land use patterns.

Unified Control of Property (27.03.07)
The West Development Area and the Center Street Frontage Area proposed for this PUD amendment are under unified control by the applicant, Douglas Property Development, LLC

Dedication of Utilities and Roads (27.03.08)
Utility easements will be conveyed to the City for future maintenance of the watermain and sanitary sewer systems.

All the roads within the PUD are private and will be built in accordance with the private road ordinance for material thicknesses.

PUD PROJECT DESIGN STANDARDS

Location (27.04.01)
PUD projects are allowed in any zoning district, so the proposed PUD meets this design standard.

Compatibility with Adjacent Uses (27.04.02)
The architecture of the proposed PUD buildings will be consistent in mass and style with surrounding homes. In addition, the placement of the buildings on the site plateaus and preservation of the ravine area will provide screening and buffering of the proposed PUD buildings from adjacent uses. The existing wooded areas and mature trees along with the trees the developer has already planted along the Ferry Street and Center Street frontages provide additional screening and buffering.

Permitted Uses (27.04.03)
The only use permitted with the proposed PUD is single-family residential which is consistent with the underlying R-1 zone district.

Applicable Base Regulations (27.04.04)
In 2012 the PUD was granted two deviations from the underlying R-1 zone district for lot size and building setback as summarized below.

	Underlying R-1 Zone	Proposed PUD
Lot Width (feet)	100	**21** (Unit 13 at 702 Golf View Drive)
Setbacks (feet)		
Front	35	**17** (Unit 29 at 554 Artisan Row Court)

All other lot and building requirements of the underlying R-1 zone district will be followed.

In 2012 the PUD was also granted a deviation from the accessory structure placement standards in the Zoning Ordinance. The Zoning Ordinance requires unattached garages and accessory structures to be located behind the front of the home. The PUD was allowed the following unattached garage placement:

> Ferry Street Frontage Area – unattached garages must be at least 100-feet from the centerline of Ferry Street for lots 1 thru 5, 7 and 8 and the overhead garage doors shall not face east toward Ferry Street. An unattached garage for lot 6 must be at least 75-feet from the centerline of the proposed private road. An unattached garage for lot 9 must be at least 70-feet from the centerline of Ferry Street and the overhead garage doors shall not face east toward Ferry Street.

Golfview Drive Extension Area – unattached garages must be at least 100-feet from the centerline of the proposed private road.

Center Street Frontage Area – unattached garages must be at least 70-feet from the centerline of Center Street for lots 20 and 21 and the overhead garage doors shall not face south toward Center Street.

No additional deviations to the accessory structure placement standards are proposed for this PUD amendment.

Regulatory Flexibility (27.04.05)
As described above, in 2012 the PUD was granted deviations from the ordinance for lot width, front yard setback and accessory structure placement. All other provisions of the zoning ordinance will be followed by the PUD and no additional deviations are proposed for this amendment.

Residential Density (27.04.06)
A Test Plan consistent with the underlying R-1 zone district was prepared and approved by the City in 2012. The purpose of this plan was to determine the base density of the PUD. The Test Plan demonstrated that 108 lots could be built on the PUD site.

Permitted Mix of Uses (27.04.07)
There are no non-residential components for this PUD. All uses within the PUD will be single-family residential.

Open Space Requirements (27.04.08)
The proposed PUD includes a minimum of 60% open space. The City ordinance requires 65% open space for the PUD. The open space areas will be preserved and placed in conservation easement to the City as required by the ordinance. Pedestrian trails are proposed within the open space, but no other structures or amenities are proposed in the open space.

Frontage and Access (27.04.09)
The site is bordered to the east by Ferry Street and to the south by Center Street. North of the site is McVea Drive and Golf View Drive. All of these streets are public and controlled by the City. All of these streets have a 66-feet right-of-way with a pavement width of approximately 24-feet. The Ferry Street frontage development area has a private road connection at the intersection with West Shore Court. The Golf View Drive extension development area was an extension of Golf View Drive approximately 530-feet to the east for the ten lots associated with this area of the project. The West Development Area and the Center Street Frontage Area subject to this PUD amendment will connect to McVea Drive and Center Street.

All of the proposed roads within the PUD are private. The PUD roads have a 24-feet pavement width within a 66-feet right-of-way. Bituminous valley gutter curb edge is provided for stormwater collection and control.

Utilities (27.04.10)
All utilities within the PUD will be placed underground.

Privacy of Dwelling Units (27.04.11)
Existing topography and mature trees will provide buffering and privacy for both the PUD buildings and the existing surrounding uses. The majority of the buildings in the PUD are setback a significant distance from the PUD boundary and buffered by both topography and vegetation.

Emergency Access (27.04.12)
The PUD road network provides access for emergency vehicles. The roads are designed to provide a minimum subgrade gravel base width of 26-feet in order to provide support for emergency vehicles in accordance with the Fire Code. Paved cul-de-sac turn arounds at the end of dead end streets are provided and are designed in accordance with the Fire Code.

Pedestrian and Vehicular Circulation (27.04.13)
The Ferry Street Frontage Area has a private road connection at the intersection with West Shore Court. The Golf View Drive Extension Area has an extension of Golf View Drive approximately 530-feet to the east for the existing ten lots associated with this area of the project. The West Development Area and the Center Street Frontage Area will connect to McVea Drive and Center Street.

Pedestrian trails already exist through the development. The developer already constructed approximately 5,600 lineal feet of public pedestrian trails within the PUD and paved public pedestrian paths along the Ferry Street frontage and Center Street frontage.

No formal sidewalks along the private streets are proposed.

Maximum Height (27.04.14)
Maximum building height within the PUD will be consistent with the underlying R-1 zone district.

Minimum Spacing (27.04.15)
Minimum spacing between detached buildings within the PUD will be 15-feet in accordance with the PUD ordinance requirement. Eaves will be allowed to project no more than 24” outside the building envelope area so that eave to eave distance between adjacent buildings would be no

less than 11-feet. This is compared to the City R-1 district setback requirement of 7' minimum and allowed projection of 36" for eaves and overhangs.

Building Length (27.04.16)
No multi-family buildings are proposed for the PUD. No building in the PUD will be longer than 120-feet as required by the PUD ordinance.

Sensitive Natural Features (27.04.17)
All sensitive natural features of the site will be preserved as open space within the PUD. The Warnock Drain corridor, existing wetland areas, existing floodplain areas and steep slope areas will all be preserved.

Buffer Zone Along Streams (27.04.18)
There is an existing 65-feet drainage easement to the County Drain Commission over Warnock Drain. All of the proposed buildings and lots within the PUD are setback at least 80-feet from the drain.

Buffer Zone Along Property Lines (27.04.19)
A 25-feet PUD buffer setback is proposed around the entire PUD.

Parking Areas (27.04.20)
Homeowner and guest parking for the PUD is provided by garages and driveways. Most driveways within the PUD are at least 35-feet long which can accommodate two cars per driveway.

Common Property (27.04.21)
The open space and private road easement areas will be general common elements of the PUD and condominium. These areas will be designated on the condominium master deed & by-laws.

Easements Across Common Property (27.04.22)
Easement for sanitary and watermain utilities will be granted to the City over and across the PUD to provide for future maintenance of said utilities. In addition, public pedestrian access easements have already been granted to the City for the paths on Center Street, Ferry Street and through the development from Center Street to Lake Shore Drive.

ADDITIONAL PUD INFORMATION

Building Footprint Flexibility

The PUD amendment plan shows building envelopes rather than specific house footprints for the West Development Area and the Center Street Frontage Area. This will provide the developer with flexibility to design and locate the homes as needed based on topography, views, vegetation, etc. The minimum distance between units in the West Development Area and the Center Street Frontage Area is 15-feet.

Each of the homes in the West Development Area and the Center Street Frontage Area will be custom or semi-custom built and therefore the size, shape and design of each building will vary but will be contained with the proposed building envelope shown on the PUD amendment plans.

Common Area Maintenance

Common yard areas in and around the condominium units will be identified within the condominium master deed and bylaws as general common element. These areas will be maintained by an outside lawn service hired by the condominium association.

Final Construction Plans for Road and Utilities

Construction plans for roads and utilities will be prepared by the developer's engineer and provided to the City and Kalamazoo Lakes Sewer and Water Authority for review and approval prior to start of construction of the West Development Area or Center Street Frontage Area. All necessary construction permits for site infrastructure will be obtained prior to the start of construction. Water and sewer utility easements will also be provided to the City prior to final close out and acceptance of the West Development Area or Center Street Frontage Area.

Following infrastructure construction of the West Development Area and Center Street Frontage Area, but no later than 4 months after completion of construction, the developer will provide the City with utility as-built record plans.

Phasing of Development and Improvements

The private roads and utility infrastructure for the West Development Area and Center Street Frontage Area will be constructed in 2026.

Summary of Variances from PUD Approved in 2012

The following page summarizes the variances or changes to the PUD plan that was approved in 2012.

Area and Items	Original Approved PUD Plan dated 07/25/12	Existing PUD as Constructed to Date	Proposed PUD Amendment Plan dated 01/28/26	Notes
Center Street Frontage Area				
Number of Units	20	2	15	Total unit count for the Center Street Frontage Area would be 17 if this PUD amendment is approved
West Development Area				
Number of Units	60	0	24	Total unit count for the West Development Area would be 24 if this PUD amendment is approved
Open Space Area (acres)	37.7	0	47.4	This proposed PUD amendment would not reduce the open space below 60%
Total Area (acres)	18.25	0	46	

Planned Unit Development Application

The Village of Friendliness – Since 1870

Applicant Information

Company Name: Douglas Property Dev LLC Applicant Name: Ric Dyk

Phone Number: 616-291-0262 Email Address: rdyk@bdrinc.com

Mailing Address / PO Box 50 Crahen Ave, NE, Ste 200 City: Grand Rapids State: MI Zip: 49525

Property Information

Owner/Agent Name: same as applicant

Phone Number: _____ Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Parcel Number: 03-59-830-000-02 Property Size: 46 Ac +/- Zoning District: PUD

Project Information

Proposed Overlay District: n/a

Describe the proposed Planned Unit Development Requested:

Proposed PUD Amendment.

☑ **Yes, I have read the City of Douglas Zoning Ordinance Article 27 Planned Unit Development**

Richard Dyk 12/30/25

Signature of Applicant Date

FOR INTERNAL USE ONLY

CITY OF DOUGLAS ZONING REVIEW

Approved ☐ Conditional Approval ☐ Denied ☐ Permit Number _____

Rationale _____ Fee Paid ☐ Application Complete ☐

Plans reviewed by Planning Commission on: _____ Approved on: _____ (Attach Minutes)

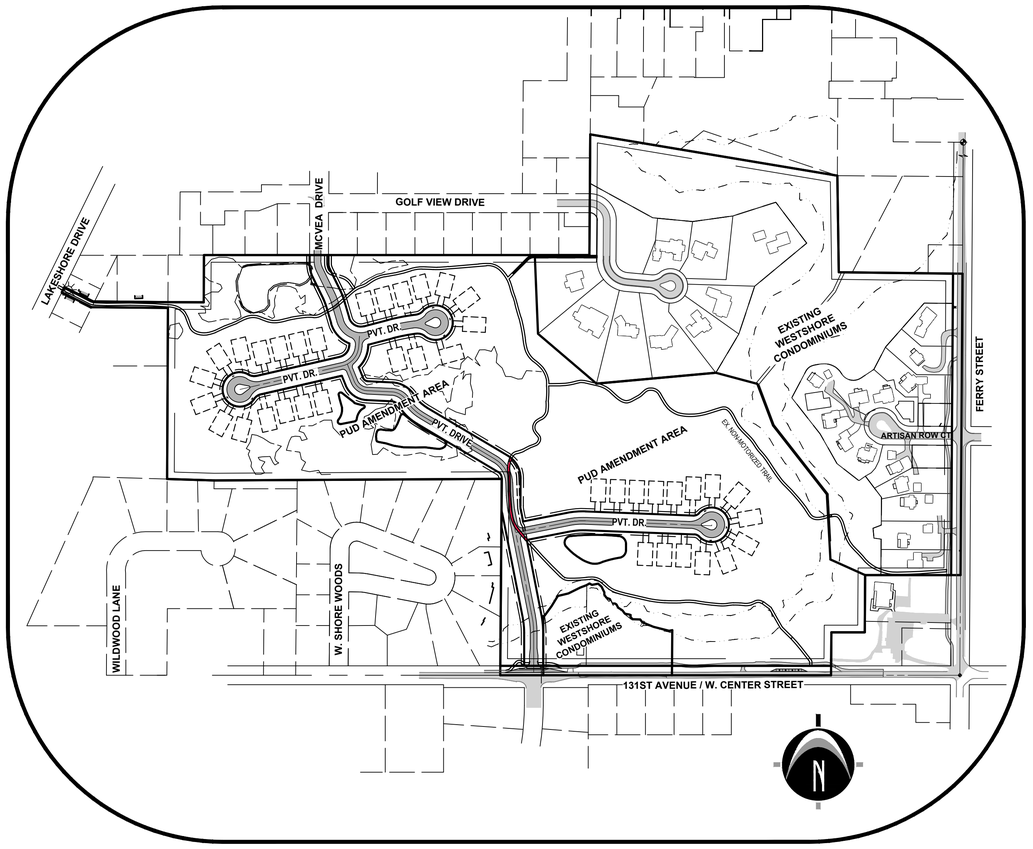
_____

Signature of Planning & Zoning Administrator *Date*

WESTSHORE
PUD AMENDMENT
CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



LOCATION MAP
NOT TO SCALE



DESIGN TEAM

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OVERALL PUD DESCRIPTION

Part of the Northeast 1/4 of Section 17, T3N, R16W, City of the Village of Douglas, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N90°00'00"W 450.00 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence N90°00'00"W 1155.80 feet along the East-West 1/4 line of said Section; thence N00°27'10"E 686.05 feet; thence S89°41'57"W 1004.98 feet (the previous two courses being along the boundary and boundary extended of West Shore Woods Condominiums, Allegan County Records); thence N88°20'23"W 164.17 feet along the boundary of Wildwood Lane Condominiums, Allegan County Records; thence N00°17'10"E 597.78 feet; thence N89°23'53"W 266.04 feet to the Easterly line of Lot 8, Trumbull's Addition to the Village of Douglas, Allegan County Records; thence N63°36'10"W 117.13 feet parallel with the Southerly line of said Lot 8; thence N26°11'58"E 20.00 feet along the Westerly line of said Lot 8; thence S63°36'10"E 112.61 feet; thence S89°23'53"E 261.35 feet; thence S89°59'26"E 125.00 feet; thence N00°17'10"E 164.97 feet; thence S89°59'26"E 1346.32 feet; thence N00°25'11"E 421.70 feet (the previous two courses being along the boundary of McVea Plat, Allegan County Records); thence S80°31'00"E 874.96 feet; thence S00°53'13"E 337.43 feet; thence S89°17'50"E 431.89 feet; thence S00°21'57"W 1052.88 feet along the North-South 1/4 line of said Section; thence N90°00'00"W 333.00 feet; thence S00°21'57"W 200.00 feet; thence N90°00'00"W 117.00 feet; thence S00°21'57"W 150.00 feet to the Point of Beginning. Subject to highway right of way for 131st Avenue over the South 33.00 feet thereof and for Ferry Street over the East 33.00 feet thereof.
Contains 78 acres more or less.
PP# 03-59-830-000-02

EXISTING WESTSHORE CONDOMINIUMS DESCRIPTION

Part of the Northeast 1/4 of Section 17, Town 3 North, Range 16 West, City of the Village of Douglas, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N00°21' 57"E 350.00 feet along the East line of said Section to the Point of Beginning; thence N90°00'00"W 333.00 feet parallel with the East-West 1/4 line of said Section; thence N65°57'24"W 133.18 feet; thence N03°04'08"W 228.39 feet; thence N38°02'56"W 305.04 feet; thence N20°43'28"W 155.47 feet (the previous three courses being along the centerline of the Drainage Easement, recorded in Liber 3051, Page 506, Allegan County Records); thence N75°00'51"W 149.85 feet; thence S84°48'49"W 418.89 feet; thence N49°30'10"W 268.35 feet; thence N02°23'54"W 275.19 feet; thence S89°59'26"E 190.93 feet; thence N00°25'11"E 421.70 feet (the previous two courses being along the boundary of McVea Plat, Allegan County Records); thence S80°31'00"E 874.96 feet; thence S00°53'13"E 337.43 feet; thence S89°17'50"E 431.89 feet; thence S00°21'57"W 1052.88 feet along the East line of said Section to the Point of Beginning.

Also, commencing at the East 1/4 corner of said Section; thence N90°00'00"W 1005.80 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence N00°27'10"E 140.00 feet to Reference Point A; thence N00°27'10"E 17 feet, more or less, to the centerline of a drain; thence Northwesterly and Southwesterly 577 feet, more or less, along said centerline to a line bearing N00°00'00"E from Reference Point B, said Reference Point B being N72°47'35"W 170.00 feet, N51°10'45"W 175.00 feet and S56°26'58"W 182.38 feet from Reference Point A; thence S00°00'00"W 7 feet, more or less, to said Reference Point B; thence S00°00'00"W 199.20 feet; thence S90°00'00"E 449.62 feet along said East-West 1/4 line to the Point of Beginning.

Contains 32 acres more or less. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Ferry Street over the most Easterly 33 feet thereof. Also subject to highway right-of-way for 131st Avenue over the most Southerly 33 feet thereof.

PROPOSED PUD AMENDMENT AREA DESCRIPTION

Part of the North 1/2 of Section 17, Town 3 North, Range 16 West, and part of Lot 8 of Trumbull's Addition to the Village of Douglas, as recorded in Liber 3 of Plats, Page 6, City of Douglas, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N90°00'00"W 450.00 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence N90°00'00"W 555.80 feet along said East-West 1/4 line; thence N00°27'10"E 140.00 feet to Reference Point A; thence N00°27'10"E 17 feet, more or less, to the centerline of a drain; thence Northwesterly and Southwesterly 577 feet, more or less, along said centerline to a line bearing N00°00'00"E from Reference Point B, said Reference Point B being N72°47'35"W 170.00 feet and S56°26'58"W 182.38 feet from Reference Point A; thence S00°00'00"W 7 feet, more or less, to said Reference Point B; thence S00°00'00"W 199.20 feet; thence N90°00'00"W 150.38 feet along the East-West 1/4 line of said Section; thence N00°27'10"E 686.05 feet; thence S89°41'57"W 1004.98 feet (the previous two courses being along the boundary and boundary extended of West Shore Woods Condominiums, Allegan County Records) to the North-South 1/4 line of said Section; thence N88°20'23"W 164.17 feet along the boundary of Wildwood Lane Condominiums, Allegan County Records; thence N00°17'10"E 597.78 feet; thence N89°23'53"W 266.04 feet to the Easterly line of Lot 8, Trumbull's Addition to the Village of Douglas, Allegan County Records; thence N63°36'10"W 117.13 feet parallel with the Southerly line of said Lot 8; thence N26°11'58"E 20.00 feet along the Westerly line of said Lot 8 also being the Southeast line of Lakeshore Drive; thence S63°36'10"E 112.61 feet; thence S89°23'53"E 261.35 feet; thence S89°59'26"E 125.00 feet; thence N00°17'10"E 164.97 feet; thence S89°59'26"E 1155.39 feet along the boundary of McVea Plat, Allegan County Records; thence S02°23'54"E 275.19 feet; thence S49°30'10"E 268.35 feet; thence N84°48'49"E 418.89 feet; thence S75°00'51"E 149.85 feet; thence S20°43'28"E 155.47 feet; thence S38°02'56"E 305.04 feet; thence S03°04'08"E 228.39 feet (the previous three courses being along the centerline of the Drainage Easement, recorded in Liber 3051, Page 506, Allegan County Records); thence S65°57'24"E 133.18 feet; thence S00°21'57"W 200.00 feet parallel with the East line of said Section; thence N90°00'00"W 117.00 feet parallel with the East-West 1/4 line of said Section; thence S00°21'57"W 150.00 feet to the Point of Beginning. Contains 46 acres more or less. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for 131st Avenue over the most Southerly 33 feet thereof.

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ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal
Drawn: JW/DC Checked: RJB Date: 01.07.2026
Title: Amended PUD Re-Submittal
Drawn: JW/DC Checked: RJB Date: 01.28.2026

WESTSHORE PUD AMENDMENT

Cover Sheet

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-100

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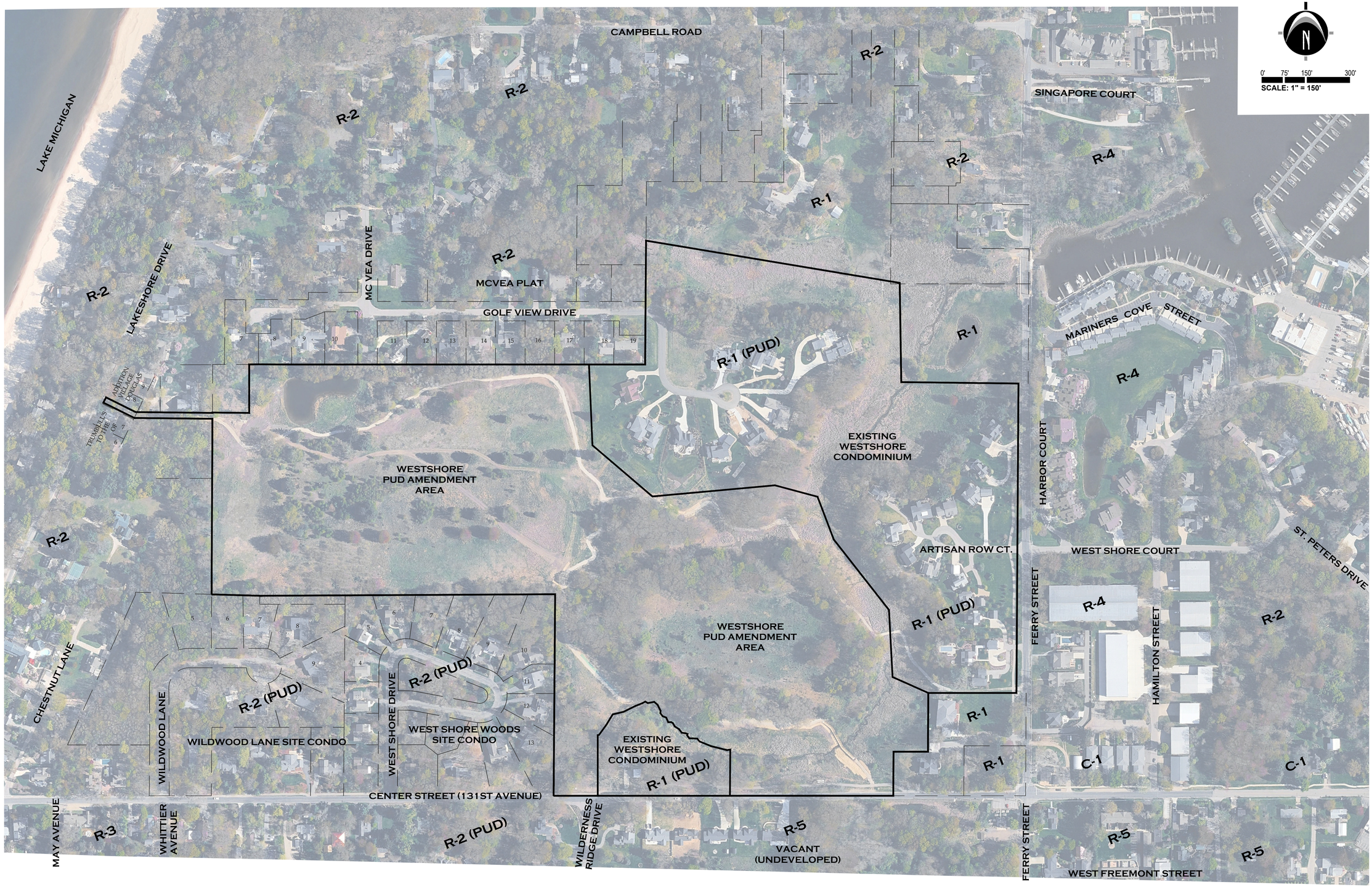

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WESTSHORE PUD AMENDMENT

Aerial Photograph & Vicinity Land Use Map

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

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25202094

SHEET NO:
C-101

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LEGEND

- Catch Basin - Round
- Catch Basin - Square
- Cable Riser
- Culvert
- Electric Meter
- Electric Riser
- Gas Meter
- Hydrant
- Light Pole
- Manhole
- Phone Riser
- Sanitary Sewer Manhole
- Transformer
- Water Valve
- Underground Electric
- Gas
- Sanitary
- Storm
- Watermain
- Tree
- Deciduous Tree
- Evergreen Tree
- Asphalt
- Concrete
- Wetlands
- Existing Tree To Be Removed

0' 50' 100' 200'

SCALE: 1" = 100'

NOTE:
EXISTING WOODED AREAS AND INDIVIDUAL TREES WILL BE SELECTIVELY REMOVED ONLY AS NECESSARY FOR CONSTRUCTION OF ROADS, UTILITIES, SIDEWALKS AND BUILDINGS. MASS TREE CLEARING OF THE SITE IS NOT PROPOSED.



Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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WESTSHORE PUD AMENDMENT

Natural Features Inventory Map

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

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PROJECT NO:
25202094

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C-102

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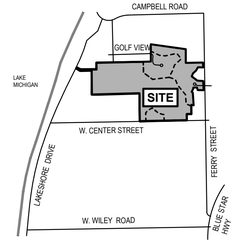
LEGEND

AC Air Conditioner	Hydrant	UE Underground Electric	Overall PUD Boundary (78 acres)
Benchmark / Control Point	Light Pole	G Gas	
Catch Basin - Round	Manhole	SS Sanitary	
Catch Basin - Square	Phone Riser	ST Storm	
C Cable Riser	Section Corner	W Watermain	
Culvert	Sign	Tree	
EM Electric Meter	S Sanitary Sewer Manhole	Asphalt	
E Electric Riser	TR Transformer	Concrete	
GM Gas Meter	WV Water Valve	Wetlands	

N

0' 50' 100' 200'

SCALE: 1" = 100'



LOCATION MAP
NOT TO SCALE

59-017-013-00

S80°31'00"E 874.96'

GOLF VIEW DRIVE

LAKESHORE DRIVE

OVERALL PUD BOUNDARY

S89°59'26"E 1150.39'

190.93'

N00°17'10"E 164.97'

S89°59'26"E 125.00'

S63°36'10"E 117.65'

S89°23'53"E 261.35'

N89°23'53"W 266.04'

N63°36'10"W 117.13'

EXISTING GRAVEL ACCESS DRIVE

POND

EXISTING TRAIL

WETLAND

EXISTING SOIL STOCK PILE AREA TO BE RELOCATED TO WEST PROPERTY LINE

N00°17'10"E 597.78'

N88°20'23"W 164.17'

S89°41'57"W 1004.98'

WILDWOOD LANE CONDOMINIUMS

WEST SHORE WOODS CONDOMINIUMS

Existing House

N00°21'10"E 686.05'

Existing Well Station

N00°21'10"E 275.19'

N00°23'54"W 95.39'

N60°36'10"W 266.39'

PROPERTY BOUNDARY

S64°48'49"E 418.89'

N75°00'31"W 139.86'

N01°43'26"W 154.63'

N39°01'58"W 380.08'

EXISTING GRAVEL TRAIL

WETLAND

DOUGLAS PROPERTY DEV LLC
CENTER ST
59-830-000-02
R-1 RESIDENTIAL DISTRICT

EXISTING TRAIL

DRAIN EASEMENT PER LIBER 3051, PAGE 506

100 YEAR FLOODPLAIN

WETLAND

WARNOCK COUNTY DRAIN

EXISTING WETLAND BOUNDARY

OVERALL PUD BOUNDARY

EXISTING NON-MOTORIZED PATH

N90°00'00"W 555.80'

N90°00'00"W 150.38'

EX. 12" WATERMAIN

EX. 12" WATERMAIN

E-W 1/4 LINE SEC. 17

131st AVENUE/W. CENTER STREET

N90°00'00"W 450.00'

E 1/4 CORNER SECTION 17, T3N, R16

S00°21'57"E 397.43'

S89°17'50"E 431.89'

WESTSHORE CONDOMINIUMS

OPEN SPACE

SEDIMENT BASIN

EXISTING NON-MOTORIZED PATH

ARTISAN ROW CT.

S00°21'57"E 390.00'

N03°00'00"W 228.38'

N63°37'27"W 133.18'

N90°00'00"W 333.00'

S00°21'57"E 390.00'

N00°21'57"E 390.00'

59-017-031-31

59-017-031-30

59-017-031-20

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WESTSHORE PUD AMENDMENT

Existing Site Conditions & Survey Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-201

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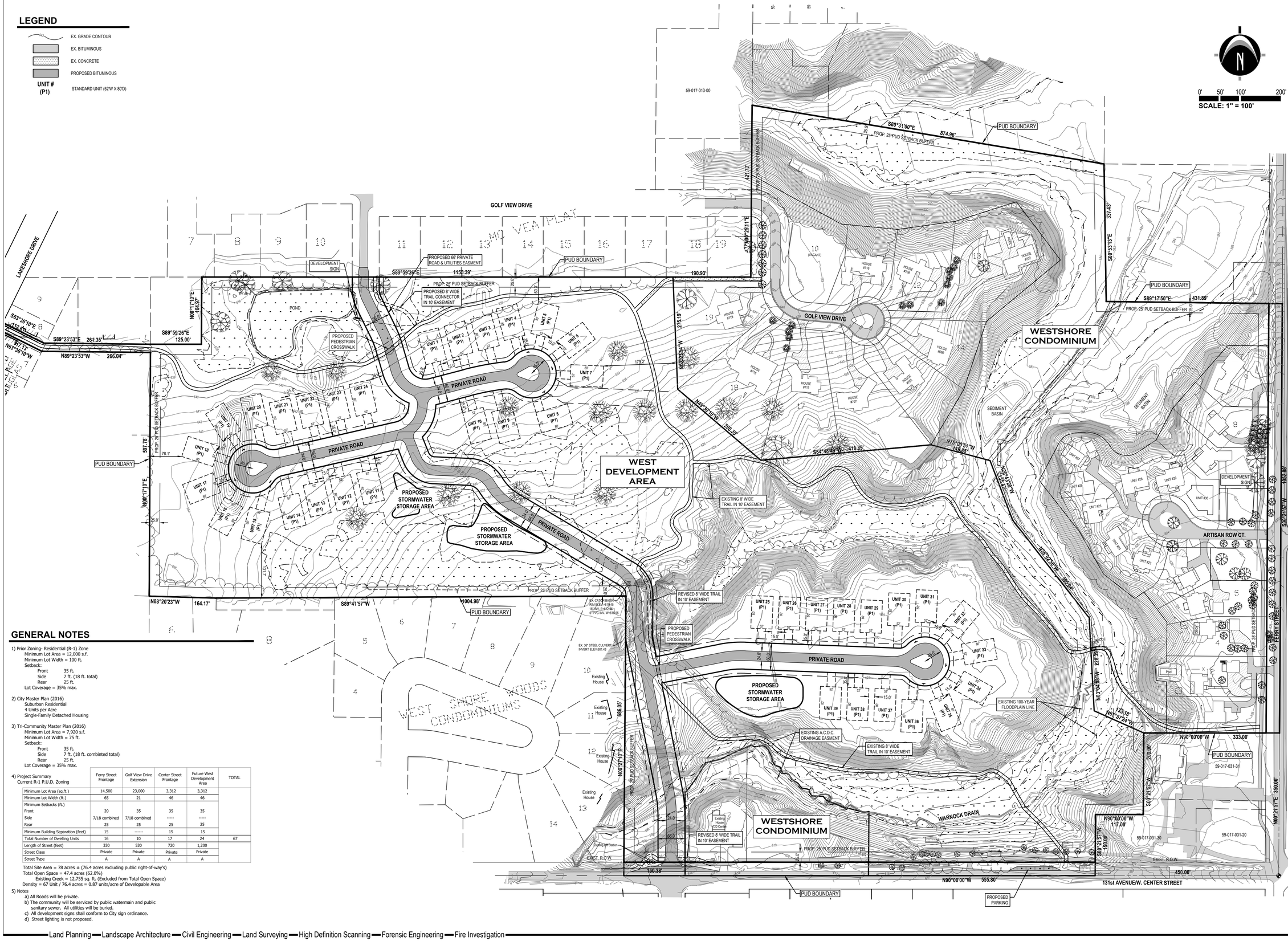
LEGEND

- EX. GRADE CONTOUR
- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS
- UNIT # (P1) — STANDARD UNIT (52'W X 80'D)

0' 50' 100' 200'

SCALE: 1" = 100'



GENERAL NOTES

1) Prior Zoning- Residential (R-1) Zone
   - Minimum Lot Area = 12,000 s.f.
   - Minimum Lot Width = 100 ft.
   - Setback:
     - Front 35 ft.
     - Side 7 ft. (18 ft. total)
     - Rear 25 ft.
   - Lot Coverage = 35% max.

2) City Master Plan (2016)
   - Suburban Residential
   - 4 Units per Acre
   - Single-Family Detached Housing

3) Tri-Community Master Plan (2016)
   - Minimum Lot Area = 7,920 s.f.
   - Minimum Lot Width = 75 ft.
   - Setback:
     - Front 35 ft.
     - Side 7 ft. (18 ft. combinted total)
     - Rear 25 ft.
   - Lot Coverage = 35% max.

4) Project Summary
   Current R-1 P.U.D. Zoning

	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	Future West Development Area	TOTAL
Minimum Lot Area (sq.ft.)	14,500	23,000	3,312	3,312	
Minimum Lot Width (ft.)	65	21	46	46	
Minimum Setbacks (ft.)					
Front	20	35	35	35	
Side	7/18 combined	7/18 combined	-----	-----	
Rear	25	25	25	25	
Minimum Building Separation (feet)	15	------	15	15	
Total Number of Dwelling Units	16	10	17	24	67
Length of Street (feet)	330	530	720	1,200	
Street Class	Private	Private	Private	Private	
Street Type	A	A	A	A	

Total Site Area = 78 acres ± (76.4 acres excluding public right-of-way's)
Total Open Space = 47.4 acres (62.0%)
Existing Creek = 12,755 sq. ft. (Excluded from Total Open Space)
Density = 67 Unit / 76.4 acres = 0.87 units/acre of Developable Area

5) Notes
   a) All Roads will be private.
   b) The community will be serviced by public watermain and public sanitary sewer. All utilities will be buried.
   c) All development signs shall conform to City sign ordinance.
   d) Street lighting is not proposed.

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PREPARED FOR:

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Phone: 616.458.8505

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WESTSHORE PUD AMENDMENT

Proposed Overall Site Layout Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

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STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-205

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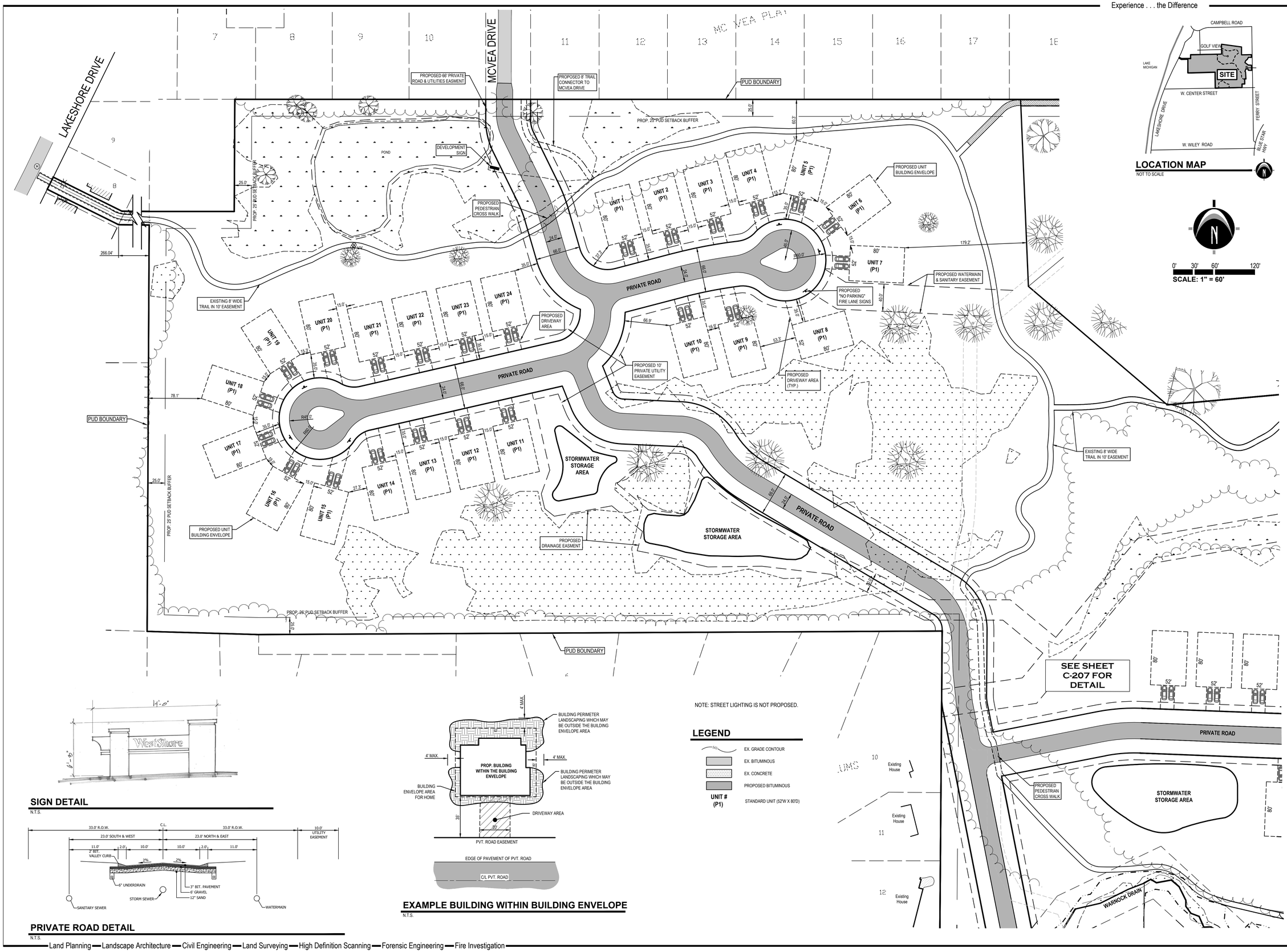

LOCATION MAP

NOT TO SCALE

0' 30' 60' 120'

SCALE: 1" = 60'

SIGN DETAIL

N.T.S.

PRIVATE ROAD DETAIL

N.T.S.

EXAMPLE BUILDING WITHIN BUILDING ENVELOPE

N.T.S.

NOTE: STREET LIGHTING IS NOT PROPOSED.

LEGEND

- EX. GRADE CONTOUR
- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS
- UNIT # (P1) — STANDARD UNIT (52'W X 80'D)

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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA PROPOSED SITE PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-206

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SEE SHEET C-206 FOR DETAIL

PRIVATE ROAD

PROP. 25' PUD SETBACK BUFFER

PROP. REVISED 8' WIDE TRAIL IN 10' EASEMENT

PROPOSED 10' PRIVATE UTILITY EASEMENT

PROPOSED DRIVEWAY AREA

PROPOSED 40' DRAINAGE EASEMENT

EXISTING 8' WIDE TRAIL IN 10' EASEMENT

PROPOSED UNIT BUILDING ENVELOPE

UNIT 25 (P1) | UNIT 26 (P1) | UNIT 27 (P1) | UNIT 28 (P1) | UNIT 29 (P1) | UNIT 30 (P1) | UNIT 31 (P1) | UNIT 32 (P1) | UNIT 33 (P1) | UNIT 34 (P1) | UNIT 35 (P1) | UNIT 36 (P1) | UNIT 37 (P1) | UNIT 38 (P1) | UNIT 39 (P1)

PRIVATE DRIVE

PROPOSED "NO PARKING" FIRE LANE SIGNS

PROP. PEDESTRIAN CROSSWALK

STORMWATER STORAGE AREA

PUD BOUNDARY

Existing House

PROPOSED 66' PRIVATE ROAD & UTILITIES EASEMENT

PROP. 25' PUD SETBACK BUFFER

EXISTING 65' WIDE WARNOCK DRAIN EASEMENT

EXISTING 100 YEAR FLOODPLAIN

WARNOCK DRAIN

Existing Lift Station

PROP. REVISED 8' WIDE TRAIL IN 10' EASEMENT

EX. 12" WATERMAIN

8" WM

131ST AVENUE/W. CENTER STREET

E-W 1/4 LINE SEC. 17

E 1/4 CORNER, SECTION 17, T3N, R16W

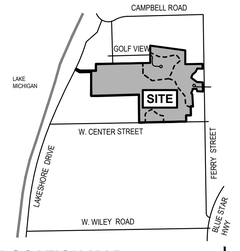
PROPOSED PARALLEL PARKING SPACES(4)

59-017-089-96 | 59-017-089-97 | 59-017-089-98 | 59-017-089-99 | 59-017-089-94 | 59-017-089-02 | 59-017-090-00

59-017-031-31 | 59-017-031-30 | 59-017-031-20

FERRY STREET

EXISTING 8' WIDE TRAIL IN 10' EASEMENT



LOCATION MAP

NOT TO SCALE

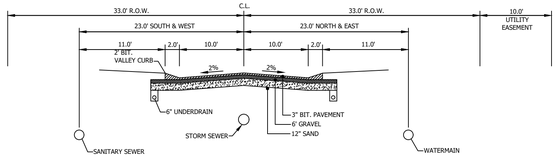
0' 30' 60' 120'

SCALE: 1" = 60'

NOTE: STREET LIGHTING IS NOT PROPOSED.

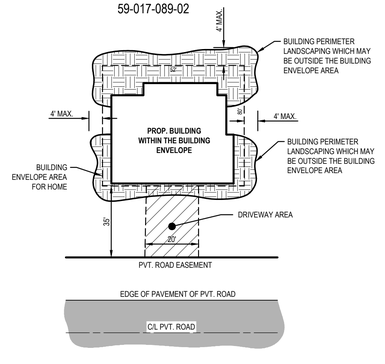
LEGEND

- EX. GRADE CONTOUR
- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS
- UNIT # (P1) — STANDARD UNIT (52'W X 80'D)



PRIVATE ROAD DETAIL

N.T.S.



EXAMPLE BUILDING WITHIN BUILDING ENVELOPE

N.T.S.

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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA PROPOSED SITE PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-207

304-PREL1.dwg JW 12/7/2026 13:23

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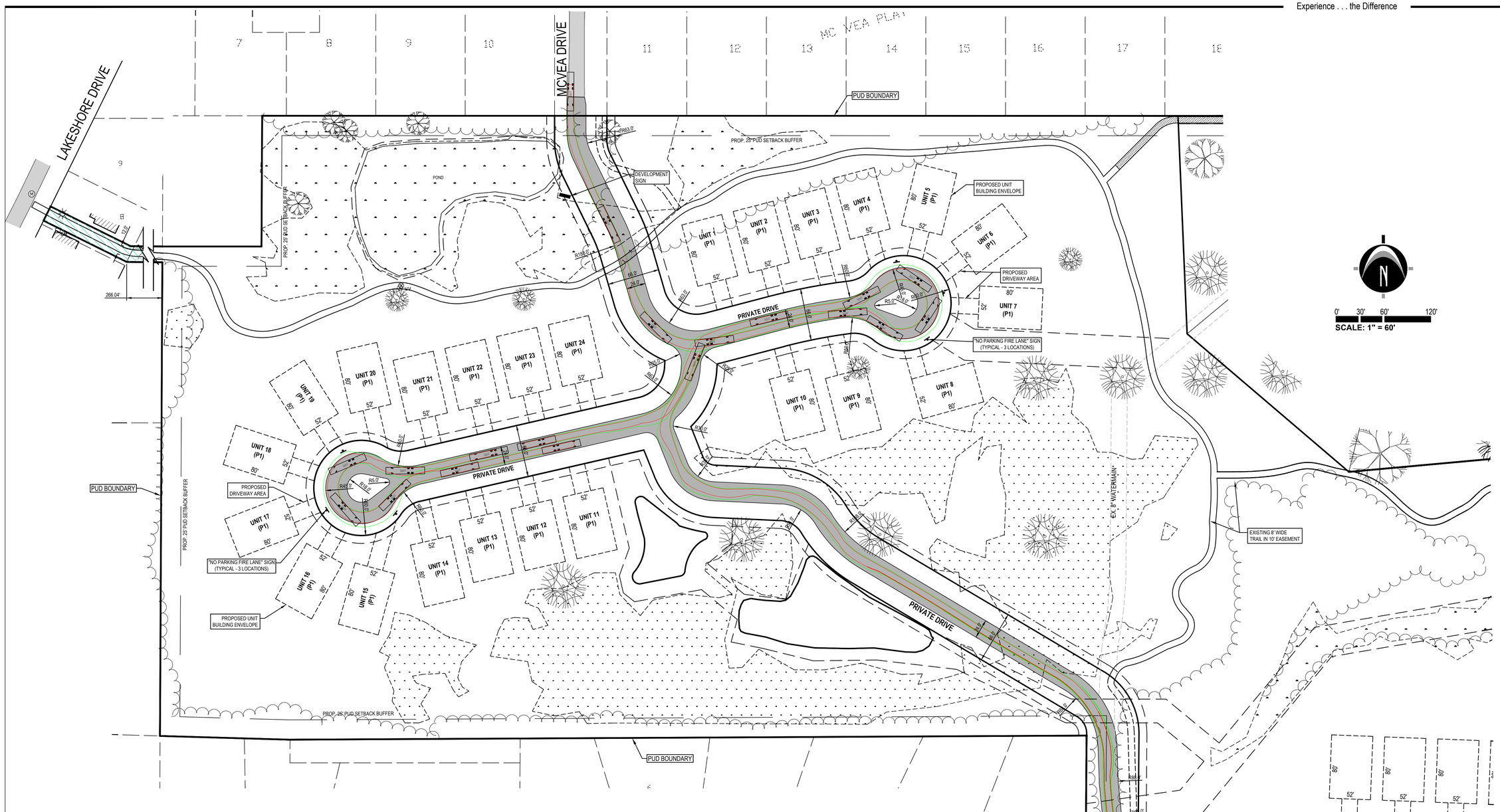
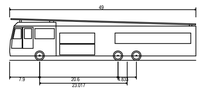


EMERGENCY SERVICE NOTES

1. ON-STREET PARKING ON PRIVATE STREETS IS NOT PROPOSED.
2. MINIMUM CLEAR HEIGHT OF 13'-6" FOR ALL PRIVATE ROADS AND THE UNIT 22 DRIVEWAY WILL BE PROVIDED.
3. PRIVATE ROAD SLOPES WILL NOT EXCEED 10%.
4. ALL PRIVATE ROADS WILL BE DESIGNED & BUILT FOR A WEIGHT CAPACITY OF 80,000 POUNDS.
5. ALL PRIVATE ROADS WILL BE MAINTAINED FREE OF SNOW AND ICE TO PROVIDE ALL WEATHER DRIVING CAPABILITIES.
6. ALL PRIVATE ROADS WILL BE INSTALLED & NAVIGABLE FOR EMERGENCY ACCESS PRIOR TO COMMENCEMENT OF VERTICAL BUILDING CONSTRUCTION.
7. NO SECURITY OR DEVELOPMENT GATES ARE PROPOSED.
8. UNIT ADDRESSES WILL BE POSTED PRIOR TO COMMENCEMENT OF VERTICAL CONSTRUCTION.
9. STREET NAMES AND STREET SIGNS WILL BE POSTED PRIOR TO START OF VERTICAL CONSTRUCTION.
10. UPON COMPLETION OF WATERMAIN INSTALLATION A HYDRANT FLOW TEST SHALL BE COORDINATED BY THE DEVELOPER, WITNESSED BY THE FIRE DEPARTMENT, AND DOCUMENTATION PROVIDED TO THE FIRE DEPARTMENT.
11. ALL HYDRANTS SHALL HAVE A 5" STORZ CONNECTION AND DUAL 2.5" NHT CONNECTIONS.
12. ALL WATERMAINS AND HYDRANTS SHALL BE INSTALLED PRIOR TO ANY VERTICAL CONSTRUCTION OR BUILDING MATERIAL DELIVERED TO THE SITE.
13. UPON COMPLETION OF CONSTRUCTION, PHYSICAL TESTING WITH FIRE TRUCK APPARATUS WILL BE REQUIRED.

LEGEND

- EX. GRADE CONTOUR
- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS
- UNIT # (P1) — STANDARD UNIT (52'W X 80'D)



Saugatuck 49'	
Overall Length	49.000ft
Overall Width	8.500ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.160ft
Track Width	7.000ft
Lock-to-lock time	6.00s
Max Wheel Angle	36.00°

FIRE TRUCK DETAIL

SCALE: 1"=20'

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Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
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Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.07.2026
Title: Amended PUD Re-Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.28.2026

WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA EMERGENCY ACCESS PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-208

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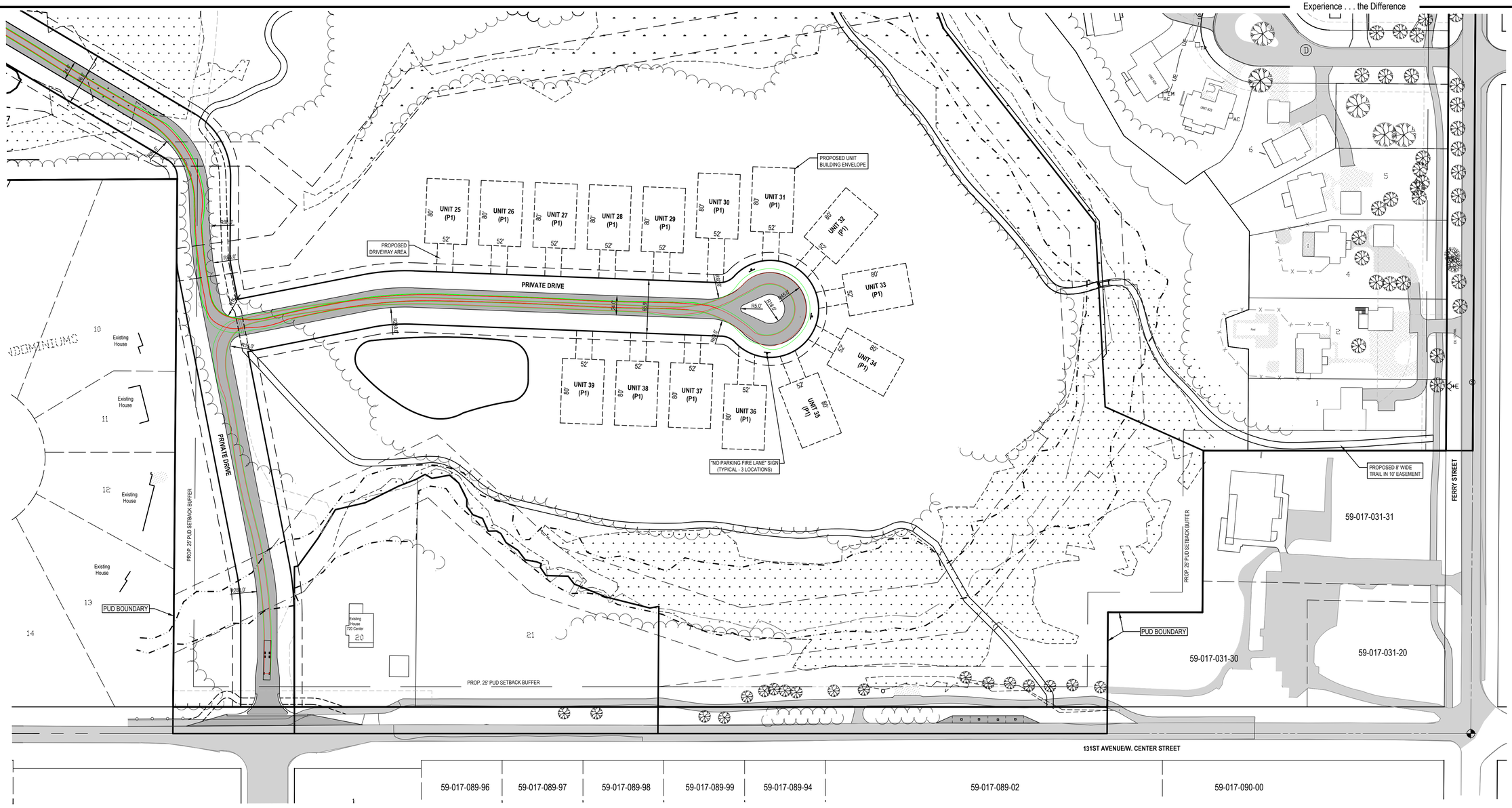

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LEGEND

- EX. GRADE CONTOUR
- EX. BITUMINOUS
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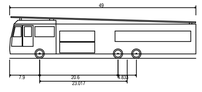
- PROPOSED BITUMINOUS
- UNIT # (P1) — STANDARD UNIT (52'W X 80'D)



Saugatuck 49'	
Overall Length	49.000ft
Overall Width	8.500ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.150ft
Track Width	7.000ft
Lock-to-lock time	6.00s
Max Wheel Angle	36.00°

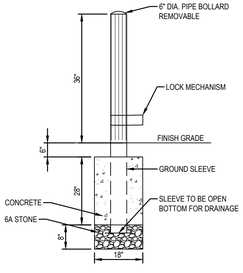
FIRE TRUCK DETAIL

SCALE: 1"=20'



0' 30' 60' 120'

SCALE: 1" = 60'



REMOVABLE PIPE BOLLARD DETAIL

N.T.S.

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Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.07.2026
Title: Amended PUD Re-Submittal		
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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA EMERGENCY ACCESS PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-209

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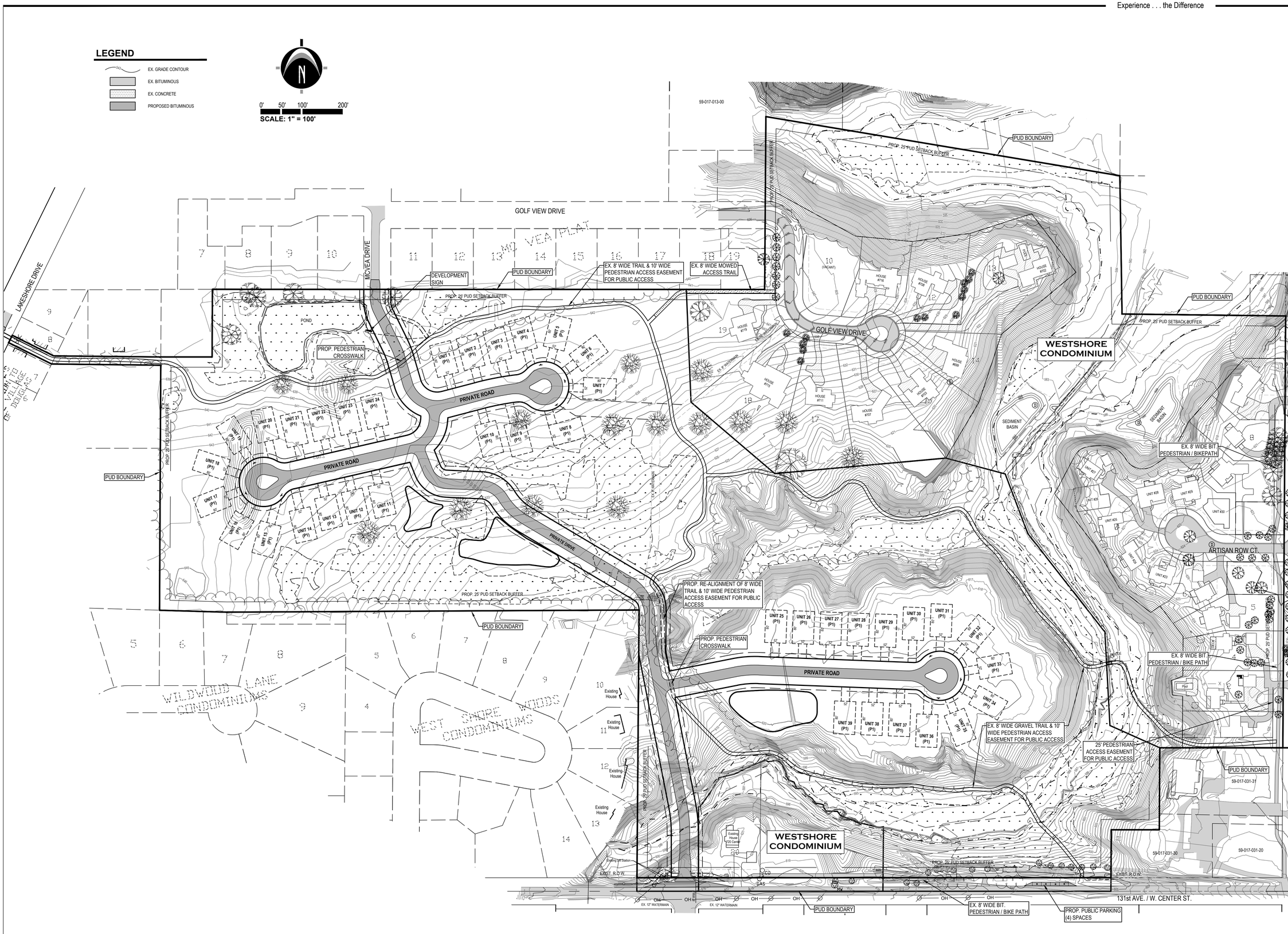

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Ric Dyk

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Phone: 616.458.8505

REVISIONS:

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Drawn: JW/DC Checked: RJB Date: 01.07.2026
Title: Amended PUD Re-Submittal
Drawn: JW/DC Checked: RJB Date: 01.28.2026

WESTSHORE PUD AMENDMENT

Pedestrian Access Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-210

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Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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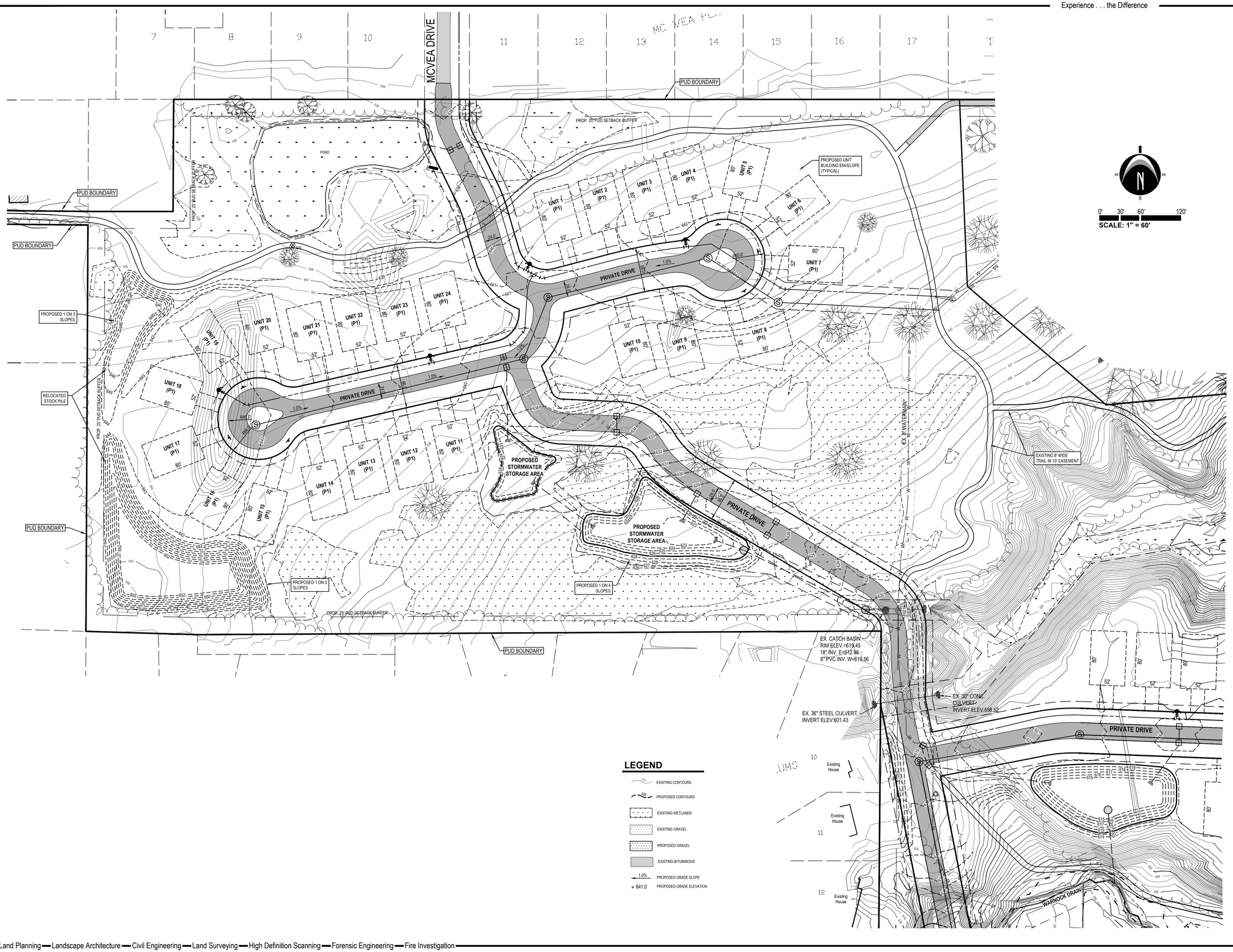

N

0' 30' 60' 120'

SCALE: 1" = 60'

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- EXISTING WETLANDS
- EXISTING GRAVEL
- PROPOSED GRAVEL
- EXISTING BITUMINOUS
- 1.0% PROPOSED GRADE SLOPE
- +641.0 PROPOSED GRADE ELEVATION

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Drawn: JW/DC	Checked: RJB	Date: 01.28.2026

WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA GRADING PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-300

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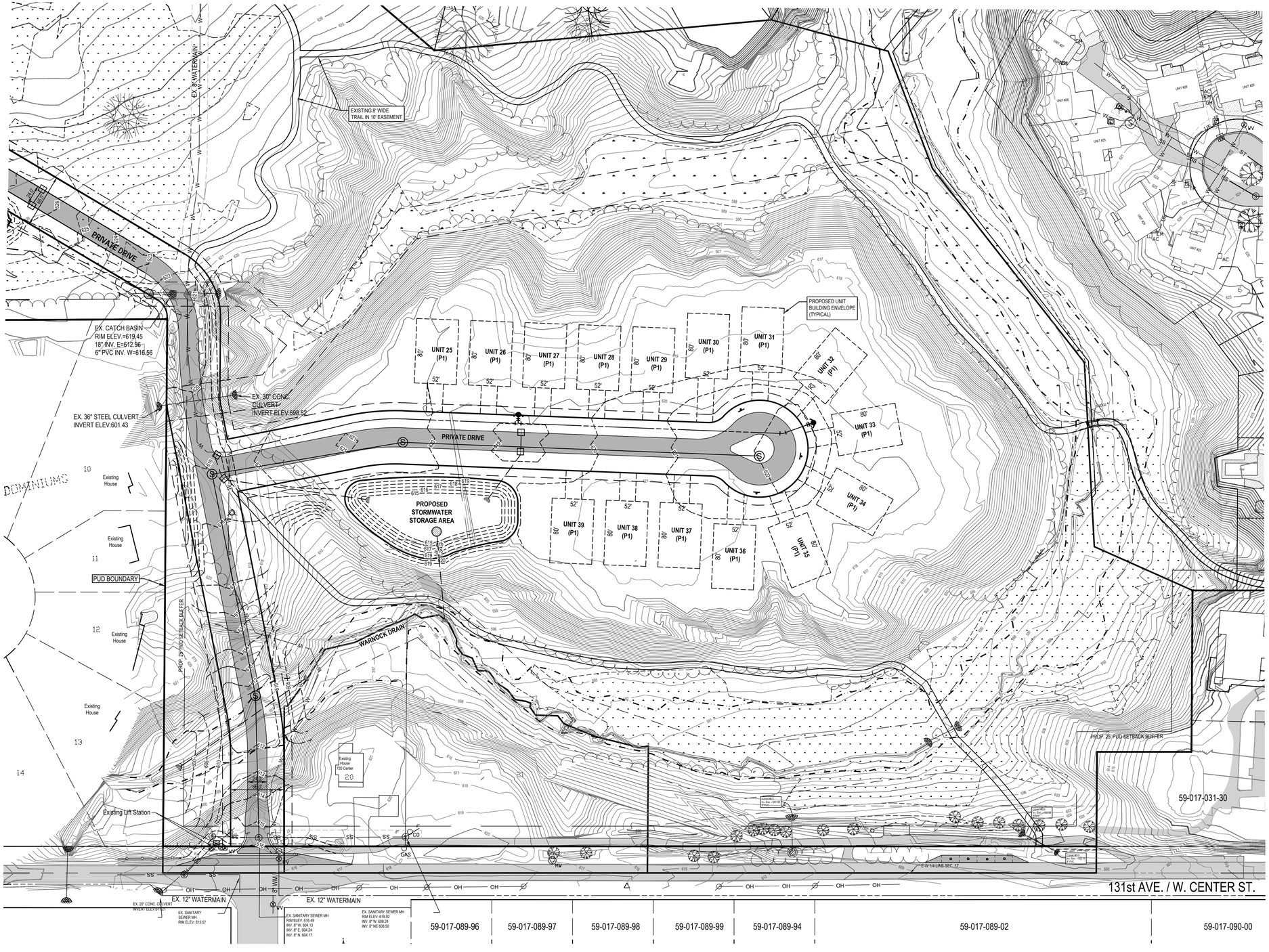

0' 30' 60' 120'

SCALE: 1" = 60'

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- EXISTING WETLANDS
- EXISTING GRAVEL
- PROPOSED GRAVEL
- EXISTING BITUMINOUS
- 1.0% PROPOSED GRADE SLOPE
- 641.0 PROPOSED GRADE ELEVATION

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Ann Arbor, MI 48103
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730 Chicago Dr.
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Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

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Drawn: JW/DC	Checked: RJB	Date: 01.07.2026
Title: Amended PUD Re-Submittal		
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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA GRADING PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-301

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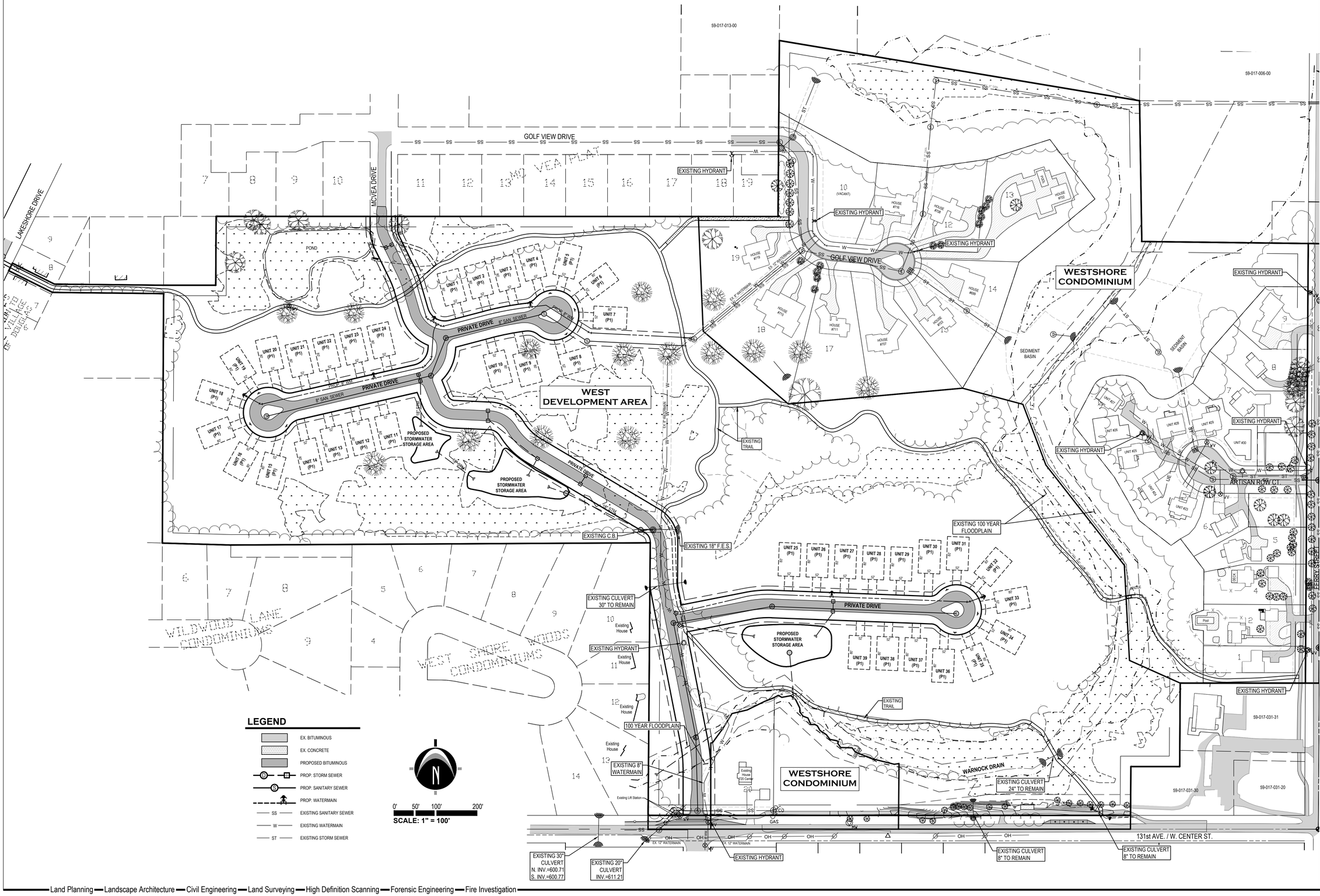
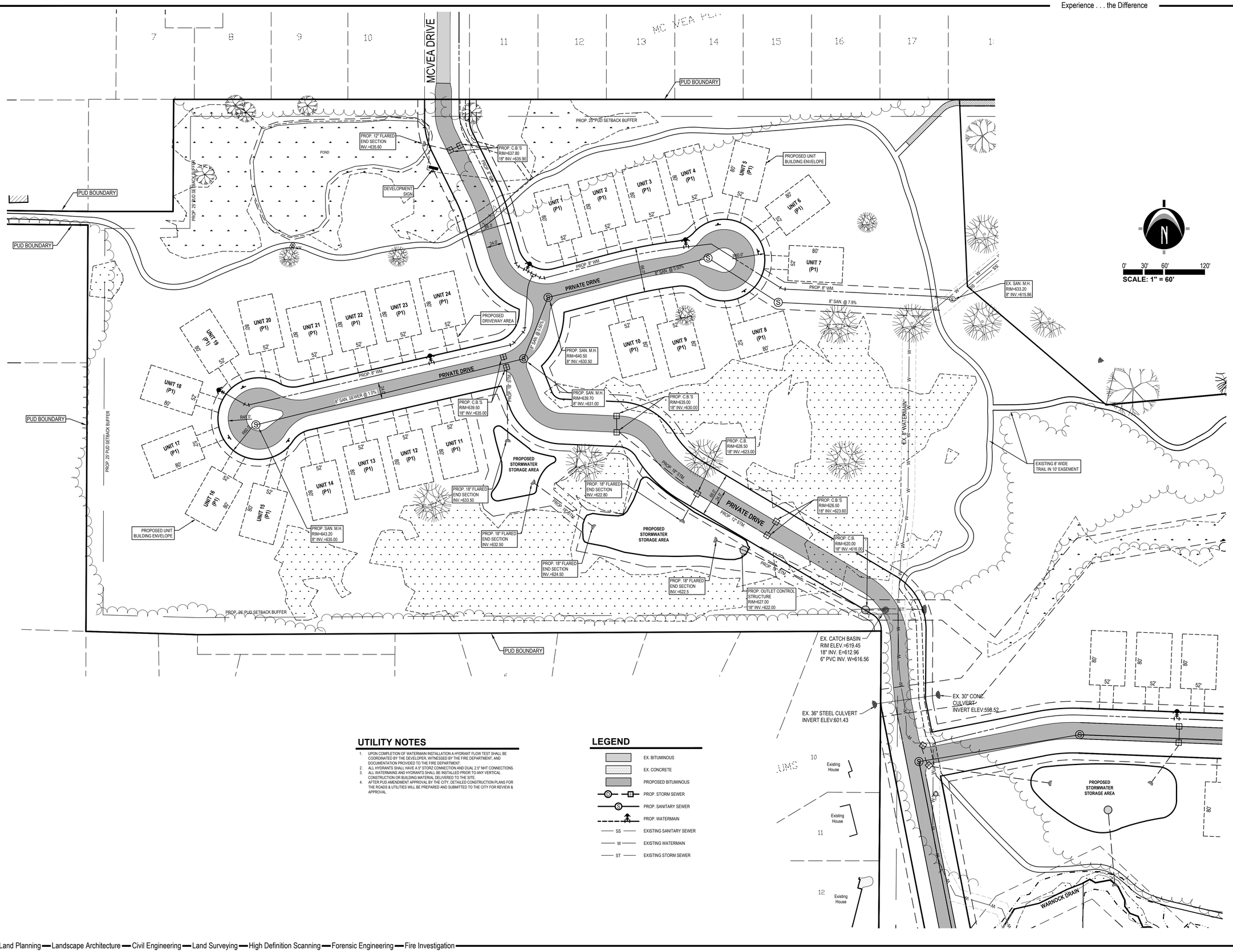

GOLF VIEW DRIVE
LAKESHORE DRIVE
MCVEA DRIVE
MCVEA MAT
EXISTING HYDRANT
59-017-013-00
59-017-006-00
POND
PRIVATE DRIVE
8" SAN. SEWER
8" WM
WEST DEVELOPMENT AREA
PROPOSED STORMWATER STORAGE AREA
EXISTING TRAIL
EXISTING C.B.
EXISTING 18" F.E.S.
EXISTING CULVERT 30" TO REMAIN
EXISTING 100 YEAR FLOODPLAIN
100 YEAR FLOODPLAIN
EXISTING 8" WATERMAIN
WESTSHORE CONDOMINIUM
WESTSHORE CONDOMINIUM
SEDIMENT BASIN
WARNOCK DRAIN
EXISTING CULVERT 24" TO REMAIN
EXISTING CULVERT 8" TO REMAIN
EXISTING 30" CULVERT N. INV.=600.71 S. INV.=600.77
EXISTING 20" CULVERT INV.=611.21
131st AVE. / W. CENTER ST.
ARTISAN ROW CT.
FERRY STREET
WILDWILD LANE CONDOMINIUMS
WEST SHORE WOODS CONDOMINIUMS
59-017-031-31
59-017-031-30
59-017-031-20
Existing House
Existing Lift Station
EX. 12" WATERMAIN
EX. 8" WM
EX. 8" SANITARY
EX. 12" WATERMAIN
EX. 8" WATERMAIN
EX. 8" SANITARY
EX. 8" WATERMAIN
EX. 8" SANITARY
EX. 8" WATERMAIN
EX. 8" SANITARY



UTILITY NOTES

1. UPON COMPLETION OF WATERMAIN INSTALLATION A HYDRANT FLOW TEST SHALL BE COORDINATED BY THE DEVELOPER, WITNESSED BY THE FIRE DEPARTMENT, AND DOCUMENTATION PROVIDED TO THE FIRE DEPARTMENT.
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4. AFTER PUD AMENDMENT APPROVAL BY THE CITY, DETAILED CONSTRUCTION PLANS FOR THE ROADS & UTILITIES WILL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW & APPROVAL.

LEGEND

- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATERMAIN
- ST — EXISTING STORM SEWER

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Ann Arbor, MI 48103
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HOLLAND
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Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.07.2026
Title: Amended PUD Re-Submittal		
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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA UTILITY PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO: 25202094

SHEET NO: C-401

JW 12/7/2026 11:12
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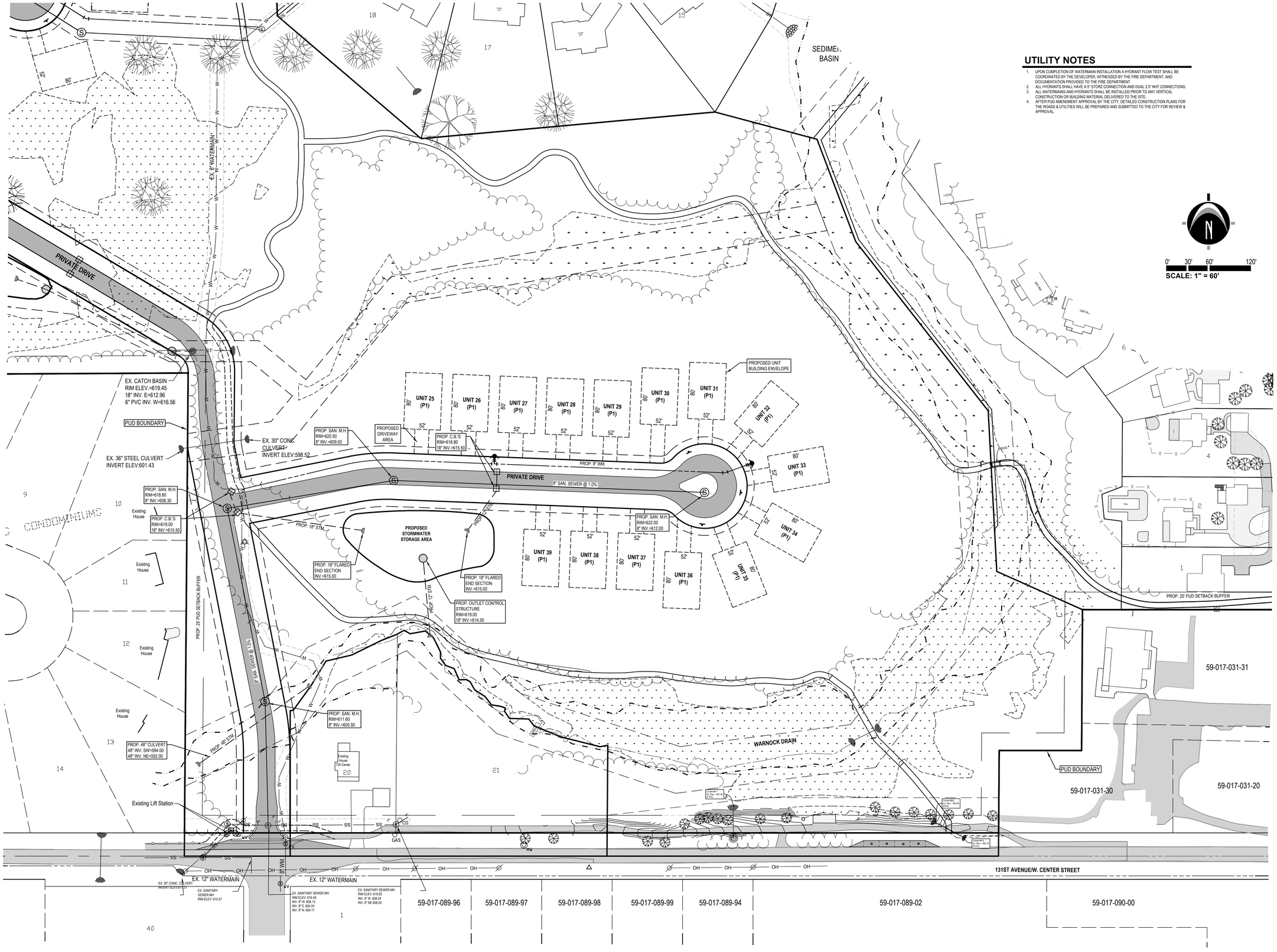
Item 5A.



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WESTSHORE PUD AMENDMENT

WEST DEVELOPMENT AREA UTILITY PLAN

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
C-402

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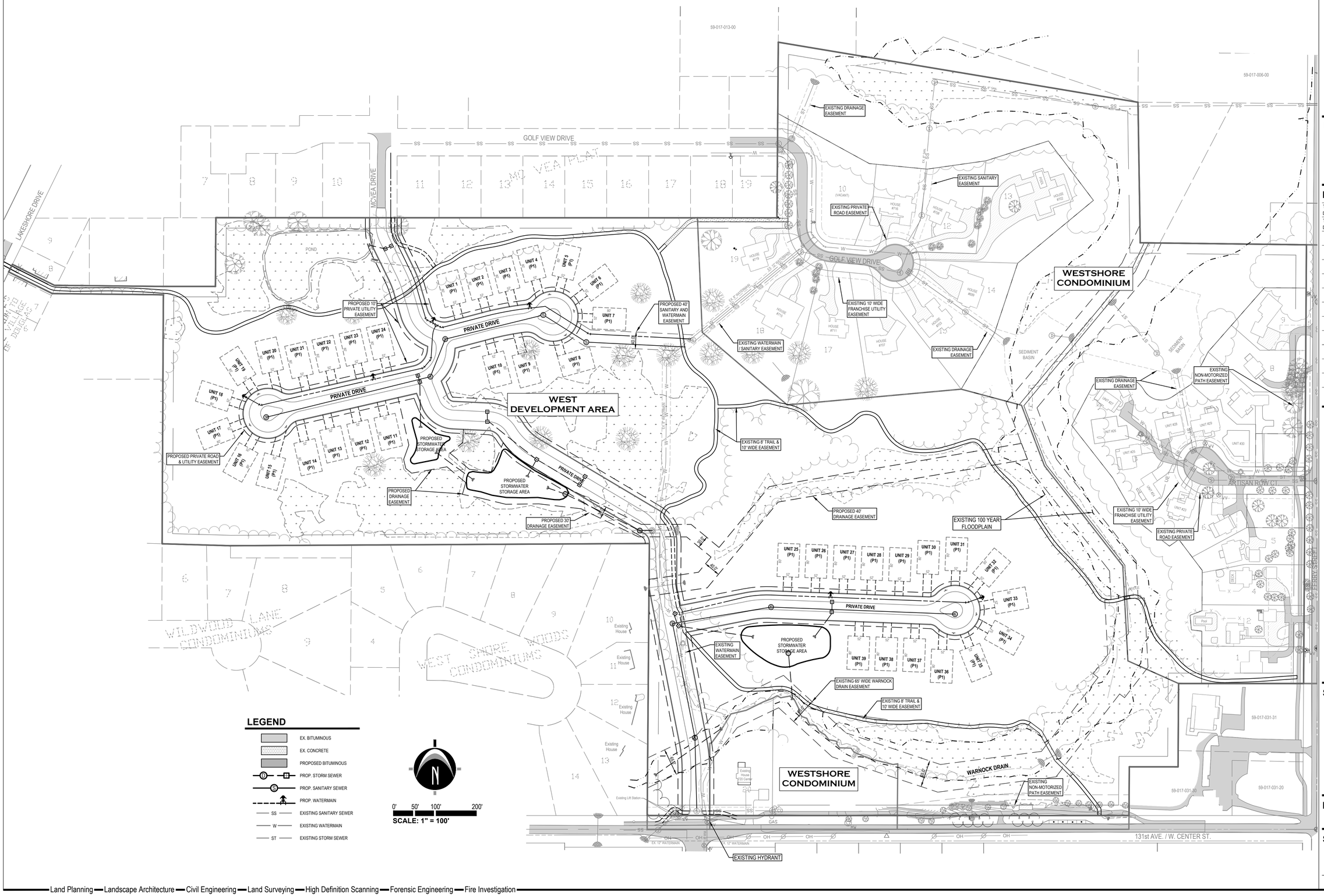

LEGEND

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- PROPOSED BITUMINOUS
- PROP. STORM SEWER
- PROP. SANITARY SEWER
- PROP. WATERMAIN
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATERMAIN
- ST — EXISTING STORM SEWER

N

0' 50' 100' 200'

SCALE: 1" = 100'

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WESTSHORE PUD AMENDMENT

Easement Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
LICENSED PROFESSIONAL ENGINEER
ROGER JACK BARR II
ENGINEER
No. 41990

PROJECT NO: 25202094

SHEET NO: C-500

JW 12/7/2026 11:26
04-PREL1.dwg

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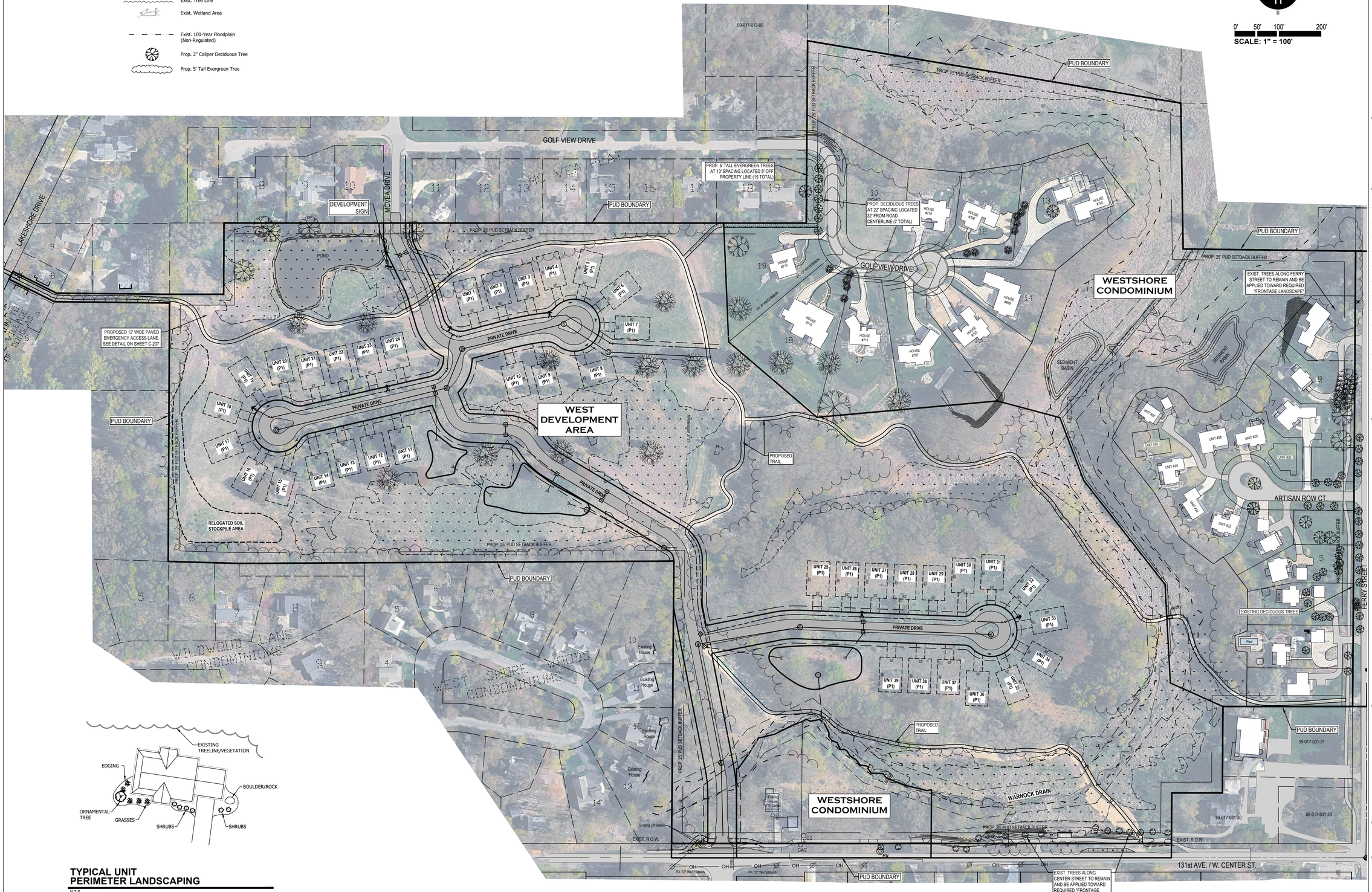
Item 5A.

LEGEND

- Exist. Evergreen Tree
- Exist. Deciduous Tree
- Exist. Tree Line
- Exist. Wetland Area
- Exist. 100-Year Floodplain (Non-Regulated)
- Prop. 2" Caliper Deciduous Tree
- Prop. 5' Tall Evergreen Tree

NOTE:
EXISTING WOODED AREAS AND INDIVIDUAL TREES WILL BE SELECTIVELY REMOVED ONLY AS NECESSARY FOR CONSTRUCTION OF ROADS, UTILITIES, SIDEWALKS AND BUILDINGS. MASS TREE CLEARING OF THE SITE IS NOT PROPOSED.

0' 50' 100' 200'
SCALE: 1" = 100'



TYPICAL UNIT PERIMETER LANDSCAPING
N.T.S.

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800.222.1868

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Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.07.2026
Title: Amended PUD Re-Submittal		
Drawn: JW/DC	Checked: RJB	Date: 01.28.2026

WESTSHORE PUD AMENDMENT

Landscape Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
L-101

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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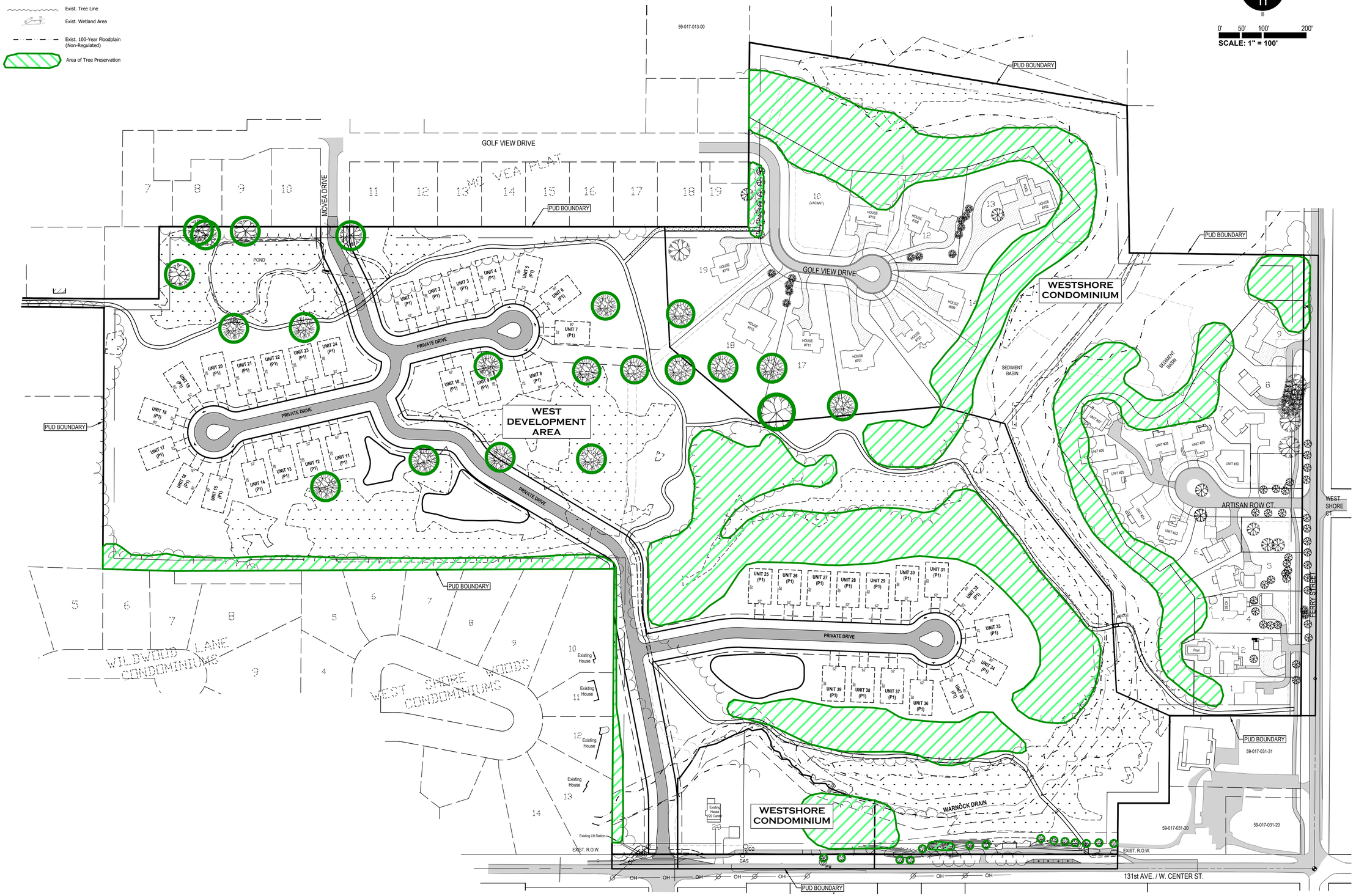
Item 5A.

LEGEND

- Exist. Evergreen Tree
- Exist. Deciduous Tree
- Exist. Tree Line
- Exist. Wetland Area
- Exist. 100-Year Floodplain (Non-Regulated)
- Area of Tree Preservation



NEDERVELD
www.nederveld.com
800.222.1868

GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:

Douglas Property Development LLC
Ric Dyk

50 Crahen Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 616.458.8505

REVISIONS:

Title: Amended PUD Submittal
Drawn: JW/DC Checked: RJB Date: 01.07.2026
Title: Amended PUD Re-Submittal
Drawn: JW/DC Checked: RJB Date: 01.28.2026

WESTSHORE PUD AMENDMENT

Tree Preservation Plan

PART OF THE NORTH 1/2 OF SECTION 17, T3N, R16W, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

PROJECT NO:
25202094

SHEET NO:
P-103

Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — High Definition Scanning — Forensic Engineering — Fire Investigation

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LEGEND

- EX. BITUMINOUS
- EX. CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)
- PROPOSED OPEN SPACE PRESERVATION EASEMENT (35.35 AC.)
- EXISTING OPEN SPACE PRESERVATION EASEMENT (12.05 AC.)

TOTAL OPEN SPACE = 47.4 AC. (62%)

N

0' 50' 100' 200'

SCALE: 1" = 100'

59-017-013-00

GOLF VIEW DRIVE

MCVEA DRIVE

MCVEA PLAT

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

POND

PRIVATE DRIVE

UNIT 1 (P1)
UNIT 2 (P1)
UNIT 3 (P1)
UNIT 4 (P1)
UNIT 5 (P1)
UNIT 6 (P1)
UNIT 7 (P1)
UNIT 8 (P1)
UNIT 9 (P1)
UNIT 10 (P1)
UNIT 11 (P1)
UNIT 12 (P1)
UNIT 13 (P1)
UNIT 14 (P1)
UNIT 15 (P1)
UNIT 16 (P1)
UNIT 17 (P1)
UNIT 18 (P1)
UNIT 19 (P1)
UNIT 20 (P1)
UNIT 21 (P1)
UNIT 22 (P1)
UNIT 23 (P1)
UNIT 24 (P1)

WEST DEVELOPMENT AREA

STORMWATER STORAGE AREA

WILDWILD LANE CONDOMINIUMS

WEST SHORE WOODS CONDOMINIUMS

10 (VACANT)

HOUSE #716
HOUSE #708
HOUSE #705
HOUSE #715
HOUSE #699
HOUSE #711
HOUSE #707
HOUSE #703

WESTSHORE CONDOMINIUM

SEDIMENT BASIN

UNIT 25 (P1)
UNIT 26 (P1)
UNIT 27 (P1)
UNIT 28 (P1)
UNIT 29 (P1)
UNIT 30 (P1)
UNIT 31 (P1)
UNIT 32 (P1)
UNIT 33 (P1)
UNIT 34 (P1)
UNIT 35 (P1)
UNIT 36 (P1)
UNIT 37 (P1)
UNIT 38 (P1)
UNIT 39 (P1)

Existing House
Existing House
Existing House

OPEN SPACE PRESERVATION EASEMENT AGREEMENT

This Open Space Preservation Easement Agreement (the "**Agreement**") dated _____, _____, is entered into between **Douglas Property Development, LLC**, a Michigan limited liability company, whose address is 50 Crahen Avenue, N.E., Suite 200, Grand Rapids, Michigan 49525, for itself and its successors and assigns ("**Owner**") and the **City of the Village of Douglas**, a Michigan municipal corporation, whose address is 86 W. Center Street, Douglas, Michigan 49406 ("**City**") to establish an easement on the terms and conditions set forth below.

1. **Background**. Owner is the owner of real property located in the City of the Village of Douglas, Allegan County, Michigan, legally described on the attached **Exhibit A** (the "**Burdened Parcel**"). The parties are entering into this Agreement to establish an easement in, over and under the Burdened Parcel for the purpose of requiring certain areas within the Burdened Parcel to remain as open space in perpetuity.

2. **Creation of Easement**. In return for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner hereby grants to the City for the use and benefit of the public an open space easement (the "**Easement**") encumbering the areas of the Burdened Parcel legally described and designated as "Conservation Easement Area" on **Exhibit B** (the "**Easement Area**"). Owner and the City acknowledge that the Owner intends to develop a residential development on the Burdened Parcel (the "**Development**"). Owner and the City agree that, to the extent the Open Space area in a final site plan as may be approved by the City for the Development is different than the description of the Easement Area, the parties will amend this Agreement to include that Open Space as the new Easement Area description. The Easement confers the following rights to the City and restrictions upon the Owner, its successors and assigns, and any associations as may be formed to administer the common elements of any condominium project which may be developed within the Burdened Parcel (each, an "**Association**"):

(i) Owner and if an Association is established, the Association, shall cause the Easement Area to remain undeveloped with no constructed improvements; provided however, that if an Association is established, Owner's obligations under this subsection shall be limited to complying with the foregoing requirement in the exercise of any reserved or statutory rights within the Easement Area; and further provided however, that to the extent only as is permitted by and consistent with all applicable City Ordinances and all applicable Michigan environmental and wetlands laws, regulations, requirements and permits [including, to the extent applicable to any relevant portion of the Easement Area, Permit WRP033523, v.

1, issued by the Michigan Department of Environment, Great Lakes and Energy ("**EGLE**"), and all amendments and replacements thereto], in every case as any of the foregoing then may be in effect (collectively, "**Applicable Regulations**"): (a) the Easement Area may be utilized by the public for nonintrusive uses, including, but not limited to, walking, biking, golf carts, and cross-country skiing subsequent to the Owner's construction of a non-motorized public trail system and informational signage pursuant to a perpetual non-motorized public trail easement to be granted to the City for the use and benefit of the public and located within the Easement Area, as is contemplated and required by City Ordinance 03-2012, as from time to time amended; and, (b) with the prior written approval of the City, Owner and Association may perform construction for the purposes described in (ii) and (iii) below; provided further, that after notice to the responsible party that it has failed to timely perform any maintenance described in (ii) below, the City may perform such construction at the expense of such party.

(ii) Owner, or, if an Association shall have been established, the Association, shall maintain the Easement Area, such maintenance to include, without limitation, the removal of dead trees and foliage which constitute a hazard or impediment to surface water drainage and as is otherwise necessary or advisable to maintain compliance with Applicable Regulations; and

(iii) The Easement Area may be used by the City or, upon receipt of a permit therefor, by the Owner or Association to direct the drainage of surface water from adjacent residential developments to existing streams and creeks traversing the Easement Area and for the installation, inspection, maintenance, repair and replacement of underground utilities.

3. **Other Terms**. This Easement does not grant or convey to City or members of the general public any right of ownership, possession, or use of the Burdened Parcel except as stated in this Agreement. Upon reasonable notice to Owner, or to the extent an Association is established, the Association, City and its authorized employees and agents may but without any City obligation to do so or to maintain or make any repair, enter upon and inspect the Easement to confirm that the Easement is being maintained in compliance with the terms of this Agreement. The Easement shall run with the land in perpetuity. This Agreement constitutes the complete final agreement of the parties and is intended to be binding upon the successors and assigns of the Owner, including, without limitation, any Association. Any amendment to this Agreement shall be effective only if, and when a writing, duly signed and acknowledged by the City and Owner, or if an Association is established, the Association, is recorded in the office of the Allegan County Register of Deeds.

This Easement was signed and is effective as of the date set forth above.

[Signature pages follow.]

Douglas Property Development, LLC,
a Michigan limited liability company
By: BDR Management, LLC, its Manager

By: _____
Kevin Einfeld, Manager

STATE OF MICHIGAN)
)
COUNTY OF KENT)

The foregoing document was acknowledged before me on _____, _____, by Kevin Einfeld, as Manager of BDR Management, LLC, the Manager of Douglas Property Development, LLC, a Michigan limited liability company, on behalf of the company.

_____
*
Notary Public Kent County, Michigan
My Commission Expires: _____

The City of the Village of Douglas,
ha Michigan municipal corporation

By: _____

Its:

By: _____

Its:

STATE OF MICHIGAN)
)
COUNTY OF ALLEGAN)

The foregoing document was acknowledged before me on _____, _____, by _____ the _____, and _____ the _____ of the City of the Village of Douglas, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
*
Notary Public Kent County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:
Peter A. Schmidt
Varnum LLP
Bridgewater Place
333 Bridge Street, N.W.
Grand Rapids, MI 49504

#18257470

EXHIBIT A

Legal Description of the Burdened Parcel

Part of the North 1/2 of Section 17, Town 3 North, Range 16 West, and part of Lot 8 of Trumbull's Addition to the Village of Douglas, as recorded in Liber 3 of Plats, Page 6, City of Douglas, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence N90°00'00"W 450.00 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence N90°00'00"W 555.80 feet along said East-West 1/4 line; thence N00°27'10"E 140.00 feet to Reference Point A; thence N00°27'10"E 17 feet, more or less, to the centerline of a drain; thence Northwesterly and Southwesterly 577 feet, more or less, along said centerline to a line bearing N00°00'00"E from Reference Point B, said Reference Point B being N72°47'35"W 170.00 feet, N51°10'45"W 175.00 feet and S56°26'58"W 182.38 feet from Reference Point A; thence S00°00'00"W 7 feet, more or less, to said Reference Point B; thence S00°00'00"W 199.20 feet; thence N90°00'00"W 150.38 feet along the East-West 1/4 line of said Section; thence N00°27'10"E 686.05 feet; thence S89°41'57"W 1004.98 feet (the previous two courses being along the boundary and boundary extended of West Shore Woods Condominiums, Allegan County Records) to the North-South 1/4 line of said Section; thence N88°20'23"W 164.17 feet along the boundary of Wildwood Lane Condominiums, Allegan County Records; thence N00°17'10"E 597.78 feet; thence N89°23'53"W 266.04 feet to the Easterly line of Lot 8, Trumbull's Addition to the Village of Douglas, Allegan County Records; thence N63°36'10"W 117.13 feet parallel with the Southerly line of said Lot 8; thence N26°11'58"E 20.00 feet along the Westerly line of said Lot 8 also being the Southeast line of Lakeshore Drive; thence S63°36'10"E 112.61 feet; thence S89°23'53"E 261.35 feet; thence S89°59'26"E 125.00 feet; thence N00°17'10"E 164.97 feet; thence S89°59'26"E 1155.39 feet along the boundary of McVea Plat, Allegan County Records; thence S02°23'54"E 275.19 feet; thence S49°30'10"E 268.35 feet; thence N84°48'49"E 418.89 feet; thence S75°00'51"E 149.85 feet; thence S20°43'28"E 155.47 feet; thence S38°02'56"E 305.04 feet; thence S03°04'08"E 228.39 feet (the previous three courses being along the centerline of the Drainage Easement, recorded in Liber 3051, Page 506, Allegan County Records); thence S65°57'24"E 133.18 feet; thence S00°21'57"W 200.00 feet parallel with the East line of said Section; thence N90°00'00"W 117.00 feet parallel with the East-West 1/4 line of said Section; thence S00°21'57"W 150.00 feet to the Point of Beginning. Contains 46 acres more or less. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for 131st Avenue over the most Southerly 33 feet thereof.

EXHIBIT B

Easement Area

[See Attached]

MASTER DEED
OF
[_____]
(Pursuant to Act 59, Public Acts of 1978, as amended)

Allegan County Condominium Subdivision Plan No. _____ containing:

(1) Master Deed establishing [_____].

(2) Exhibit A to Master Deed: Condominium Bylaws.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan.

(4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by and
After Recording Return To:

Peter A. Schmidt
Varnum LLP
333 Bridge Street, Suite 1700
Grand Rapids MI 49504

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Exhibit A – Condominium Bylaws of [_____]
Exhibit B – Condominium Subdivision Plan for [_____]
Exhibit C – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

MASTER DEED
of
[_____]

This Master Deed is signed and delivered on _____, 2023, by Douglas Property Development, LLC, a Michigan limited liability company with offices 50 Crahen Avenue NE, Suite 200, Grand Rapids, Michigan 49525 (the "**Developer**"), upon the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a condominium project to be known as [_____] (the "**Project**"), in the City of the Village of Douglas, Allegan County, Michigan on a parcel of land as referenced in Section 2.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** to establish the real property referenced in Section 2 (the "**Property**"), together with the improvements located and to be located on the Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in the Condominium, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a residential condominium. The Condominium units which may be developed in the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan, subject to the reserved rights of the Developer for conversion, expansion and contraction, provided, that once a residence is constructed within the proposed unit building envelope, the "Unit" shall be deemed to be the constructed residence and areas outside of the walls of the residence shall be deemed to be Limited Common Elements or General Common Elements, as applicable. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a public road or to a driveway and/or private road which is a common element of the Project which connects to a public road.

1.4 Owner Rights. Each owner of a Unit ("**Owner**") in the Project shall have an exclusive property right to the Owner's Unit and to the Limited Common Elements which are appurtenant to the Owner's Unit, and shall have an undivided right to share with other Owners in the ownership and use of the General Common Elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described on the first page of the attached Subdivision Plan.

2.2 Beneficial Easements. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements described in Section 9 and/or shown on Exhibit B of this Master Deed.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other documents with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the [_____] Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) Act. "**Act**" or "**Condominium Act**" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) Administrator. "**Administrator**" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) Association. "**Association**" or "**Association of Owners**" means [_____] Association, the Michigan non-profit corporation of which all Owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) Association Bylaws. "**Association Bylaws**" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) Board. "**Board**" means the board of directors of the Association.

(f) Common Elements. "**Common Elements**" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

(g) Condominium Bylaws. "**Condominium Bylaws**" means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Owners.

(h) Condominium Documents. "**Condominium Documents**" means this Master Deed with its exhibits, the Sections and Bylaws of the Association, the Rules and Regulations adopted by the Board of the Association and any other document which affects the rights and obligations of an Owner in the Condominium.

(i) Condominium Property. "**Condominium Property**" or "**Property**" means the land referenced in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property.

(j) Condominium Subdivision Plan. "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(k) Condominium Unit. "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) Developer. "**Developer**" means Douglas Property Development, LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(m) Development and Sales Period. "**Development and Sales Period**" means the period of time continuing for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(n) General Common Elements. "**General Common Elements**" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(o) Limited Common Elements. "**Limited Common Elements**" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

(p) Master Deed. "**Master Deed**" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) Owner. "**Owner**" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of the entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase.

(r) Percentage of Value. "**Percentage of Value**" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(s) Project. "**Project**" or "**Condominium**" means [_____], a residential site condominium development of up to [_____] Units established under the provisions of the Act.

(t) Transitional Control Date. "**Transitional Control Date**" means the date on which a Board for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Real Estate. The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit, and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including, but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) Improvements. The improvements not located within the boundaries of a Unit or a Limited Common Element. All structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) Electrical. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) Gas. The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Water. The underground sprinkling system (if any) for the Common Elements;

(f) Storm Drainage. The storm drainage and/or water retention system throughout the Project to the point of connection to the public storm drainage system;

(g) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Telecommunications. The cable television and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) Project Entrance Improvements. Any entry signage, landscaping and other improvements located at or near the entrance to the Project;

(j) Trails. The trails as approximately designated on Exhibit B, including the trails over which easements are granted to the City of the Village of Douglas and which are open to the public and the non-public trails, to provide hiking, cross country skiing, and similar recreational uses;

(k) Open Areas. The open areas as approximately shown on Exhibit B, upon which trails and improvements which mark and enhance the use of the trails may be located, but no structures shall be built in such areas in order to maintain these areas as open space in perpetuity;

(l) Pool and Clubhouse. Any pool or clubhouse constructed by the Developer or Association for the use of Unit Owners. These amenities "need not be built";

(m) Recreation Areas. Any recreation areas constructed by the Developer or the Association for the use of Unit Owners within the Project. "These recreation areas need not be built";

(n) Waterfront Recreation Area. The Association may lease a shed or docking rights at a marina in proximity of the Project to maintain water recreation vehicles, such as boats, kayaks, or a motorized boat for use by Unit Owners. Any

such use and expense shall be leased and be a General Common Element for the term of the lease. This General Common Element "need not be built";

(o) Miscellaneous Common Elements. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project, or are easements granted to the City of the Village of Douglas or Allegan County, or a subdivision of it, for which the Association has maintenance and repair obligations under the easement or for which it is subject to assessments by a public entity;

(p) Excepted Utility Interests. Except where otherwise designated, the water distribution system and sanitary sewer system are public utilities owned and maintained by the City of the Village of Douglas. Some of the other utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit, for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services, beyond the boundary of a Unit up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service; and to the extent any Units share any lateral utility connection lines, each such line shall be a Limited Common Element from the point of connection to a General Common Element or public utility line to the point of separation of the common line to service the different Units, and shall be an appurtenance to each such Unit;

(b) Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath that land shall be an appurtenance to that Unit;

(c) Subsurface Improvements. The portion of any footing or foundation extending more than 20 feet below surrounding grade level of a Unit shall be an appurtenance to that Unit;

(d) Roads. The private roads identified in Exhibit B within the Project are limited common elements appurtenant only to the Units in the Project which shall be maintained by the Association as provided in Section 4.3 below;

(e) [Reserved.];

(f) [Reserved.];

(g) Mailboxes. Each mailbox placed along the roads within the Project whether clustered together or as a single mailbox, are limited common elements appurtenant only to the Unit using the mailbox, which shall be maintained by the Association as provided in Section 4.3 below;

(h) Parking Areas. The parking areas along private roads within the Project as shown and designated on Exhibit B shll be limited common elements appurtenant to each such Unit which shall be maintained by the Association as provided in Section 4.3 below;

(i) Driveways. The driveways within the Project as shown and designated on Exhibit B shall be a limited common element appurtenant to each such Unit, which shall be maintained by the Association as provided in Section 4.3 below;

(j) Landscaped Area. The landscaped area surrounding Units is a limited common element appurtenant to those Units and shall be maintained by the Association as provided in Section 4.3 below[1];

(k) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association; and

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

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as set forth below:

(a) Limited Common Elements.

[1] Landscaping plan to be confirmed upon final completion and approval of the development plans.

(1) Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant solely to the Owner's Unit which are not maintained by the Association; and Limited Common Elements appurtenant solely to one Unit but maintained by the Association such as mailboxes shall have the cost of maintenance of that Limited Common Element assessed solely to the Unit.

(2) The driveways for their length shall be maintained by the Association with the costs of the snow removal, maintenance, repair and any resurfacing to be assessed equally to the Units to which that Limited Common Element is an appurtenance.

(3) The Association shall maintain the parking areas and roads in the Project with an equal portion of the cost of snow removal, maintenance, repair and any resurfacing to be assessed to each Unit.

(4) [Reserved.]

(5) [Reserved for landscaping provisions.]

(6) The road maintenance within the Project shall be performed by the Association in a reasonable manner so that the roads may be used by the inhabitants of the Condominium, and other persons using the roads, in normal seasonal weather conditions, and so that the roads provide emergency vehicle access to the Units and other improvements in the Project.

(b) Unit Improvements and Other Owner Responsibilities. Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. If an Owner elects to construct or install any improvements within a Unit, or on the Common Elements with the prior written consent of the Association, which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

(c) Association Oversight. The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(d) General Common Elements. The cost of cleaning, decoration, maintenance, repair, and replacement of all General Common Elements shall be the responsibility of the Association, except to the extent of repair or replacement of a General Common Element due to the Act or neglect of an Owner or an Owner's agent, invitee, family member or pet.

(e) Maintenance by Developer or Association. In the event an Owner fails, as required by this Master Deed and the Bylaws, to properly and adequately decorate, repair replace or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Developer during the Development and Sales Period and after the Development and Sales Period, the Association shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that following the Developer, the Association, will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Developer, and following the Developer, the Association, to take any such action shall not be deemed a waiver of the Developer's, and following the Developer, the Association's right to take any such action at a future date; and

(f) Assessment of Costs. All costs incurred by the Developer, and following the Developer, the Association, in performing any maintenance functions which are the primary responsibility of an Owner shall be assessed to the Owner or Owners to whom the limited common element is an appurtenance as stated in this Section, on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to any such charges may be enforced by the use of all means available to the Developer, and following the Developer, the Association, under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

(g) Utility Service. Each Owner shall be responsible for the cost of utilities separately metered to the Owner's Unit. Some utilities, such as certain water services, are not separately metered to individual Units, but are billed to the Association as common utilities. Each Owner shall be responsible for a proportionate share of the expenses of the common utilities, as described in the Condominium Bylaws.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned by written application to the Board of Directors of the Association by all Owners whose interest will be affected by the assignment. Upon receipt and approval of an

application, the Board shall promptly prepare and sign an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance all Owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any private streets which are General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of these powers.

4.6 Boundary Relocation. The boundaries of two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of the Act, provided that the expense of preparing the amendment shall be paid in full by the Owner or Owners desiring to relocate the boundaries.

4.7 Subdivision Prohibited. Subdivision of a Unit within the Condominium is prohibited, except where specifically provided for in this Master Deed.

4.8 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such Unit shall include all the space within the Unit boundaries and extending upwards above the surface, and down beneath the surface together with all appurtenances to the Unit. The architectural plans for the Project are on file with the City of the Village of Douglas, Michigan.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal.[2]

[2] Final percentage of value assignments to be confirmed upon completion and approval of

The determination that Percentages of Value for all Units will be equal was made after reviewing the comparative characteristics of each Unit and the General Common Elements, including those which may affect maintenance costs. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 10, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Owner, or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser. The Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to the changes based upon the method of original determination of Percentages of Value for the Project. All Owners of Units and other persons who acquire an interest in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose, which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF CONDOMINIUM

6.1 Expandability. The Project established by this Master Deed consists of [22] Condominium Units which may not be expanded.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of [22] Units and may, at the election of the Developer, be contracted to a minimum of [_____] Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the recording of this Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1 from the Condominium; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that

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development plans.

the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

8.1 Limits of Conversion. The Project established by this Master Deed initially consists of [22] Condominium Units and may, at the election of the Developer, be increased by the creation of a maximum of [_____] additional Units within the Convertible Areas defined below.[3]

8.2 Conversion Rights. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the conversion of all or any part of the Common Elements designated as "**Convertible Areas**" on the Condominium Subdivision Plan into additional Condominium Units and/or Limited Common Elements appurtenant to Units. The Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project under a manner which gives reasonable recognition to the total number of Units, based upon the method of original determination of Percentages of Value.

8.3 Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of such area in any particular order,

[3] To be confirmed upon final completion and approval of development plans.

to construct particular improvements on any converted Unit. Other than as provided in this Section, there are no restrictions or limitations on the right of the Developer to create additional Units, the portion or portions of the Convertible Area that may be converted, the time or order of such conversions, or the number of Units and/or Common Elements that may be converted.

8.4 Amendment(s) to Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project.

8.5 Redefinition of Common Elements. The conversion amendment(s) to the Master Deed made by the Developer may contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional Units being added to the Project. In connection with any such amendment(s), the Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Section.

8.6 Additional Provisions. Any amendment(s) to the Master Deed made by the Developer for conversion purposes may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the Unit(s) being added to the Project; and (ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9.2 Easements Reserved by Developer. The Developer reserves non-exclusive easements for the benefit of itself its successors and assigns, which may be used at any time or times:

(a) to use, improve and/or extend all roadways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Section 6; and

(b) to use, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the Property referenced in Section 2;

for the benefit of any real property in which Developer owns an interest which adjoins the Project. The easements described in this subsection 9.2 are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the easements.

9.3 Easement for City Water, Sanitary Sewer, Utilities and a Public Trail. The Property is burdened by easements granted to the City of the Village of Douglas for water and sanitary sewer utilities, sidewalks and a public trail, as shown on Exhibit B. The easements shall be maintained by the City, or municipal utility authority, or its successors and assigns, except for the public trail which shall be maintained by the Association.

9.4 Easement for Storm Sewer. The Property is burdened by easements for a storm sewer as shown on Exhibit B. The easements shall be maintained by the Association, or its successors and assigns. The easements dedicated to the County shall be maintained by the county drain commissioner. To the extent of any damage caused by any maintenance or repair it shall be restored by the party using and being benefited by the easement.

9.5 Cross Use Easements for Roads and Utilities. The Property is benefitted and burdened by cross use easements for private roads and utilities as shown on Exhibit B. The easements shall be maintained by the Association, or its successors and assigns. To the extent of any damage caused by any maintenance or repair it shall be restored by the party using and being benefited by the easement.

Section 10. AMENDMENT, TERMINATION AND WITHDRAWAL

10.1 Pre-Conveyance Amendments. If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

10.2 Post-Conveyance Amendments. If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans on the secondary market.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Owners, with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner. Notice of the requested material change to the Master Deed shall be sent by the Association to the mortgagee. Any mortgagee which has not responded to the Association's proposed material change within 60 days of the sending of the notice to the mortgagee's last address of record, or such other address as mortgagee may have provided to the Association, shall be deemed to have voted in favor of the material change. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) Compliance with Law. Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) As-Built Plans. A consolidating Master Deed or amendment to the Master Deed with as-built plans attached shall be prepared and recorded by the Developer within 1 year after construction of the Project has been completed.

(f) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and

expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is an Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement. All mortgagees of record shall be given notice of the proposed agreement of termination by the Association. Any mortgagee which has not responded to the Association within 60 days after the sending of a notice to the mortgagee's last address of record, or such other address as mortgagee may have provided to the Association, shall be deemed to have voted in favor of the agreement to terminate. The termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) Real Property Ownership. Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

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

10.4 Withdrawal of Property. Notwithstanding anything in this Master Deed to the contrary, if the Developer has not completed development and construction of Units or Improvements in the Project that are identified as "**need not be built**" during a period ending 10 years after the date of commencement of construction by Developer of the Project, the Developer has the right to withdraw from the Project, all undeveloped portions of the Project not identified as "**must be built**" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. The undeveloped portions of the Project

withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units upon that land shall cease.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate document in writing, and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

Section 12. FACILITY DISCLOSURE[4]

[Signature appears on following page.]

[4] To be determined upon full environmental review of subject property.

This Master Deed has been signed by the Developer and shall be effective as of the date stated on page one.

Douglas Property Development, LLC,
a Michigan limited liability company

By: BDR Management, LLC, its Manager

By: _____
Kevin Einfeld, its Manager

STATE OF MICHIGAN)
)
COUNTY OF _____)

This document was acknowledged before me the _____day of _____, 2023, by Kevin Einfeld, the Manager of BDR Management, LLC, the Manager of Douglas Property Development, LLC, a Michigan limited liability company, on behalf of the company.

_____
Name: _____
Notary Public, _____ County, Michigan
My commission expires:_____
Acting in the County of _____

EXHIBIT A
CONDOMINIUM BYLAWS

[_____]

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EXHIBIT A

CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. [_____], is a residential site condominium project located in the City of the Village of Douglas, Allegan County, Michigan being developed so as to comprise a maximum of _____ (_____) building sites. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. 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 Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future 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 the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which 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 Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each 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. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted. Any Co-owner in default in payment of assessments shall not be entitled to vote so long as the default continues, as described in Section 5.5(c) of these Bylaws.

2.3 Eligibility to Vote. No Owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's Unit.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the Secretary of the Association. The certificate 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. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable), 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.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting 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 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 nondeveloper Owners of 75% of the total number of Units that may be created; or (ii) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. 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.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to an Owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created, whichever first occurs, two or more persons shall be selected by the Developer from among the nondeveloper Owners to

serve as an Advisory Committee to the Board. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board and the nondeveloper Owners and to aid in the ultimate transition of control to the 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 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.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50% of the Units that may be created, not less than one-third of the Board shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper 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% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect the percentage of members of the Board 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 which 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 Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the nondeveloper 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 nondeveloper Owners results in a right of nondeveloper 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 Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 35% of the Owners entitled to vote shall constitute a quorum of members. The written vote of any Owner furnished at or prior to a meeting, at which meeting such owner 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.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a board of directors (the "**Board**") to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. 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 elected by the members of the Association, so long as such actions are within the scope of the powers and duties which 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 for cause.

4.2 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 the following:

(a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of tile Owners,

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, upon written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. 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 Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement. The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or appurtenant Limited Common Elements which are the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of 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 the Owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The expenses incurred by the Association for the maintenance, repair and replacement of the General Common Elements shall be expenses which are assessed pro rata to all of the Unit Owners as a common expense. The expenses that are incurred by the Association for the maintenance, repair, and replacement of Limited Common Elements which are appurtenant only to a limited number of Units shall be assessed equally only to the Unit Owners of those Units to which the Limited Common Element is appurtenant. The Association or its agent shall have access to each Unit (but not to the interior of any

residence or garage within a 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 which 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.

4.5 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 which is equal to or greater than 10% 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.

4.6 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 or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the 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.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 67% percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative 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 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.

5.2 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 Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of' an Owner for any existing or future assessment.

(b) Budget Adjustments. 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 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 Section 5.5: 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 67% or more of all 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 ally creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, 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 four (4) equal quarterly 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. Provided, however, that the Board, including the first Board appointed by the Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Co-owners begin to use the Common Elements on a regular basis.

5.4 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 Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that person is the Owner of the Unit, and no Owner may become exempt from liability for the 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 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 Owner or anyone claiming under the 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 or 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 and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed 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 5 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, or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of the Association's intent to do so. An 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 Owner of ingress and egress to and from the 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 attorneys' 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.

5.6 Financial Responsibility of the Developer. The responsibility of the Developer for assessments is as follows:

(a) Pre-Turnover Expenses. Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books of the Association balanced, but the Developer, and its affiliates should any Units owned by the Developer be conveyed to an affiliate for development and construction purposes, shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association which is incurred prior to the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, and continuing for any remaining Development and Sales Period, the Developer, and its affiliates should any Units owned by the Developer be conveyed to an affiliate for development and construction purposes, shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer or an affiliated entity.

Section 6. TAXES, INSURANCE AND REPAIR

6.1 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 which 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 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.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each 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. All insurance shall be purchased by the Board for the benefit of the Association, the 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) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit (including kitchen cabinets), and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property located within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation as to any claims against any Owner or the Association for insured losses.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, 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 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 Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual 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 Owner, the Developer or the Association, which rights are waived.

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

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the project, it will be repaired or rebuilt unless the 80% or more of the Owners agreeing not to repair or rebuild includes the 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 Owner of the affected Unit 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 Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The 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 Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage which 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, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

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

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Owner of the Unit and any mortgagee, as their interests may appear. If an Owner's entire Unit is taken by eminent domain, such 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% or more of the 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 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 and, if any Unit shall have been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based upon the continuing total value of the Condominium of 100%. 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 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 recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this Section, Section 133 of the Act shall control upon any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this Section. Design standards promote quality, value and stability, for Unit Owners. The standards in this Section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until building plans or specifications and a landscaping plan acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading and landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer. The Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, grading or landscaping plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. An architectural review committee (the "**Review Committee**") shall be appointed by the Developer. After the Development and Sales Period it shall be appointed by the Board of Directors. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image. The Review Committee shall charge a fee for its work of $500 during the Development and Sales Period and thereafter, such amount as shall be set by the Board of Directors.

7.4 Architectural Review. Following the Development and Sales period, no residence, structure or other improvements shall be constructed within a Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement unless plans and specifications, containing such detail as the Review Committee may reasonably require, have first been approved in writing by the Review Committee. The Review

Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within 3 months after the date of plan approval, the name of the proposed residential builder must be submitted at the time the plans and specifications are submitted. If construction is to be delayed beyond 3 months, the name of the proposed residential builder must be submitted for approval at least 30 days prior to the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this Section shall comply with the following requirements:

(a) Construction Materials.

(1) Each residence shall be finished with wood, masonry (brick) or fiber cement board exterior. Exposed chimneys shall be constructed of brick, stone or fiber cement board exterior.

(2) Any children's play areas shall be constructed of wood. Fencing shall be constructed of wood or metal as approved by the Developer during the Development and Sales Period and the Review Committee thereafter.

(3) All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements.[1]

(1) No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and basements (whether full basements, daylight basements or walkout basements):

[1] To be finalized upon final review and approval of development plans.

One-story home - [_____] sq. ft.
Multi-story home - [_____] sq. ft.

(c) Detached Structures. A detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space. No such accessory structure shall have any kitchen installed in it.

(d) Mail and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. The Developer will install a mail and delivery box for each Unit for which the initial Unit Owner shall pay the Developer a fee of $500.00.

(e) Prohibition of Wells. No wells are permitted to be drilled within the Project.

(f) Due Care Summary. A summation of environmental due care analysis for the real property in which the Project is located is attached to these Condominium Bylaws. No construction, improvements or other actions shall be undertaken within a Unit or the Project which is contrary to the due care analysis.

(g) [Vapor Extraction Systems.[2] Reserved.]

(h) Living Quarters Above Garages. Subject to Section 8.4 below, sleeping quarters and bathroom facilities may be constructed on the upper level of attached or detached garages, however, these quarters shall not be provided with stoves or ovens.

(i) Unit 22 Sanitary Sewer. The sanitary sewer for Unit 22 shall be by private grinder pump and force main back to the gravity sanitary sewer within the private drive connected to Unit 22.

7.7 Codes and Ordinances. In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.8 Time for Construction. At the time of' submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than 3 years after the date of approval) must be agreed upon and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement; provided, that the Committee may extend the time for either commencement and/or completion when, in its opinion, conditions warrant an extension.

[2] To be confirmed upon full environmental review of the subject property.

7.9 Reserved Developer Rights. The purpose of Section 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Review Committee and the Board of the Association shall appoint 3 new members to the Review Committee. In each succeeding year, or at such other intervals as the Board may decide, the Board shall appoint or re-appoint the 3 members to serve on the Review Committee.

7.11 Permitted Variance. The Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of' this Section, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use.

(a) 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 and 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, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. 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 on any Unit.

(b) To be permitted as a **"home occupation"**, there must be: (i) no sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (ii) no goods or commodities shall be kept for viewing and/or sale upon the Unit or within the Project; and (iii) no mechanical or electrical equipment is used, other that personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation.

8.2 Common Areas. The Common Elements shall be used only by the 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 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 Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Owner's Unit without prior approval of the Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the Lease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by Section 10.

(c) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source or annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. 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 which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses.

(1) No unlawful use shall be conducted on the Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(2) No wells are permitted within the Project. All water usage must be drawn from the municipal water system of the City of the Village of Douglas.

(e) Signs. No signs or other advertising devices, including "For Sale" signs, shall be displayed from any residence or on any Unit which are visible from the exterior of

the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

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

(h) Pets and Animals. No animals, or birds or fowl may be kept or maintained on any unit except for domestic dog(s)and domestic cat(s) not to exceed a combination of 2 in total, and two caged birds, 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. 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 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, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

(i) Recreational Vehicles. All recreational vehicles, boats, trailers and golf carts shall be stored in the Unit's garage at night with full closure of the garage door. No snowmobile, all-terrain vehicle or other motorized recreational vehicle, except for golf carts, shall be operated on the Property roads, except for ingress and egress. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Lawn Care and Landscaping. Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least 2 times each month during the growing season.

(k) Recreational Facilities. No above-ground pools and other recreational facilities or dog runs will be permitted on any Unit without Review Committee approval. All exterior hot tubs and spas must be approved by the Review Committee prior to installation.

(l) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. All trash will be picked up by a common person or company selected by the Association.

(m) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

(n) Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee as to size, location, color and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair an Owner's installation, maintenance or use of the satellite dish.

(o) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(p) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8, the use of' any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. 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 Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Owners.

8.6 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 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 Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the 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.

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

8.10 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for 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.

Section 9. MORTGAGES

9.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Section as the "Mortgagees"). The information relating to Mortgagees will be made available to the Association

as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. Upon request of any Mortgagee, the Association shall notify that 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.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit shall upon written request to the Association be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 10. LEASES

10.1 Notice of Lease. An Owner intending to lease a Unit, shall disclose that fact in writing to the Association and supply the Association with a copy of the lease form for Association approval, before presenting a lease form to the prospective tenant. No Unit shall be leased for a period of less than [30][3] days.

10.2 Terms of Lease. All 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.

10.3 Remedies of Association. If the Association determines that any occupant other than an Owner 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 Owner by certified mail advising of the alleged violation by the occupant.

(b) Investigation. The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the 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 occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or occupant in connection with the Unit or the Project.

[3] To be confirmed.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to an occupant occupying the Owner's Unit under a lease or rental agreement and the occupant, after receiving such notice, shall deduct from rental payments due the 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 occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner shall sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit, the Owner shall give written notice to the Association within 5 days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 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 Owners or between such 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 and 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 arbitrations.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be entered into 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 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 $2,500.00 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 Owners, a contract to settle by arbitration shall be entered into with 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 $10,000.00 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such 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.

Section 13. OTHER PROVISIONS

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

13.2 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.

13.3 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 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 Owners. Any 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.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Section 10 of the Master Deed.

13.5 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;

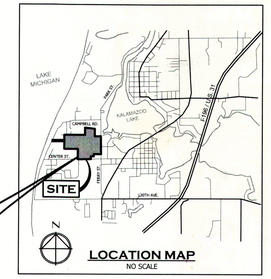
(4) the Association Bylaws;

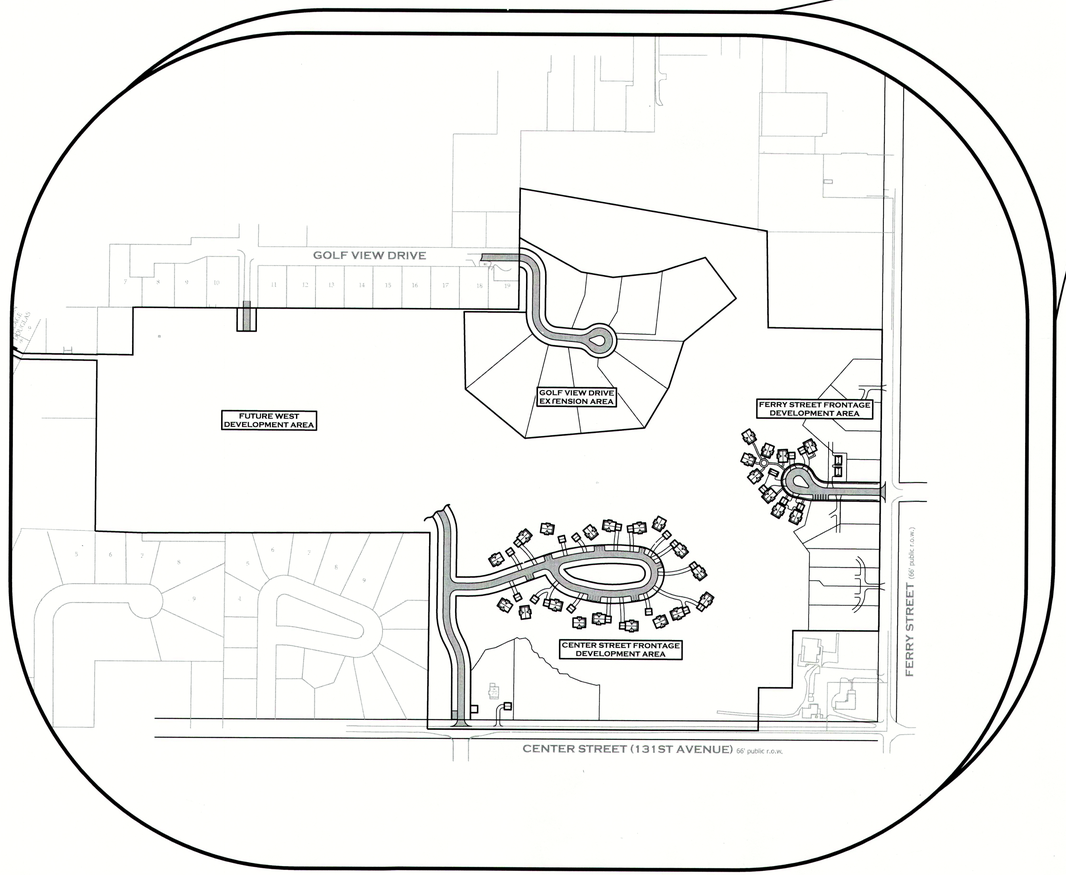
(5) the Rules and Regulations of the Association; and

(6) the Disclosure Statement.

WESTSHORE GOLF REDEVELOPMENT P.U.D.

CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN





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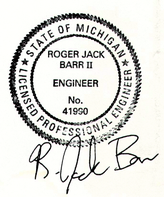

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Holland, MI 49423
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Cover Sheet
WESTSHORE GOLF REDEVELOPMENT P.U.D.
PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC
Attention: Kevin Einfeld
5510 Cascade Road SE, Suite 21
Grand Rapids, Michigan 49546
Phone: (616) 458-8505

no.	comment	date
1	PRELIMINARY PUD SUBMITTAL	12/12/11
2	PRELIMINARY PUD SUBMITTAL	03/07/12
3	PRELIMINARY PUD SUBMITTAL	03/26/12
4	FINAL PUD SUBMITTAL	04/20/12
5	FINAL PUD SUBMITTAL	05/21/12
6	FINAL PUD SUBMITTAL	06/26/12
7	FINAL PUD SUBMITTAL	07/25/12
8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

COVER

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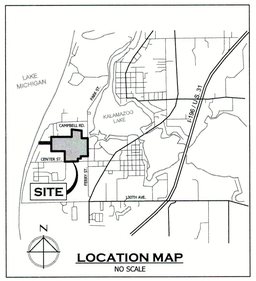




SCALE: 1" = 100'

SCHEDULE B-SECTION II NOTES

(6) Drain Easement, Liber 3051, Page 502, affects the subject property as plotted and shown hereon.

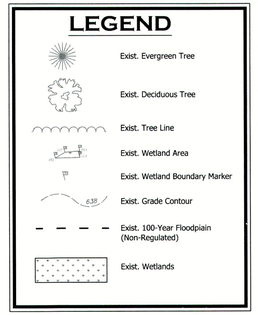
(7) Drain Easement, Liber 3051, Page 506, Allegan County records, affects the subject property as plotted and shown hereon.

(11) Easement to Allegan County Department of Public Works, Liber 932, Page 496, Allegan County records, affects the subject property as plotted and shown hereon.

(16) Non-Regulated Floodplain

LEGEND

- Exist. Evergreen Tree
- Exist. Deciduous Tree
- Exist. Tree Line
- Exist. Wetland Area
- Exist. Wetland Boundary Marker
- Exist. Grade Contour
- Exist. 100-Year Floodplain (Non-Regulated)
- Exist. Wetlands



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

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:
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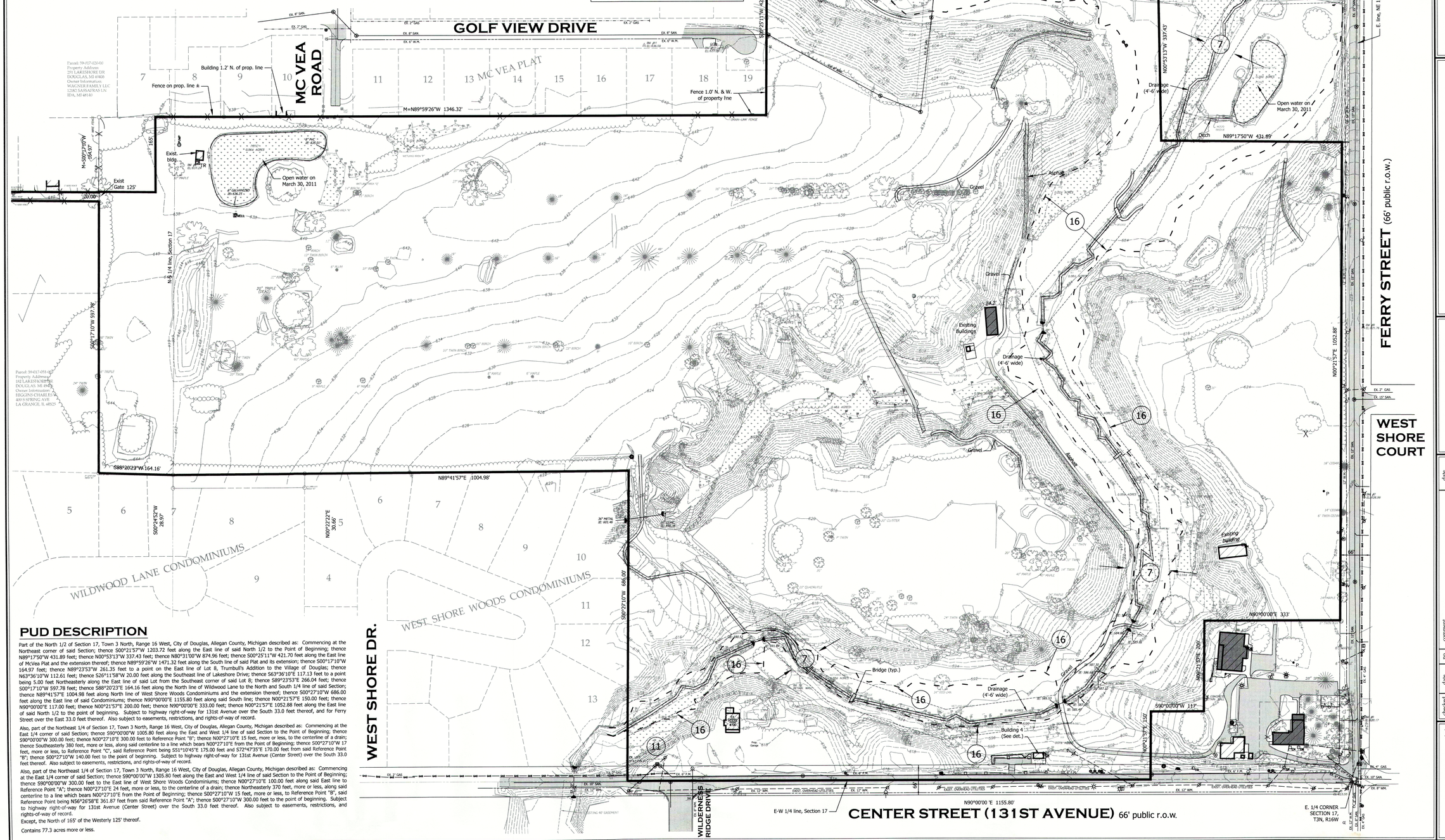

PUD DESCRIPTION

Part of the North 1/2 of Section 17, Town 3 North, Range 16 West, City of Douglas, Allegan County, Michigan described as: Commencing at the Northeast corner of said Section; thence S00°21'57"W 1203.72 feet along the East line of said North 1/2 to the Point of Beginning; thence N89°17'50"W 431.89 feet; thence N00°53'13"W 337.43 feet; thence N80°31'00"W 874.96 feet; thence S00°25'11"W 421.70 feet along the East line of McVea Plat and the extension thereof; thence N89°59'26"W 1471.32 feet along the South line of said Plat and its extension; thence S00°17'10"W 164.97 feet; thence N89°23'53"W 261.35 feet to a point on the East line of Lot 8, Trumbull's Addition to the Village of Douglas; thence N63°36'10"W 112.61 feet; thence S26°11'58"W 20.00 feet along the Southeast line of Lakeshore Drive; thence S63°36'10"E 117.13 feet to a point being 5.00 feet Northeasterly along the East line of said Lot from the Southeast corner of said Lot 8; thence S89°23'53"E 266.04 feet; thence S00°17'10"W 597.78 feet; thence S88°20'23"E 164.16 feet along the North line of Wildwood Lane to the North and South 1/4 line of said Section; thence N89°41'57"E 1004.98 feet along North line of West Shore Woods Condominiums and the extension thereof; thence S00°27'10"W 686.00 feet along the East line of said Condominiums; thence N90°00'00"E 1155.80 feet along said South line; thence N00°21'57"E 150.00 feet; thence N90°00'00"E 117.00 feet; thence N00°21'57"E 200.00 feet; thence N90°00'00"E 333.00 feet; thence N00°21'57"E 1052.88 feet along the East line of said North 1/2 to the point of beginning. Subject to highway right-of-way for 131st Avenue over the South 33.0 feet thereof, and for Ferry Street over the East 33.0 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

Also, part of the Northeast 1/4 of Section 17, Town 3 North, Range 16 West, City of Douglas, Allegan County, Michigan described as: Commencing at the East 1/4 corner of said Section; thence S90°00'00"W 1005.80 feet along the East and West 1/4 line of said Section to the Point of Beginning; thence S90°00'00"W 300.00 feet; thence N00°27'10"E 300.00 feet to Reference Point "B"; thence N00°27'10"E 15 feet, more or less, to the centerline of a drain; thence Southeasterly 380 feet, more or less, along said centerline to a line which bears N00°27'10"E from the Point of Beginning; thence S00°27'10"W 17 feet, more or less, to Reference Point "C", said Reference Point being S51°10'45"E 175.00 feet and S72°47'35"E 170.00 feet from said Reference Point "B"; thence S00°27'10"W 140.00 feet to the point of beginning. Subject to highway right-of-way for 131st Avenue (Center Street) over the South 33.0 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

Also, part of the Northeast 1/4 of Section 17, Town 3 North, Range 16 West, City of Douglas, Allegan County, Michigan described as: Commencing at the East 1/4 corner of said Section; thence S90°00'00"W 1305.80 feet along the East and West 1/4 line of said Section to the Point of Beginning; thence S90°00'00"W 300.00 feet to the East line of West Shore Woods Condominiums; thence N00°27'10"E 100.00 feet along said East line to Reference Point "A"; thence N00°27'10"E 24 feet, more or less, to the centerline of a drain; thence Northeasterly 370 feet, more or less, along said centerline to a line which bears N00°27'10"E from the Point of Beginning; thence S00°27'10"W 15 feet, more or less, to Reference Point "B", said Reference Point being N56°26'58"E 361.87 feet from said Reference Point "A"; thence S00°27'10"W 300.00 feet to the point of beginning. Subject to highway right-of-way for 131st Avenue (Center Street) over the South 33.0 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

Except, the North of 165' of the Westerly 125' thereof.

Contains 77.3 acres more or less.

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217 Grandville Ave., Suite 302
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PHONE: 616.575.5190

HOLLAND
347 Hoover Boulevard
Holland, MI 49423
PHONE: 616.393.0449

Existing Conditions & Survey Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention:
Kevin Einfeld

5510 Cascade Road SE, Suite 21
Grand Rapids, Michigan 49546
Phone: (616) 458-8505

no.	comment	date
1	PRELIMINARY PUD SUBMITTAL	12/12/11
2	PRELIMINARY PUD SUBMITTAL	03/07/12
3	PRELIMINARY PUD SUBMITTAL	03/26/12
4	FINAL PUD SUBMITTAL	04/20/12
5	FINAL PUD SUBMITTAL	05/21/12
6	FINAL PUD SUBMITTAL	06/28/12
7	FINAL PUD SUBMITTAL	07/25/12
8		

checked	date:	drawn by:	date:
RJB	12/12/11	WDS	11/20/11
RJB	03/07/12		
RJB	03/26/12		
RJB	04/20/12		
RJB	05/21/12		
RJB	06/28/12		
RJB	07/25/12		
		checked by: RJB	date: 12/12/11

project no.:
11200074

C-100

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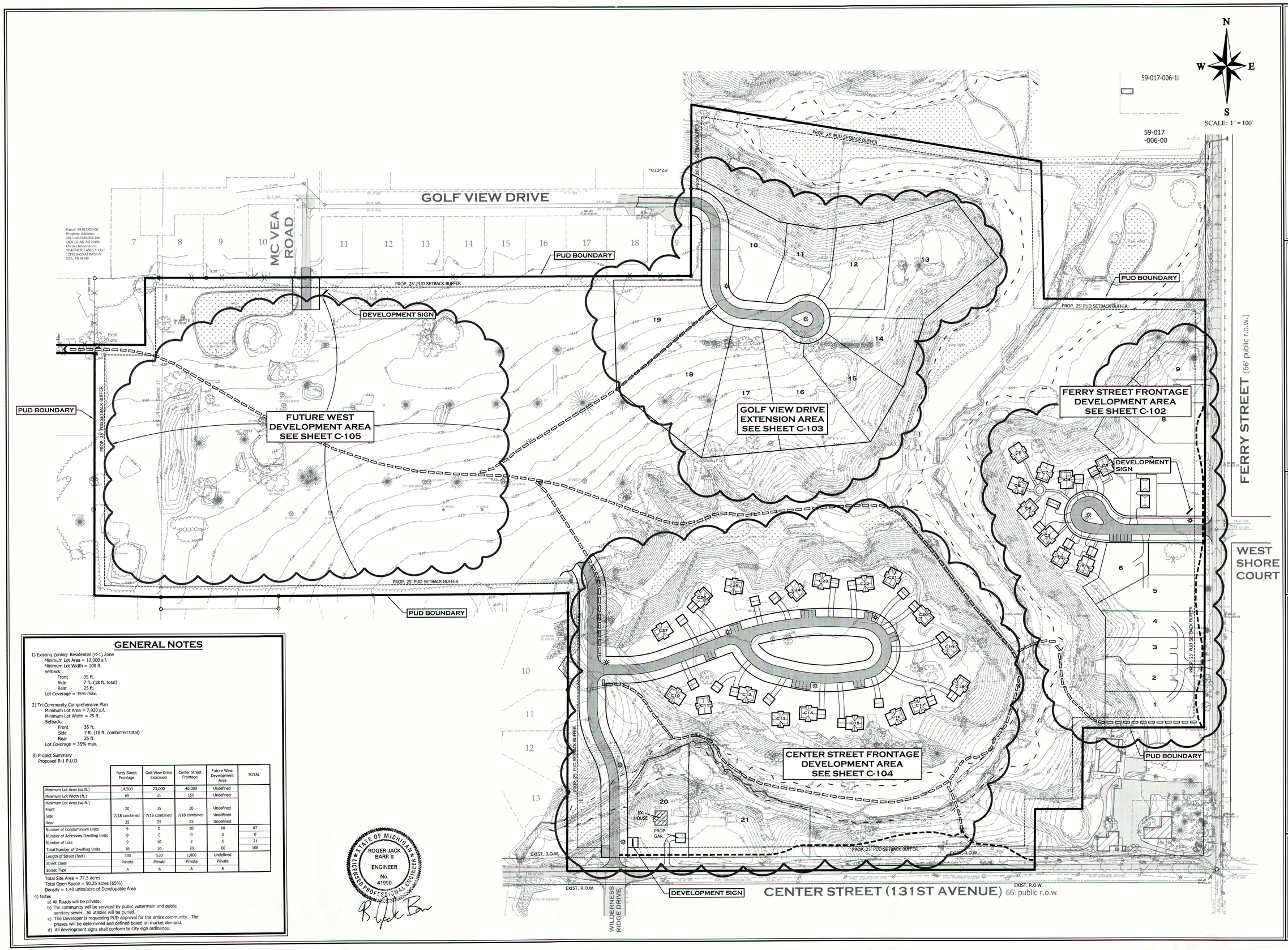

GENERAL NOTES

1) Existing Zoning- Residential (R-1) Zone
   Minimum Lot Area = 12,000 s.f.
   Minimum Lot Width = 100 ft.
   Setback:
   Front 35 ft.
   Side 7 ft. (18 ft. total)
   Rear 25 ft.
   Lot Coverage = 35% max.

2) Tri-Community Comprehensive Plan
   Minimum Lot Area = 7,920 s.f.
   Minimum Lot Width = 75 ft.
   Setback:
   Front 35 ft.
   Side 7 ft. (18 ft. combinted total)
   Rear 25 ft.
   Lot Coverage = 35% max.

3) Project Summary
   Proposed R-1 P.U.D.

	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	Future West Development Area	TOTAL
Minimum Lot Area (sq.ft.)	14,500	23,000	40,000	Undefined	
Minimum Lot Width (ft.)	65	21	150	Undefined	
Minimum Lot Area (sq.ft.)					
Front	20	35	20	Undefined	
Side	7/18 combined	7/18 combined	7/18 combined	Undefined	
Rear	25	25	25	Undefined	
Number of Condominium Units	9	0	18	60	87
Number of Accessory Dwelling Units	0	0	0	0	0
Number of Lots	9	10	2	0	21
Total Number of Dwelling Units	18	10	20	60	108
Length of Street (feet)	330	530	1,800	Undefined	
Street Class	Private	Private	Private	Private	
Street Type	A	A	A	A	

Total Site Area = 77.3 acres
Total Open Space = 50.25 acres (65%)
Density = 1.40 units/acre of Developable Area

4) Notes
   a) All Roads will be private.
   b) The community will be serviced by public watermain and public sanitary sewer. All utilities will be buried.
   c) The Developer is requesting PUD approval for the entire community. The phases will be determined and defined based on market demand.
   d) All development signs shall conform to City sign ordinance.

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

Item 5A.

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Proposed Overall Site Layout Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention:
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RJB	06/28/12	6	FINAL PUD SUBMITTAL	06/28/12
RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

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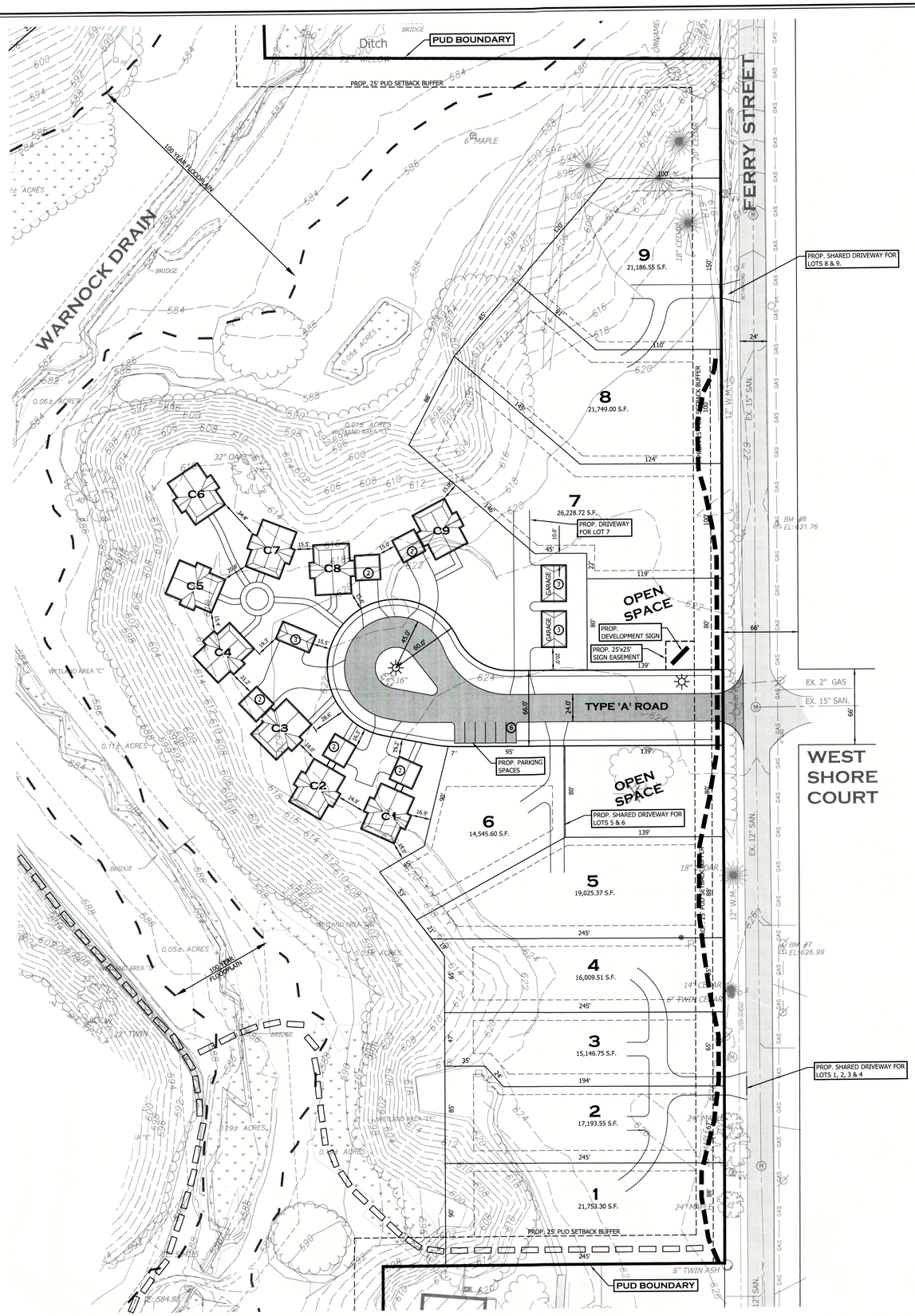

N
W E
S

SCALE: 1" = 50'

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Ferry Street Frontage Area
Proposed Site Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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DOUGLAS PROPERTY DEVELOPMENT, LLC

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RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		
checked by:	RJB	date:	12/12/11	drawn by: WDS date: 11/29/11

project no.:
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C-102

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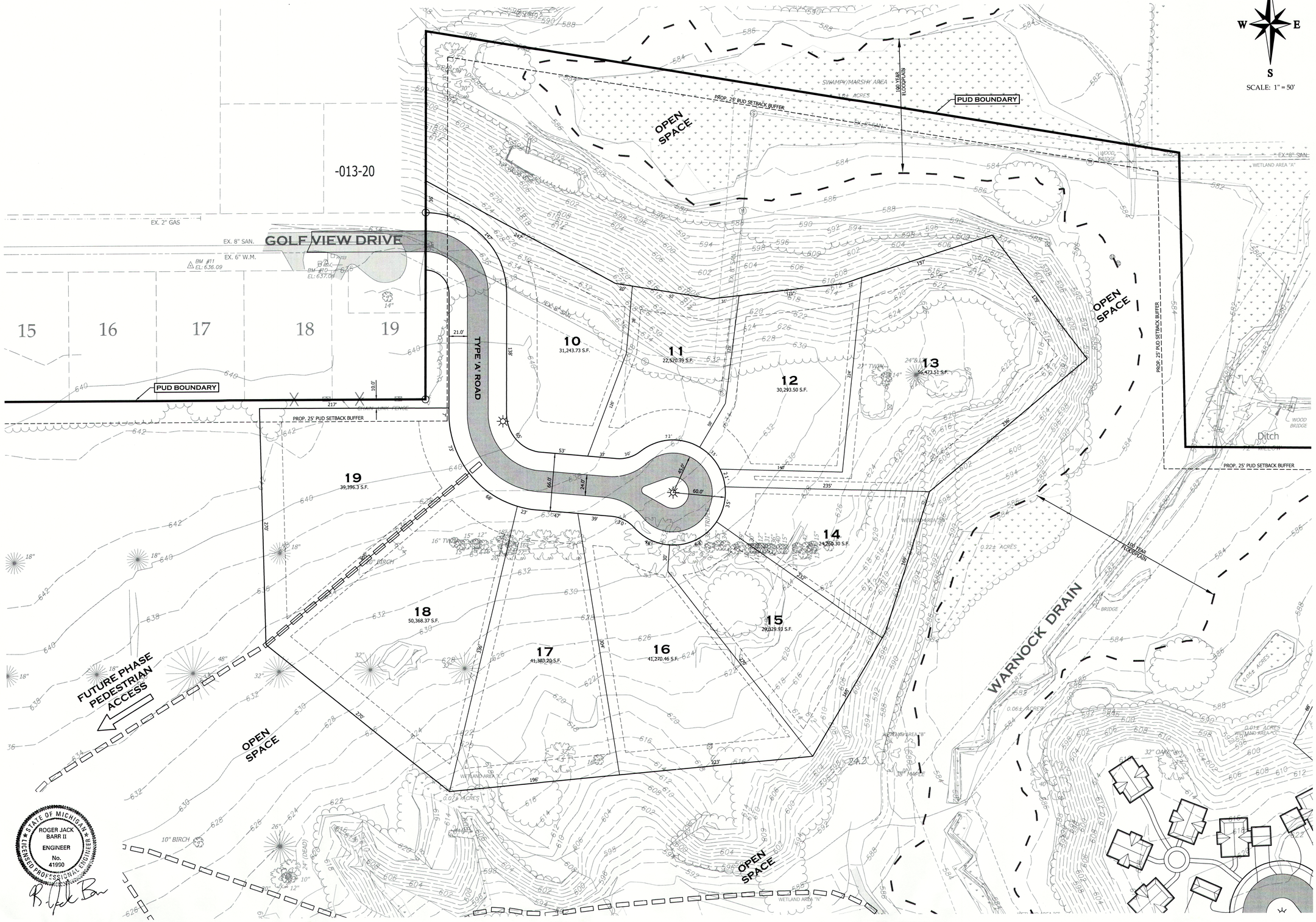

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Golf View Drive Extension Area
Proposed Site Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
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project no.:
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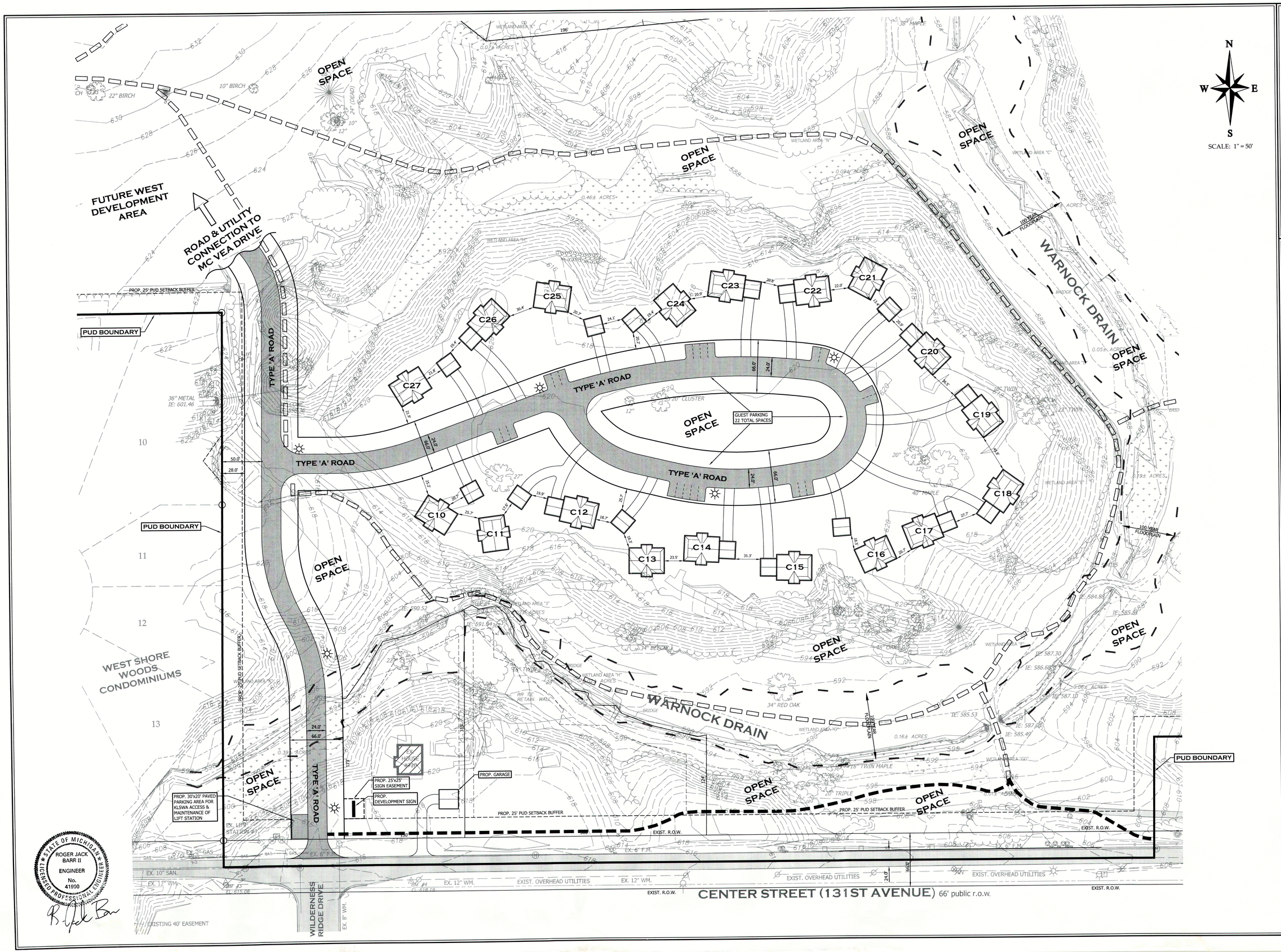

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Center Street Frontage Area
Proposed Site Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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RJB	06/28/12	6	FINAL PUD SUBMITTAL	06/28/12
RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

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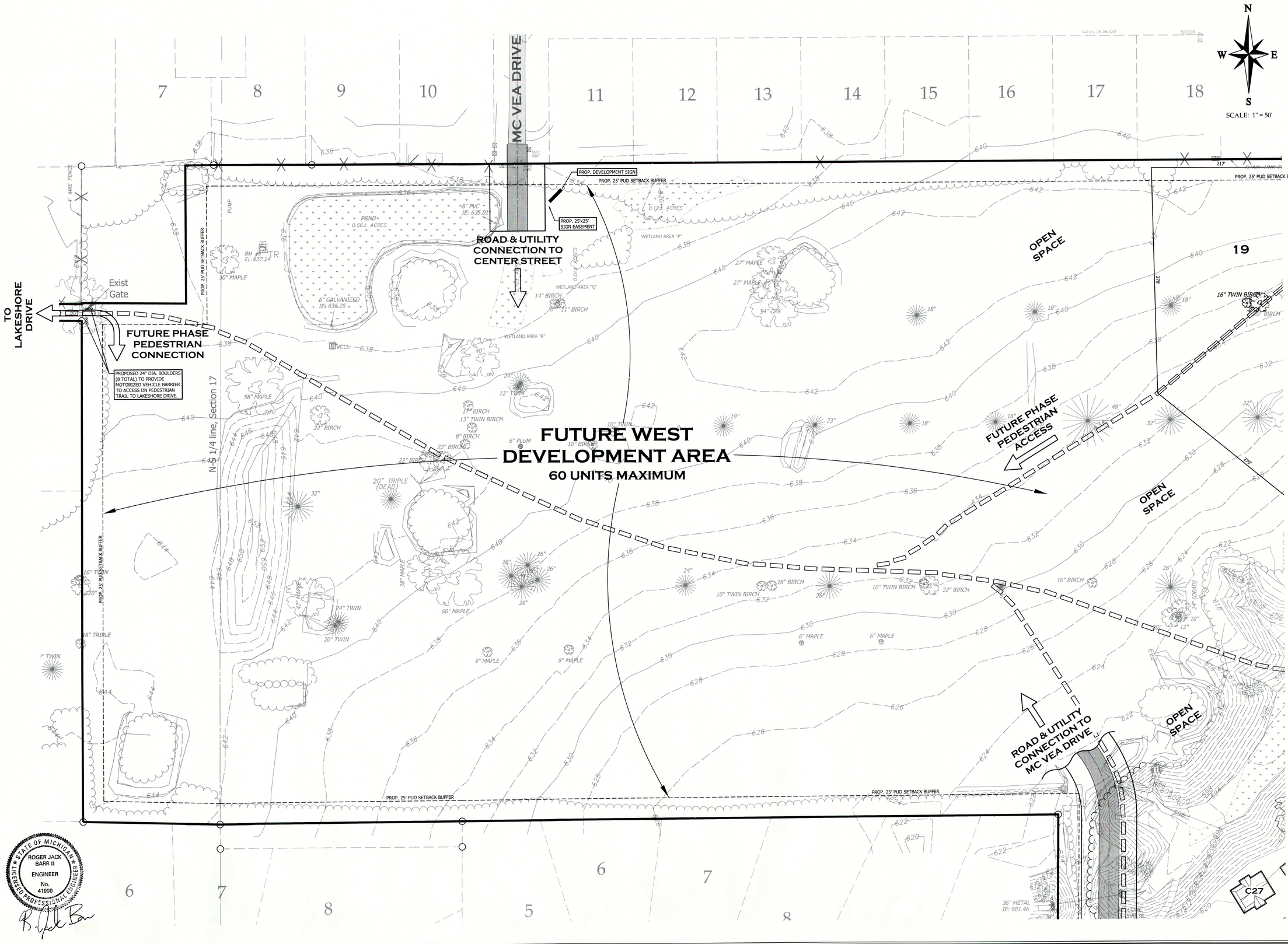

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Future West Development Area Plan
Proposed Site Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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DOUGLAS PROPERTY DEVELOPMENT, LLC

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RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

C-105

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LEGEND

- Exist. Evergreen Tree
- Exist. Deciduous Tree
- Exist. Tree Line
- Exist. Wetland Area
- Exist. Wetland Boundary Marker
- Exist. Grade Contour
- Exist. 100-Year Floodplain (Non-Regulated)

N / W / E / S

SCALE: 1" = 100'

NOTE:
EXISTING WOODED AREAS AND INDIVIDUAL TREES WILL BE SELECTIVELY REMOVED ONLY AS NECESSARY FOR CONSTRUCTION OF ROADS, UTILITIES, SIDEWALKS AND BUILDINGS. MASS TREE CLEARING OF THE SITE IS NOT PROPOSED.

Parcel: 59-017-020-00
Property Address:
251 LAKESHORE DR
DOUGLAS, MI 49406
Owner Information:
WAGNER FAMILY LLC
12182 SASSAFRAS LN
IDA, MI 48140

GOLF VIEW DRIVE
MC VEA DRIVE
MC VEA PLAT
59-017-013-00
-013-20
59-017-006-10
59-017 -006-00
FERRY STREET (66' public r.o.w.)
WEST SHORE COURT
CENTER STREET (131ST AVENUE) 66' public r.o.w.
WEST SHORE DR.
WILDWOOD LANE CONDOMINIUMS
WEST SHORE WOODS CONDOMINIUMS
WARNOCK DRAIN

EXIST. POND TO REMAIN
EXIST. BUILDINGS TO BE REMOVED
EXIST. WELL TO BE REMOVED
EXIST. BERM TO BE REMOVED
EXIST. SANITARY SEWER TO REMAIN
EXIST. CART PATH TO BE REMOVED
EXIST. POND
STEEP SLOPE
100 YEAR FLOODPLAIN
EXIST. BRIDGE TO BE REMOVED
EXIST. CULVERT TO BE REMOVED
EXIST. CULVERT TO BE REMOVED AND REPLACED.
EXIST. KLSWA SANITARY LIFT STATION TO REMAIN
EXIST. WALL AND STRUCTURE TO BE REMOVED

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

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Natural Features Inventory Map

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC
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		8		
checked by:	RJB	date:	12/12/11	drawn by: WDS date: 11/29/11

project no.:
11200074

C-106

WS 07/25/12 10:36
11200074-PREL1

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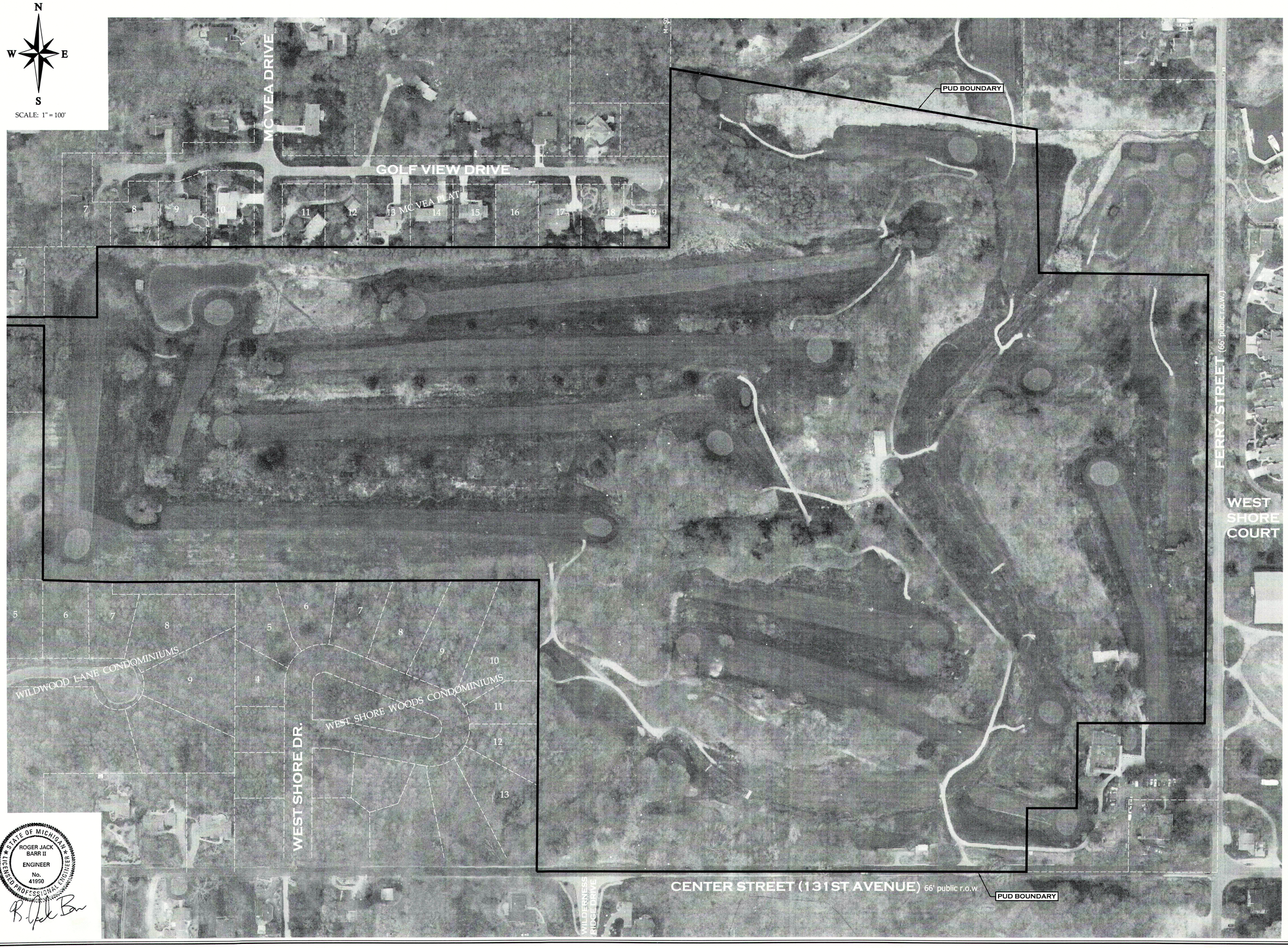

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Aerial Photograph

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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RJB	03/28/12	3	PRELIMINARY PUD SUBMITTAL	03/28/12
RJB	04/20/12	4	FINAL PUD SUBMITTAL	04/20/12
RJB	05/21/12	5	FINAL PUD SUBMITTAL	05/21/12
RJB	06/26/12	6	FINAL PUD SUBMITTAL	06/26/12
RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		
checked by:	12/12/11	date:	RJB	drawn by: WDS date: 11/29/11

project no.:
11200074

C-107

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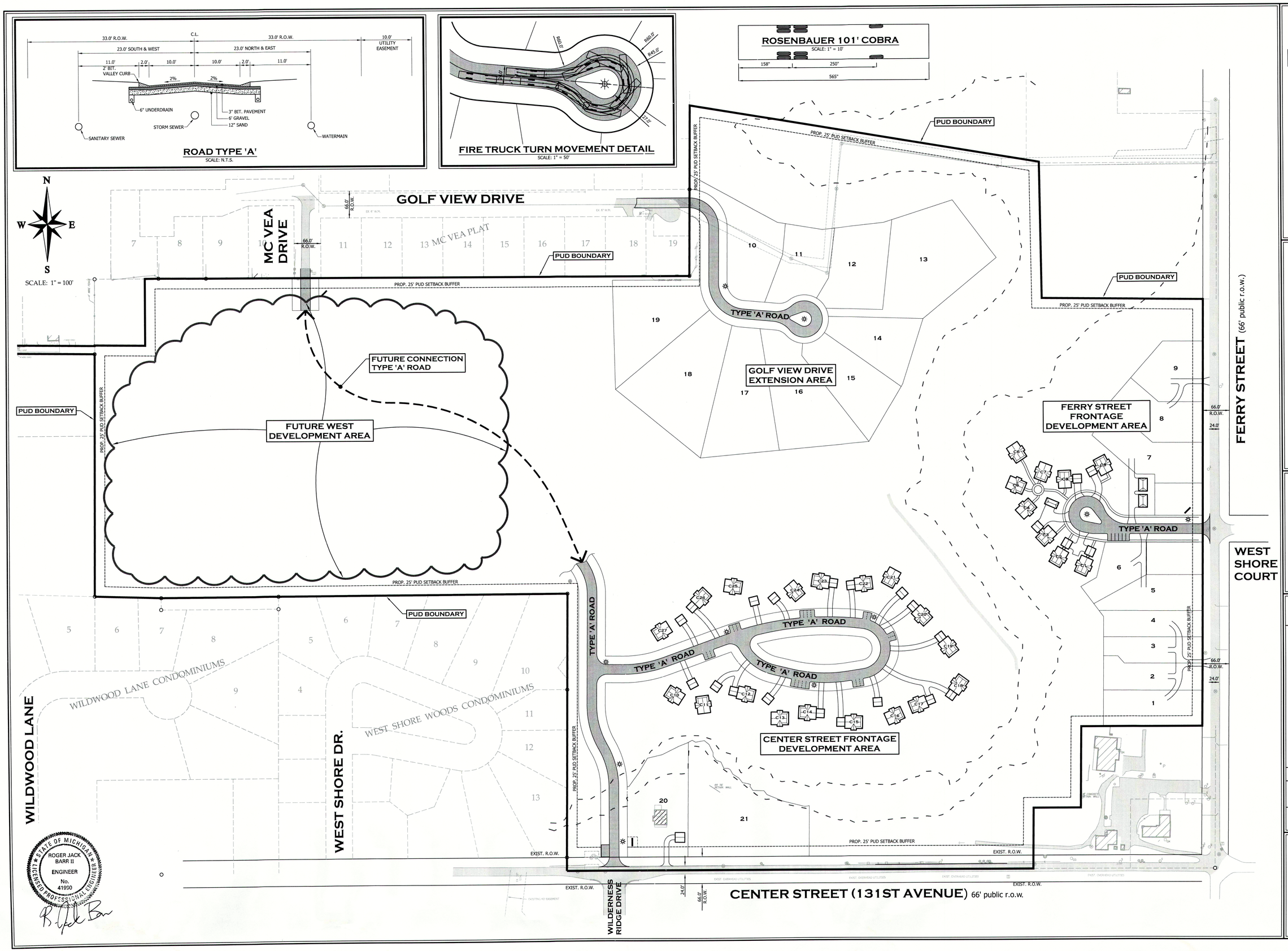
11200074PREL1 WS 07/25/12 10:38



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ANN ARBOR
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PHONE: 312.878.3897

GRAND RAPIDS
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PHONE: 616.575.5190

HOLLAND
347 Hoover Boulevard
Holland, MI 49423
PHONE: 616.393.0449

Existing and Proposed Road Network Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention:
Kevin Einfeld

5510 Cascade Road SE, Suite 21
Grand Rapids, Michigan 49546
Phone: (616) 458-8505

checked	date	no.	comment	date
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RJB	03/07/12	2	PRELIMINARY PUD SUBMITTAL	03/07/12
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RJB	06/28/12	6	FINAL PUD SUBMITTAL	06/28/12
RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

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PARKING SUMMARY TABLE

Parking Type	Ferry Street Frontage	Golf View Drive Extension	Center Street Frontage	Future West Development Area	TOTAL
Garage	37	20	44	130	231
Driveway	30	20	44	65	159
Guest Parking Areas	6	0	22	30	58
TOTAL	73	40	110	225	448

N
W E
S

SCALE: 1" = 100'

GOLF VIEW DRIVE

MC VEA DRIVE

MC VEA PLAT

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

TO LAKESHORE DRIVE

PROPOSED 24" DIA. BOULDERS (8 TOTAL) TO PROVIDE MOTORIZED VEHICLE BARRIER TO ACCESS ON PEDESTRIAN TRAIL TO LAKESHORE DRIVE.

PROP. 10' WIDE PEDESTRIAN ACCESS EASEMENT FOR PUBLIC ACCESS

8' WIDE CRUSHED CONCRETE OR GRAVEL PATH.

FUTURE WEST DEVELOPMENT AREA

GOLF VIEW DRIVE EXTENSION AREA

FERRY STREET FRONTAGE DEVELOPMENT AREA

PROP. 8' WIDE BLACKTOP PEDESTRIAN / BIKE PATH

FERRY STREET (66' public r.o.w.)

WEST SHORE COURT

PROP. 25' WIDE PEDESTRIAN ACCESS EASEMENT FOR PUBLIC ACCESS

CENTER STREET FRONTAGE DEVELOPMENT AREA

WILDWOOD LANE CONDOMINIUMS

WEST SHORE WOODS CONDOMINIUMS

WILDWOOD LANE

WEST SHORE DR.

EXIST. R.O.W.

CENTER STREET (131ST AVENUE) 66' public r.o.w.

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

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Vehicle and Pedestrian Access Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

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7	FINAL PUD SUBMITTAL	07/25/12
8		

checked by: RJB date: 12/12/11 drawn by: WPS date: 11/20/11

project no.:
11200074

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N
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SCALE: 1" = 150'

CAMPBELL ROAD
SINGAPORE COURT
MCVEA PLAT
MCVEA DRIVE
LAKESHORE DRIVE
GOLF VIEW DRIVE
MARINERS COVE STREET
HARBOR COURT
FERRY STREET
WEST SHORE COURT
ST PETERS DRIVE
HAMILTON STREET
CHESTNUT LANE
WILDWOOD LANE
WILDWOOD LANE SITE CONDO
WEST SHORE DRIVE
WEST SHORE WOODS SITE CONDO
CENTER STREET (131ST AVENUE)
MAY AVENUE
WHITTIER AVENUE
1ST STREET
2ND STREET
WILDERNESS RIDGE DRIVE
WILDERNESS RIDGE
VACANT (UNDEVELOPED)
WEST FREEMONT STREET
TRUMBULL'S DOUBLE OAK ADDITION
ALLEGAN COUNTY PLAT

R-1
R-2
R-2 (PUD)
R-3
R-4
R-5
C-1

D=W023° 06'42"
M=N85°59'38"W 362.88'
N 00°00'22" E 52.26'
13 LINKS (4 SP.)

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Vicinity Land Use Map

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

11200074-PREL1 WS 07/25/12 10:36

LEGEND

- Exist. Sanitary Sewer
- PROP. SAN. — Prop. Sanitary Sewer
- Exist. Watermain
- PROP. W.M. — Prop. Watermain
- Exist. Storm Sewer
- Prop. Storm Sewer
- Exist. 100-Year Floodplain (Non-Regulated)

N W E S

SCALE: 1" = 100'

EXISTING SANITARY SEWER PIPE AND EASEMENT TO BE REMOVED AND RELOCATED TO PROPOSED PRIVATE ROAD RIGHT OF WAY

GOLF VIEW DRIVE

MC VEA ROAD

EXIST. HYD.

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

FUTURE WATERMAIN AND SANITARY SEWER EXTENSION TO FUTURE WEST DEVELOPMENT AREA AND CENTER STREET.

GOLF VIEW DRIVE EXTENSION AREA

FERRY STREET FRONTAGE DEVELOPMENT AREA

FERRY STREET (66' public r.o.w.)

FUTURE WEST DEVELOPMENT AREA

WATERMAIN EXTENSION TO MCVEA ROAD THROUGH WEST DEVELOPMENT AREA

CENTER STREET FRONTAGE DEVELOPMENT AREA

WEST SHORE COURT

WEST SHORE DR.

WILDERNESS RIDGE DRIVE

CENTER STREET (131ST AVENUE) 66' public r.o.w.

EXIST. R.O.W.

EXIST. 8" W.M. STUB

Exist Gate

STATE OF MICHIGAN
LICENSED PROFESSIONAL ENGINEER
ROGER JACK BARR II
ENGINEER
No. 41990

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Public Utility Service Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

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checked by: RJB		8	date: 12/12/11	drawn by: WDS date: 11/29/11

project no.:
11200074

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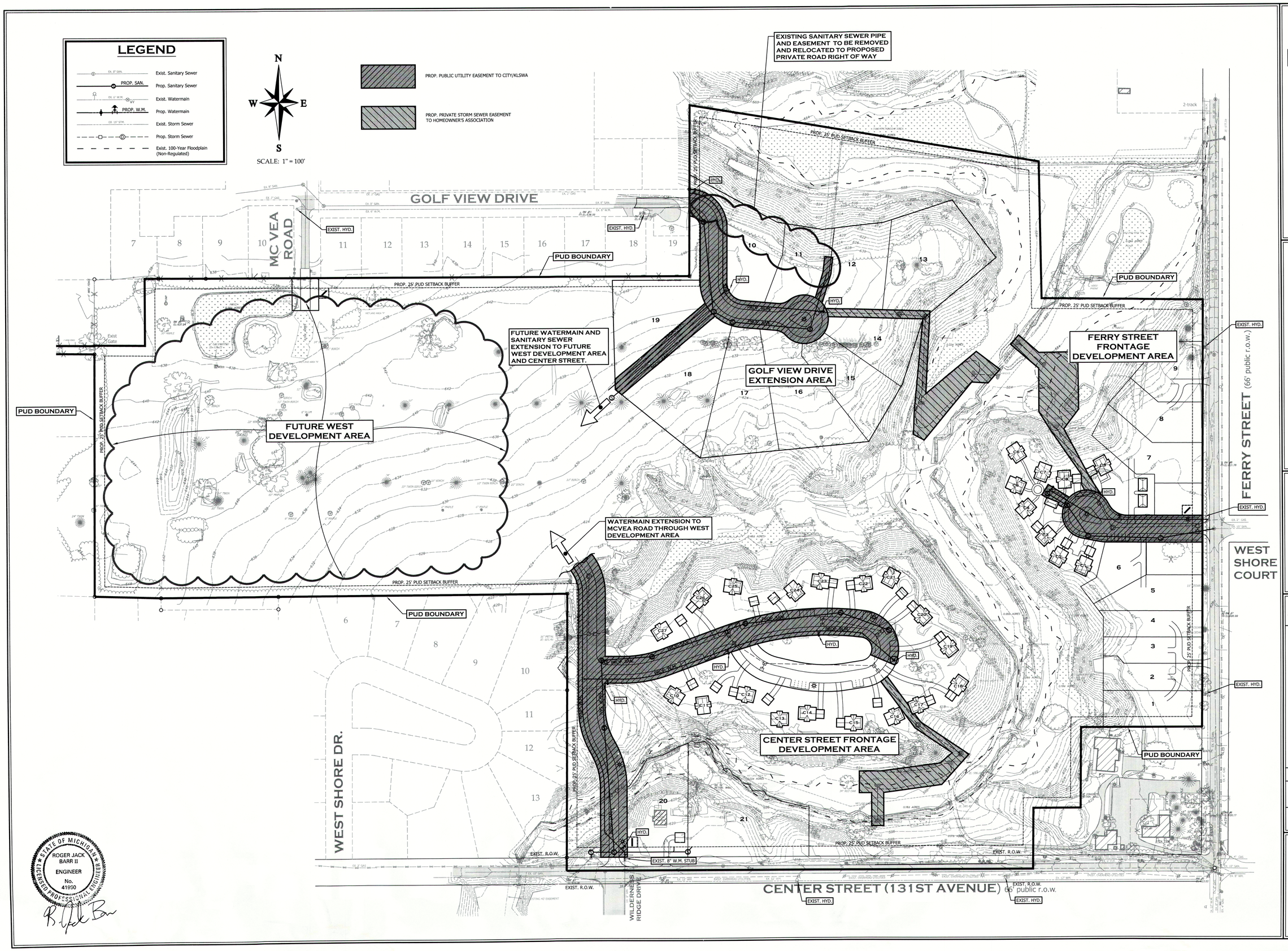

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Public Utility Easement Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

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LEGEND

- Exist. Sanitary Sewer
- Prop. Sanitary Sewer
- Exist. Watermain
- Prop. Watermain
- Exist. Storm Sewer
- Prop. Storm Sewer
- Exist. 100-Year Floodplain (Non-Regulated)

N W E S

SCALE: 1" = 100'

EXISTING SANITARY SEWER PIPE AND EASEMENT TO BE REMOVED AND RELOCATED TO PROPOSED PRIVATE ROAD RIGHT OF WAY

GOLF VIEW DRIVE

MC VEA ROAD

EXIST. HYD.

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

FUTURE WATERMAIN AND SANITARY SEWER EXTENSION TO FUTURE WEST DEVELOPMENT AREA AND CENTER STREET.

FUTURE WEST DEVELOPMENT AREA

GOLF VIEW DRIVE EXTENSION AREA

PROP. GAS/ELECTRICAL/PHONE/CABLE MAINS (APPROX. 38' FROM ROAD CENTERLINE)

FERRY STREET FRONTAGE DEVELOPMENT AREA

FERRY STREET (66' public r.o.w.)

WATERMAIN EXTENSION TO MCVEA ROAD THROUGH WEST DEVELOPMENT AREA

WEST SHORE COURT

CENTER STREET FRONTAGE DEVELOPMENT AREA

WEST SHORE DR.

CENTER STREET (131ST AVENUE) 66' public r.o.w.

WILDERNESS RIDGE DRIVE

EXIST. 8" W.M. STUB

EXIST. R.O.W.

PROP. W.M.

PROP. SAN.

HYD.

Exist Gate

2-track

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

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Private Utility Service Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T5N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention: Kevin Einfeld

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3	03/26/12	PRELIMINARY PUD SUBMITTAL	RJB
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5	05/21/12	FINAL PUD SUBMITTAL	RJB
6	06/28/12	FINAL PUD SUBMITTAL	RJB
7	07/25/12	FINAL PUD SUBMITTAL	RJB
8			checked by: RJB

date: 12/12/11 | drawn by: WDS | date: 11/20/11

project no.:
11200074

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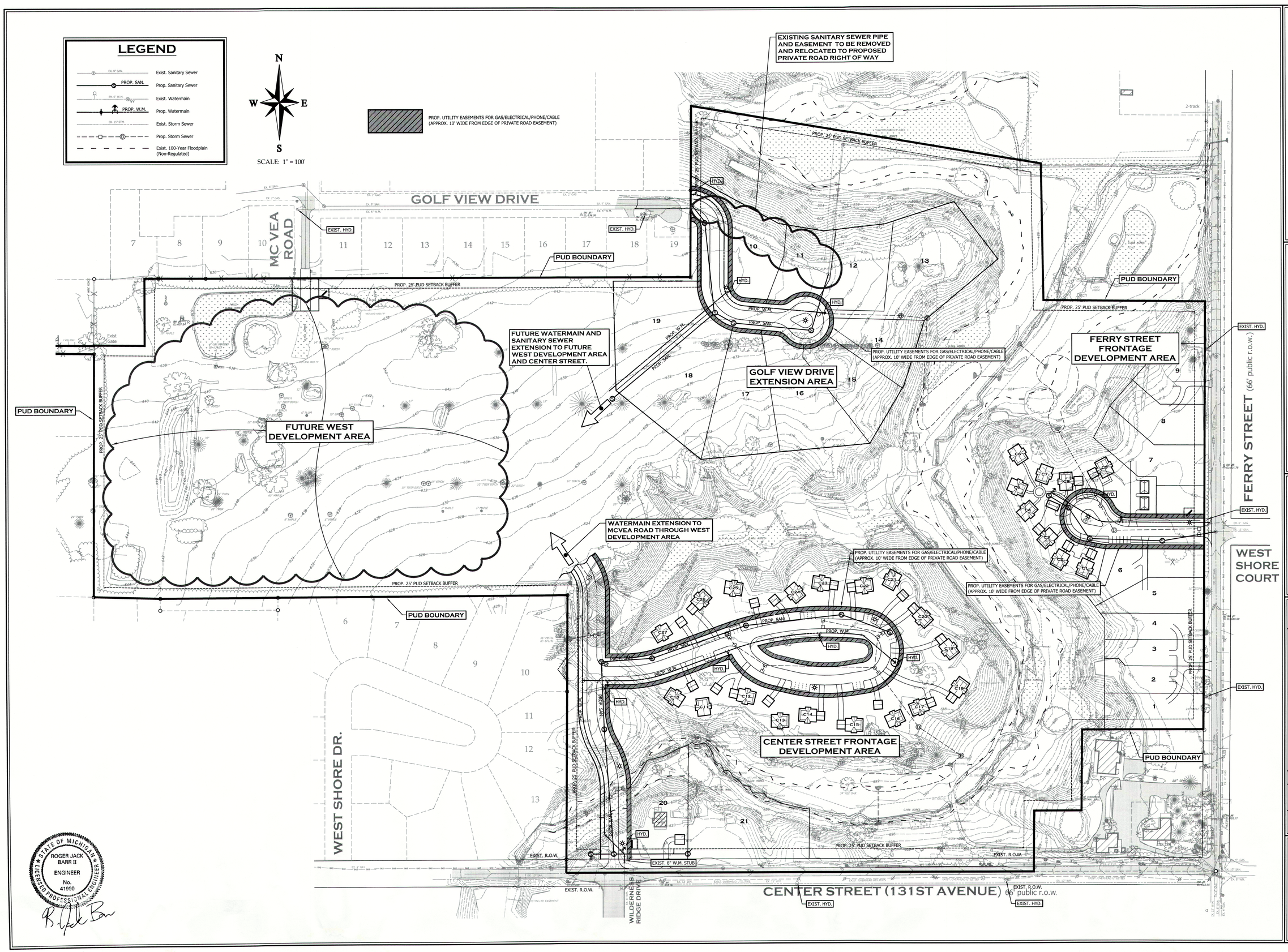

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Private Utility Easement Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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11200074

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11200074-PREL1 WS 07/25/12 10:36

LEGEND

- Exist. Evergreen Tree
- Exist. Deciduous Tree
- Exist. Tree Line
- Exist. Wetland Area
- Exist. Wetland Boundary Marker
- Exist. Grade Contour
- Exist. 100-Year Floodplain (Non-Regulated)
- Prop. 2" Caliper Deciduous Tree
- Prop. 5' Tall Evergreen Tree
- Prop. 3' Tall Evergreen Hedge Row

N / W / E / S

SCALE: 1" = 100'

NOTE:
EXISTING WOODED AREAS AND INDIVIDUAL TREES WILL BE SELECTIVELY REMOVED ONLY AS NECESSARY FOR CONSTRUCTION OF ROADS, UTILITIES, SIDEWALKS AND BUILDINGS. MASS TREE CLEARING OF THE SITE IS NOT PROPOSED.

GOLF VIEW DRIVE

MC VEA ROAD

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

PROP. 5' TALL EVERGREEN TREES AT 10' SPACING LOCATED 8' OFF PROPERTY LINE (15 TOTAL TREES)

PROP. DECIDUOUS TREES AT 30' SPACING LOCATED AT 32' FROM ROAD CENTERLINE (7 TOTAL TREES)

OPEN SPACE

GOLF VIEW DRIVE EXTENSION AREA

FUTURE WEST DEVELOPMENT AREA

PROPOSED 24" DIA. BOULDERS (8 TOTAL) TO PROVIDE MOTORIZED VEHICLE BARRIER TO ACCESS ON PEDESTRIAN TRAIL TO LAKESHORE DRIVE.

Exist. Gate

2-track

Ditch

EXIST. TREES ALONG FERRY STREET TO REMAIN AND BE APPLIED TOWARD REQUIRED "FRONTAGE LANDSCAPE"

FERRY STREET (66' public r.o.w.)

PROP. 3' TALL EVERGREEN SHRUBS AROUND GARAGE BUILDINGS (12 TOTAL TREES)

PROP. 3' TALL EVERGREEN SHRUBS (7 TOTAL TREES)

PROP. DECIDUOUS STREET TREE AT 27' FROM ROAD CENTERLINE (7 TOTAL TREES)

PROP. 3' TALL EVERGREEN HEDGE ROW (TOTAL 80-FEET LONG)

PROP. 5' TALL EVERGREEN TREES AT 15' SPACING (5 TOTAL TREES)

FERRY STREET FRONTAGE DEVELOPMENT AREA

PROP. DECIDUOUS TREES AT 30' SPACING LOCATED WITHIN RIGHT-OF-WAY AT 8' FROM EDGE OF PAVEMENT (13 TOTAL TREES)

EXIST. TREES ALONG FERRY STREET TO REMAIN AND BE APPLIED TOWARD REQUIRED "FRONTAGE LANDSCAPE"

WEST SHORE COURT

WEST SHORE DR.

PROP. DECIDUOUS TREES AT 30' SPACING LOCATED AT 32' FROM ROAD CENTERLINE (23 TOTAL TREES)

PROP. 5' TALL EVERGREEN TREES AT 30' SPACING LOCATED 10' OFF PROPERTY LINE (10 TOTAL TREES)

CENTER STREET FRONTAGE DEVELOPMENT AREA

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27

PROP. 25' PUD SETBACK BUFFER

EXIST. R.O.W.

PROP. 5' TALL EVERGREEN TREES (8 TOTAL TREES)

EXISTING TREES ALONG CENTER TO REMAIN AND BE APPLIED TOWARD REQUIRED FRONTAGE LANDSCAPE

PROP. DECIDUOUS TREES AT 30' SPACING LOCATED WITHIN RIGHT-OF-WAY AT 8' FROM EDGE OF PAVEMENT (19 TOTAL TREES)

WILDERNESS RIDGE DRIVE

CENTER STREET (131ST AVENUE 66' public r.o.w.

TYPICAL COTTAGE BUILDING PERIMETER LANDSCAPING

SCALE: N.T.S.

EXISTING TREELINE/VEGETATION
METAL~MASONRY EDGING
BOULDER/ROCK
ORNAMENTAL TREE
GRASSES
SHRUBS
SHRUBS

STATE OF MICHIGAN
ROGER JACK BARR II
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LICENSED PROFESSIONAL ENGINEER

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Landscape Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T5N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention:
Kevin Einfeld

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project no.:
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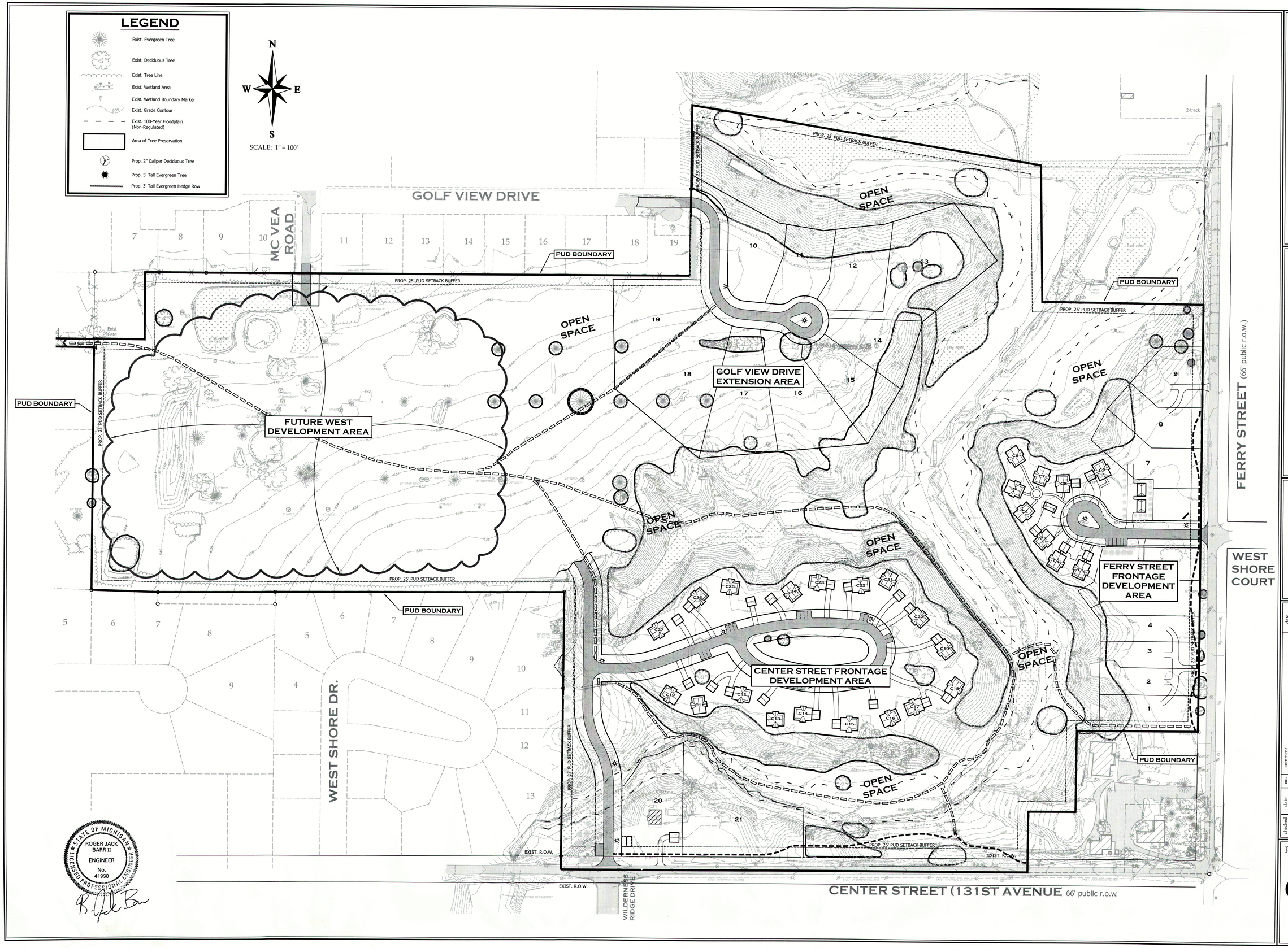

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Tree Preservation Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

Attention:
Kevin Einfeld

5510 Cascade Road SE, Suite 21
Grand Rapids, Michigan 49546
Phone: (616) 458-8505

checked	date	no.	comment	date
RJB	12/12/11	1	PRELIMINARY PUD SUBMITTAL	12/12/11
RJB	03/07/12	2	PRELIMINARY PUD SUBMITTAL	03/07/12
RJB	03/28/12	3	PRELIMINARY PUD SUBMITTAL	03/28/12
RJB	04/20/12	4	FINAL PUD SUBMITTAL	04/20/12
RJB	05/21/12	5	FINAL PUD SUBMITTAL	05/21/12
RJB	06/28/12	6	FINAL PUD SUBMITTAL	06/28/12
RJB	07/25/12	7	FINAL PUD SUBMITTAL	07/25/12
		8		

checked by: RJB date: 12/12/11 drawn by: WDS date: 11/29/11

project no.:
11200074

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WS 07/25/12 10:36
11200074-PREL1

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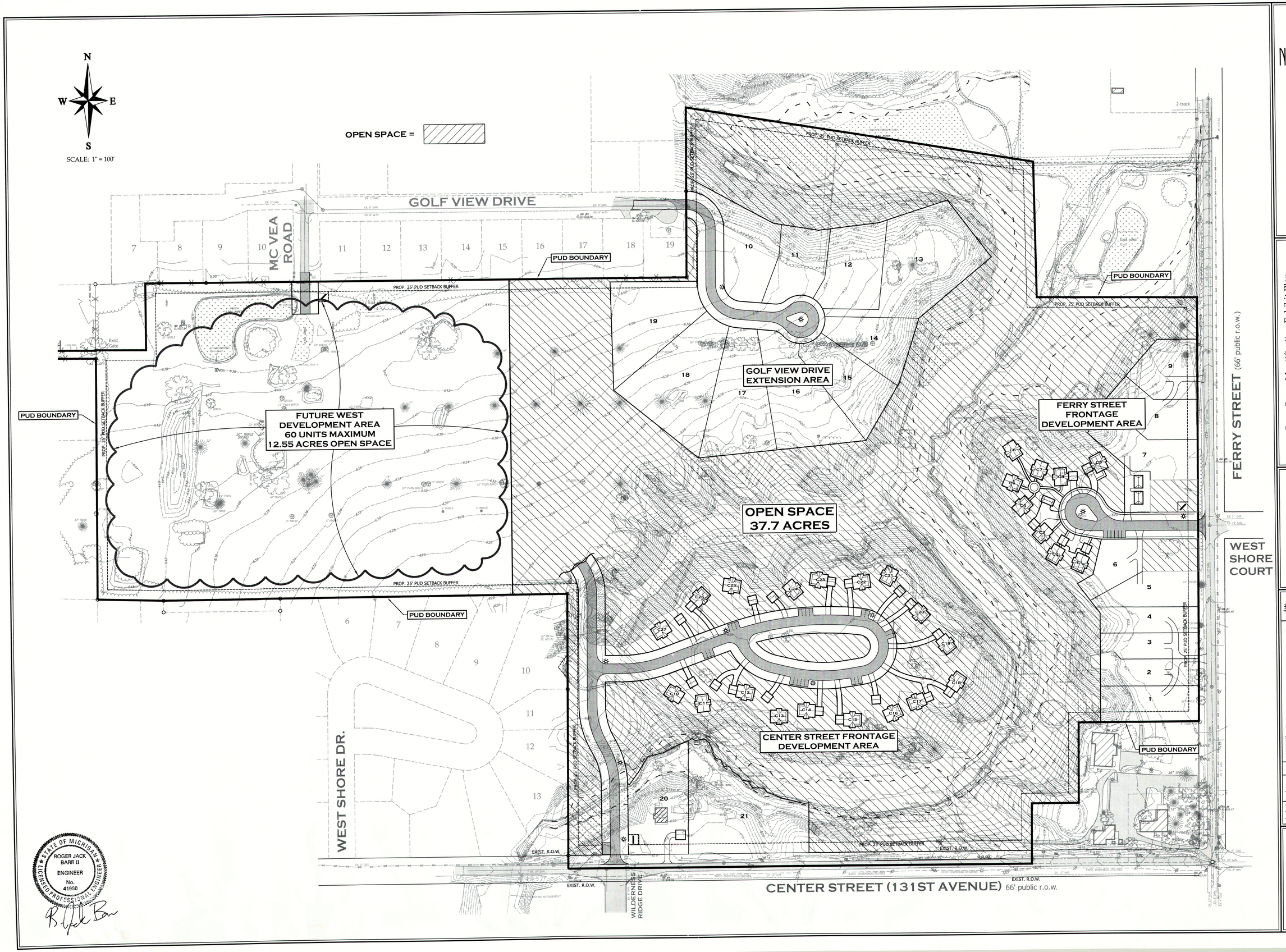

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HOLLAND
347 Hoover Boulevard
Holland, MI 49423
PHONE: 616.393.0449

Open Space Identification Exhibit Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY

DOUGLAS PROPERTY DEVELOPMENT, LLC

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project no.:
11200074

C-113

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LEGEND

- Exist. Sanitary Sewer
- Prop. Sanitary Sewer
- Exist. Watermain
- Prop. Watermain
- Exist. Storm Sewer
- Prop. Storm Sewer
- Exist. 100-Year Floodplain (Non-Regulated)

N W E S

SCALE: 1" = 100'

GOLF VIEW DRIVE

MC VEA ROAD

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

FUTURE WEST DEVELOPMENT AREA

GOLF VIEW DRIVE EXTENSION AREA

FERRY STREET FRONTAGE DEVELOPMENT AREA

CENTER STREET FRONTAGE DEVELOPMENT AREA

FUTURE STORM SEWER CONNECTION AND OUTLET FOR WEST DEVELOPMENT AREA

STORMWATER SEDIMENT AREA No.1

STORMWATER SEDIMENT AREA No.2

STORMWATER SEDIMENT AREA No.3

OUTLET No.1

OUTLET No.2

OUTLET No.3

OUTLET No.4

CULVERT No.1

CULVERT No.2

OVERFLOW PIPE

PROP. STM

MH

CB

Exist Gate

2-track

WEST SHORE DR.

WEST SHORE COURT

WILDERNESS RIDGE DRIVE

FERRY STREET (66' public r.o.w.)

CENTER STREET (131ST AVENUE) 66' public r.o.w.

EXIST. R.O.W.

STATE OF MICHIGAN
LICENSED PROFESSIONAL ENGINEER
ROGER JACK BARR II
ENGINEER
No. 41990

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Storm Water Management Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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checked by: RJB		8	date: 12/12/11	drawn by: WDS date: 11/29/11

project no.:
11200074

C-114

WS 07/25/12 10:36
11200074.DWG

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SCALE: 1" = 100'

LEGEND

PROP. STREET LIGHT POLE

GOLF VIEW DRIVE

MC VEA ROAD

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

FUTURE WEST DEVELOPMENT AREA

GOLF VIEW DRIVE EXTENSION AREA

FERRY STREET FRONTAGE DEVELOPMENT AREA

FERRY STREET (66' public r.o.w.)

WEST SHORE COURT

WEST SHORE DR.

CENTER STREET FRONTAGE DEVELOPMENT AREA

CENTER STREET (131ST AVENUE) 66' public r.o.w.

WILDERNESS RIDGE DRIVE

EXIST. R.O.W.

Exist. Gate

2-track

STERNBERG LIGHTING FULL CUT OFF NIGHT SKY OPTICAL SYSTEM MODEL 1531/R05

BLACK FLUTED POST WITH BLACK SKIRTING

11'9" TALL

TYPICAL STREET LIGHT

SCALE: N.T.S.

STATE OF MICHIGAN
LICENSED PROFESSIONAL ENGINEER
ROGER JACK BARR II
ENGINEER
No. 41990

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Site Lighting Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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checked by: RJB		date: 12/12/11	drawn by: WPS	date: 11/20/11

project no.:
11200074

C-115

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11200074-PREL1 WS 07/25/12 10:36

N
W E
S

SCALE: 1" = 100'

GOLF VIEW DRIVE

MC VEA ROAD

PUD BOUNDARY

PROP. 25' PUD SETBACK BUFFER

PUD AREA = 77.3 ACRES

FERRY STREET (66' public r.o.w.)

WEST SHORE COURT

WILDWOOD LANE

WEST SHORE DR.

CENTER STREET (131ST AVENUE) 66' public r.o.w.

WILDERNESS RIDGE DRIVE

Exist Gate

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 41990
LICENSED PROFESSIONAL ENGINEER

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P.U.D. Boundary and Area Identification Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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checked by: RJB		8	date: 12/12/11	drawn by: WS date: 11/29/11

project no.:
11200074

C-116

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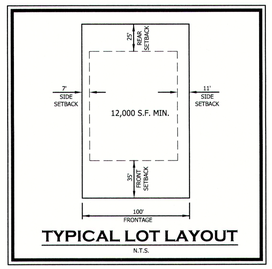
TOTAL TEST PLAN DENSITY = 108 UNITS

N

W E

S

SCALE: 1" = 100'



TYPICAL LOT LAYOUT
N.T.S.

McVEA DRIVE

GOLF VIEW DRIVE

59-017-013-00

-013-20

59-017-006-10

59-017
-006-00

2-track

FERRY STREET (66' public r.o.w.)

WEST SHORE COURT

WEST SHORE DR.

WILDWOOD LANE CONDOMINIUMS

WEST SHORE WOODS CONDOMINIUMS

CENTER STREET (131ST AVENUE) 66' public r.o.w.

WILDERNESS RIDGE DRIVE

100 YEAR FLOODPLAIN

Gate

Ditch

1.04 ACRES

55 27,542 sq.ft. | 54 16,111 sq.ft. | 53 16,111 sq.ft. | 52 16,110 sq.ft. | 51 16,108 sq.ft. | 50 16,107 sq.ft. | 49 16,106 sq.ft. | 48 16,105 sq.ft. | 47 16,104 sq.ft. | 46 16,103 sq.ft. | 45 16,102 sq.ft. | 44 16,121 sq.ft.

56 15,082 sq.ft. | 57 14,044 sq.ft. | 58 14,094 sq.ft. | 59 14,156 sq.ft. | 60 24,710 sq.ft. | 61 34,749 sq.ft. | 62 17,133 sq.ft. | 63 17,080 sq.ft. | 64 17,027 sq.ft. | 65 16,974 sq.ft. | 66 16,921 sq.ft. | 67 16,868 sq.ft. | 68 16,815 sq.ft. | 69 16,803 sq.ft. | 70 26,213 sq.ft. | 71 27,693 sq.ft. | 72 13,325 sq.ft. | 73 30,470 sq.ft.

87 16,100 sq.ft. | 88 16,100 sq.ft. | 89 16,100 sq.ft. | 90 16,100 sq.ft. | 91 16,100 sq.ft. | 92 16,100 sq.ft. | 93 16,100 sq.ft. | 94 16,100 sq.ft. | 95 16,100 sq.ft. | 96 16,100 sq.ft. | 97 16,100 sq.ft. | 98 17,705 sq.ft. | 99 23,632 sq.ft. | 100 16,024 sq.ft. | 101 16,100 sq.ft. | 102 16,100 sq.ft. | 103 16,100 sq.ft. | 104 16,100 sq.ft. | 105 16,100 sq.ft. | 106 16,100 sq.ft. | 107 16,100 sq.ft. | 108 16,100 sq.ft.

39 52,927 sq.ft. | 38 35,858 sq.ft. | 37 74,995 sq.ft. | 40 41,909 sq.ft. | 36 128,879 sq.ft. | 41 22,914 sq.ft. | 43 15,758 sq.ft. | 42 20,527 sq.ft. | 35 90,684 sq.ft. | 16 52,225 sq.ft. | 17 35,923 sq.ft. | 34 59,395 sq.ft. | 33 21,791 sq.ft. | 32 14,994 sq.ft. | 13 107,301 sq.ft. | 15 22,178 sq.ft. | 14 14,303 sq.ft. | 18 12,190 sq.ft. | 19 12,190 sq.ft. | 31 65,193 sq.ft. | 30 31,456 sq.ft. | 12 42,187 sq.ft. | 10 14,863 sq.ft. | 9 16,054 sq.ft. | 29 38,007 sq.ft. | 11 26,977 sq.ft. | 8 33,796 sq.ft. | 74 25,777 sq.ft. | 84 20,008 sq.ft. | 83 15,263 sq.ft. | 75 12,823 sq.ft. | 76 12,541 sq.ft. | 77 14,363 sq.ft. | 82 12,000 sq.ft. | 81 12,002 sq.ft. | 78 13,084 sq.ft. | 80 12,004 sq.ft. | 79 12,000 sq.ft. | 28 21,208 sq.ft. | 27 49,088 sq.ft. | 7 48,595 sq.ft. | 6 48,213 sq.ft. | 85 23,887 sq.ft. | 86 45,737 sq.ft. | 20 20,578 sq.ft. | 21 15,496 sq.ft. | 22 17,250 sq.ft. | 23 22,149 sq.ft. | 24 22,628 sq.ft. | 25 28,009 sq.ft. | 26 37,123 sq.ft. | 5 32,760 sq.ft. | 1 15,253 sq.ft. | 2 12,987 sq.ft. | 3 12,771 sq.ft. | 4 17,818 sq.ft.

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PHONE: 616.393.0449

Test Plan

WEST SHORE GOLF REDEVELOPMENT P.U.D.

PART OF SECTION 17, T3N, R16W,
CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

DOUGLAS PROPERTY DEVELOPMENT, LLC

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checked by:		date:	12/12/11	drawn by: WDS date: 11/29/11

project no.:
11200074

C-117

WS 07/25/12 11:57

11200074C-117-3

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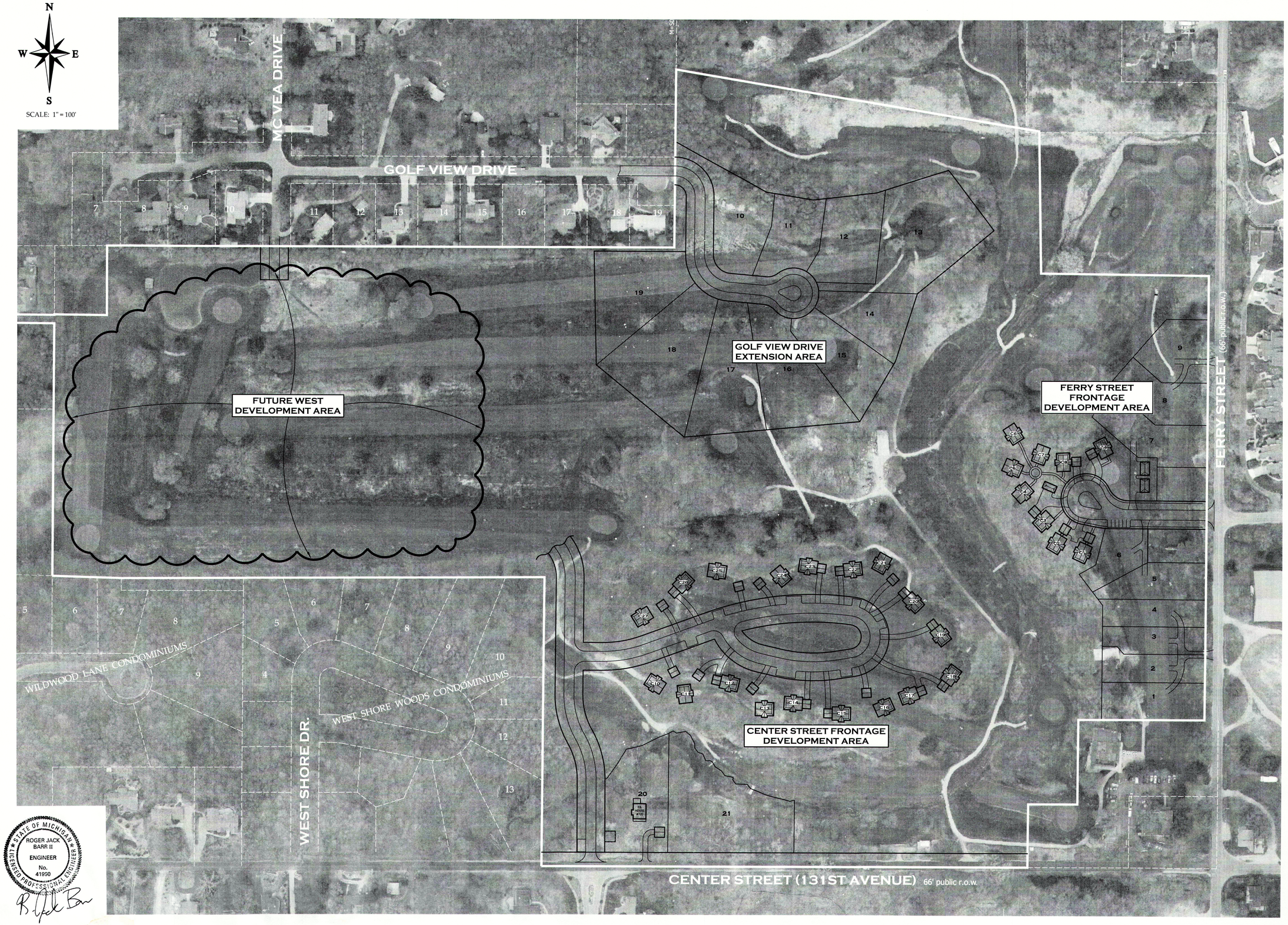
LICENSED PROFESSIONAL ENGINEER
ROGER JACK BARR II
ENGINEER
No. 41990



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Aerial Overlay Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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LICENSED PROFESSIONAL ENGINEER

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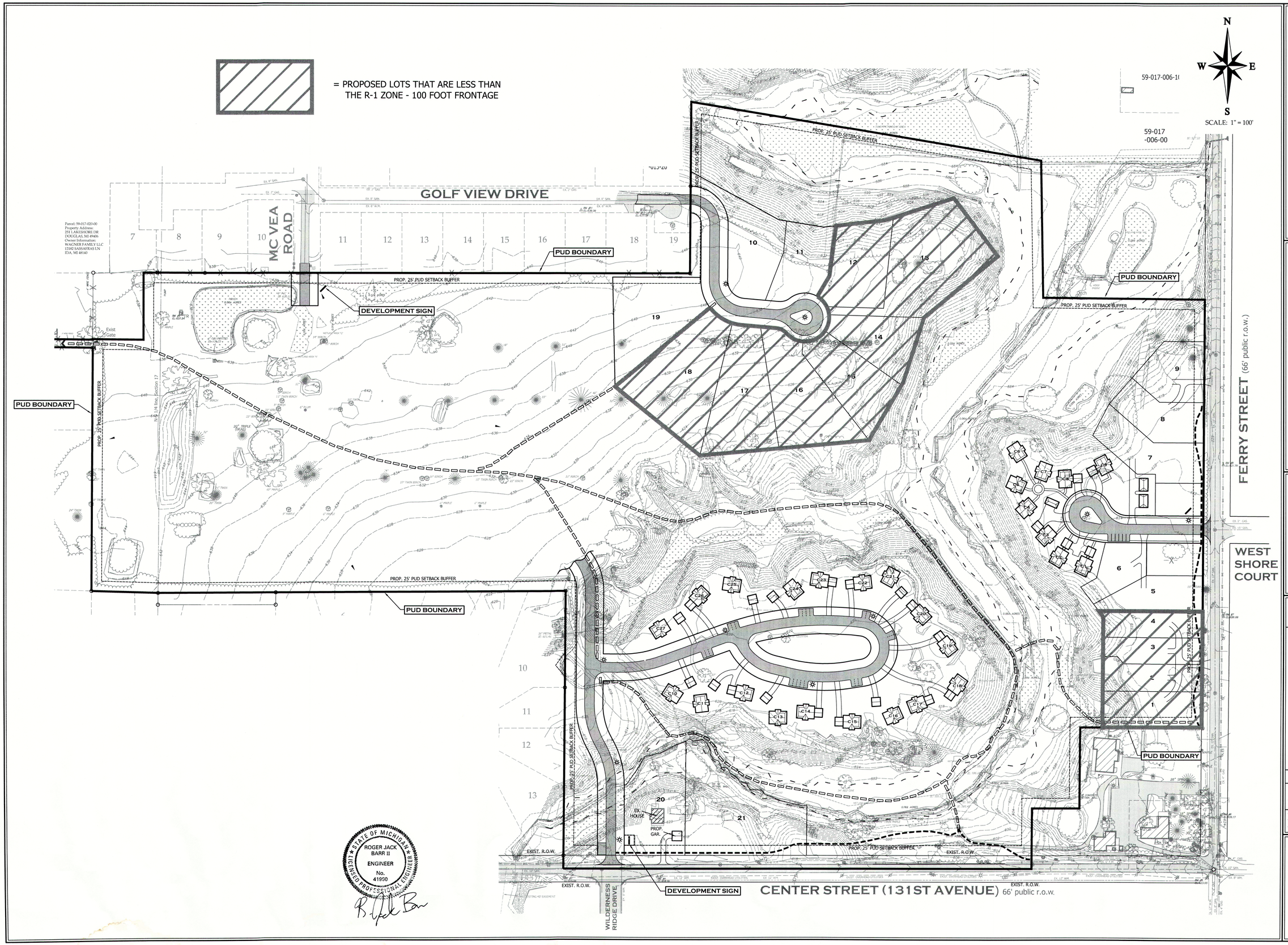

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Lot Size Plan

WESTSHORE GOLF REDEVELOPMENT P.U.D.

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