PLANNING COMMISSION
CITY OF THE VILLAGE OF DOUGLAS
CITY HALL - 86 W. CENTER STREET, DOUGLAS, MI

REMOTE REGULAR MEETING
WEDNESDAY, DECEMBER 9, 2020 – 7:00 PM

AGENDA

A. Call to Order – Remote Special Meeting Procedures

B. Roll Call

1. Approval of Agenda (additions/changes/deletions)
   - Motion to Approve: December 9, 2020. (Roll Call Vote)
2. Approval of Minutes (additions/changes/deletions)
   - Motion to Approve: November 11, 2020. (Roll Call Vote)
   - Motion to Approve: November 18, 2020. (Roll Call Vote)

C. Public Comment (limit 5 minutes please)

D. Communications

E. New Business

1. Condominium Approval and Site Plan Review
   (Prepared by Attorney: Peter Schmidt, Varnum LLP) -
   23 Center Street (The Raymond and Susan Eggert Family Trust),
   and 25 Center Street (Peregrine-Douglas LLC).

F. Old Business

G. Reports of Officers, Members, Committees

H. Public Comment (limit 5 minutes please)

I. Adjournment

CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MI - POSTED THIS 4TH DAY OF DECEMBER, 2020

NOTICE

REMOTE MEETING

This meeting is being held electronically.

ACCESS INSTRUCTIONS

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

Join online by visiting:

https://us02web.zoom.us/j/89525652623

Join by phone by dialing:

+1 (312) 626-6799

Then enter "Meeting ID":

895 2565 2623

Those who are hearing impaired and require additional accommodations are encouraged to contact **(269) 857-1438** or **clerk@ci.douglas.mi.us** as soon as possible.

CITY OF THE VILLAGE OF DOUGLAS
REMOTE MEETING SPECIAL PROCEDURES

The following guidelines shall be in-place to assist and manage public attendance and participation in remote (online and telephone), electronic meetings of the City of the Village of Douglas, Michigan.

1. City Staff shall be available to assist the public to make reasonable accommodations for those with disabilities and/or the hearing impairment to attend and participate without impediment.
2. For the purpose of carrying-out remote meetings, a staff member will act as "administrator" to manage all content, access, video, audio, chat, "gesturing," recording, visual, and screensharing controls.
3. For the purposes of preserving the agenda and integrity of the meeting, the meeting "administrator" shall assist the chairperson in moderating audio/microphone controls of participants, building a speaker list of those wishing to comment while limiting public microphone access to "public comment"/"public participation" periods of the meeting, as published.
4. Online attendees/participants shall indicate their desire to speak on an agenda item or topic by using "gesturing" controls (i.e. Raise Hand, Thumbs Up, etc.), using the chat window, or by voice. All microphones will be temporarily unmuted for a brief period of time at the beginning of all "public comment"/"public participation" periods of the meeting so those joining by telephone or those participants who are audio-restricted may indicate they would like to be added to the speaker list. The chairperson and meeting "administrator" will share the responsibility of building and managing the speaker list, recognizing each speaker individually, and toggling microphone controls so all speakers on the list may be heard.
5. Lewd, profane, hostile, aggressive, racist/discriminatory, disruptive, or otherwise obstructive behavior by attendees/participants will not be tolerated. The City and meeting "administrator" reserves the right to warn, limit, restrict, and remove any content or participants in violation of this directive.
6. All "public comment"/"public participation" periods of the meeting will be concluded after the chairperson/meeting "administrator" has:
    a. exhausted the speaker list
    b. responded to any outstanding "gesturing"
    c. answered any outstanding requests to speak as indicated in the chat window, and
    d. after a final call for any additional or remaining public comments as indicated by voice. All microphones will again be temporarily unmuted at that time.
7. The City shall record and make available to the public, in a reasonable time frame, all content of all remote meetings of Council and public boards/commissions for the public record, online, and at individual request in electronic format.

THE CITY OF THE VILLAGE OF DOUGLAS
SPECIAL MEETING OF THE PLANNING COMMISSION
NOVEMBER 11, 2020 – 7:00 P.M.
ZOOM

1. Call to Order: By Clerk Aalderink

2. Roll Call: Present – Seabert, Pattison, McWebb, Heneghan, Buszka, Stewart

3. Public Comments:
   A. Verbal
      Alex Kerr, the West Center team has been working over the last month and side layout changes were made. A Presentation has been scheduled for Nov. 24th 5-6 p.m. at Isabell's.
   B. Written

4. Election of Officers:
   A. Chair
      Motion by Heneghan, with support from Pattison, to elect Seabert as Chair.
      Motion carried unanimously by roll call vote.
   B. Vice-Chair
      Tabled

   Meeting turned over to Chair Seabert.

5. Reports:
   Wikar stated the Vice-Chair would be elected at the next meeting. There will be a condo review for 23-25 Center St. Work will begin with the Chair on reviewing projects.

6. Public Comments:
   Patti Hanson, 655 Campbell emailed the city manager and mayor regarding the potential of installing a sidewalk on Campbell Rd. and McVea.

7. Commission Comments: No comments

8. Adjournment: Motion by Pattison, with support from Heneghan, to adjourn the meeting. Motion carried by voice vote. (7:16 p.m.)

THE CITY OF THE VILLAGE OF DOUGLAS
SPECIAL MEETING OF THE PLANNING COMMISSION
NOVEMBER 18, 2020 – 6:00 P.M.
ZOOM

1. Meeting opened by City Clerk

   Clerk administered the oath of office to new Planning member McIntyre.

2. Roll Call: Present – McWebb, Seabert, Pattison, Buszka, Heneghan, McIntyre, Stewart

3. Approval of Agenda
   A. November 18, 2020

   Motion by Pattison, with support from Seabert, to approve the November 18, 2020. Motion carried by voice vote.

   B. Approve minutes of November 11, 2020

   Motion by Seabert, with support from Heneghan, to move approval of minutes to the next meeting of the Planning Commission. Motion carried by unanimous roll call vote.

4. Public Comments – None

5. Communication – None

6. Election of Officers:
   A. Chair
   Motion from Seabert, with support from McWebb, to nominate Pattison as Chair. Motion carried by unanimous roll call vote.

   B. Vice Chair
   Motion from Seabert, with support from Buszka, to nominate Heneghan as Vice-Chair. Motion carried by unanimous roll call vote.

   Meeting turned over to Chair Pattison.

7. Reports: No reports

8. Public Comments: No comments

9. Adjournment: Motion by Seabert, with support from Buszka, to adjourn. (6:08)

William and Patricia Renkema
324 W. Center St.
Douglas, Michigan 49406

COPY

November 11, 2020

City of the Village of Douglas
Planning Commission
P.O. Box 757
86 West Center St.
Douglas, MI 49406-0757

Re: Letter of Support for PUD Application and Rezoning of Property

Ladies and Gentlemen:

This letter will confirm that William Renkema and Patricia Anne Renkema, the owners of the property referenced below, support the West Center Planned Unit Development PUD Application submitted by Kerr-Real Estate, LLC, and the related rezoning of a portion of the property referenced below from its current designation of R-2 to R-4 in connection with the PUD Application.

324 West Center – Parcel I.D. No. 03-59-016-033-00

Please contact us should you have any questions.

Sincerely,

William Renkema

Patricia Anne Renkema

Patricia Anne Renkema

Nick Wikar

From: jklemm@iserv.net
Sent: Wednesday, November 18, 2020 4:48 AM
To: Nick Wikar
Cc: Stephen Price
Subject: R4 Zoning Petition
Attachments: Klemm Zoning Review Application.pdf

COPY

Nick,

Pursuant to our discussion last week, attached please see my petition for amending of the R-4 and allowable uses therein. Further as the owner of 26 Hamilton, I respectfully request that you as the Zoning Administrator take up this petition with the City of the Village of Douglas. Please let me know if there is any other information needed to complete the process. Please also keep me posted as to the progress and the date the City will hear your petition. Thank you in advance for your assistance.

Regards,

jk

Jklemm Contracting / Jklemm Distributing
Ph: 616-218-5769

ZONING REVIEW APPLICATION

86 W. CENTER STREET, PO BOX 757, DOUGLAS MI 49406
Phone: 269.857.1438 Fax: 269.857.4751
www.ci.douglas.mi.us

COPY

A Zoning Permit is required for all changes to Uses, structures, and other Site Improvements. This includes all residential, commercial and industrial structures, and accessory buildings that require a Building Permit, as well as fences, temporary storage, and agricultural activities which are exempt from the Building Permit process. A survey and site plan is necessary to complete this application.

Submit complete applications to the City of Douglas prior to any site work or requesting permits with Michigan Township Services.

APPLICANT INFORMATION *(If different than owner)*

Name Jeff Klemm Email jklemm@iserv.net
Address 26 Hamilton Street, Douglas, Michigan 49406
Phone # 616-218-5769 Fax # _____

OWNER INFORMATION

Name Zuruck Geben LLC Email jklemm@iserv.net
Address 26 Hamilton Street, Douglas, Michigan 49406
Phone # 616-218-5769 Fax # _____

PROPERTY INFORMATION

Address or Location 26 Hamilton Street, Douglas, Michigan 49406
Permanent Parcel # 59-650-004-00
Zone District - Current R-4 Proposed (if Applicable) _____
Property Size 0.515 Special Use (if Applicable) _____

TYPE OF PROJECT (check all that apply) Residential _____ or Commercial _____

New Construction _____ Remodel _____ Accessory Structure _____ Addition _____

Boardwalk/Dock _____ Deck/Porch _____ Temporary Use/Structure _____ Other Petition for zoning ordinance change.

Describe Proposed Project (attach additional pages as necessary) Pursuant to Section 28.02 of the City of the Village of Douglas Zoning Ordinance, the Applicant petitions the City to amend the R-4 Harbor Residential Zoning District (Article 7 of the City Zoning Ordinance) to include Marina Storage as a Permitted Use.

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

_____ _____
Signature of Applicant and Owner (If different than applicant) *Date*

I hereby grant permission for members of the Douglas Planning Commission, Board of Appeals and/or City Council to enter the above described property (or as described in the attached) for the purpose of gathering information related to this application/request/proposal.

_____ _____
Owner's Signature *Date*

ZONING REVIEW APPLICATION REQUIREMENTS

Y	N	N/A	
☐	☐	☒	**Survey** with dimensions, boundaries, rights-of-way, and easements.
☐	☐	☒	**Site Plan** (scaled) with tables of figures (dimensions, distance/area calculations) showing:
☐	☐	☐	Location, boundaries, shape of the lot, and adjacencies.
☐	☐	☐	Current Site Improvements (open space, parking, drives, structures, paths, decks, fences, pool, etc).
☐	☐	☐	Proposed Site Improvements and their proximity to existing improvements/features/boundaries.
☐	☐	☐	Current and proposed Site & Building Placement Standards compliance (Section 3.12)
☐	☐	☒	**Description** of proposed Use (Section 3.11) and/or Improvement (One-Family Dwelling, fence, etc.)
☐	☐	☒	**Landscape Plan(s)** detailing all existing conditions and proposed changes to natural features (woodlots, flood plains, watersheds, wetlands, surface water, drains, critical dunes, etc).
☐	☐	☒	**Grading/Storm Water Plan(s)** with contour lines, direction of flow, and table of figures.

For Internal Use Only

REMARKS_____

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CITY OF DOUGLAS ZONING REVIEW

APPROVED:_____ / DENIED:_____ By:_____ Date: _____
Planning & Zoning Administrator

KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW

CONNECTION TO WATER / WASTEWATER SYSTEM

SITE ADDRESS:_____

Submitted By:_____ To:_____ Date: _____
City Staff (Initials) & Delivery Method KLSWA Representative

Existing Utility Access: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Utility Connection Permit Application: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Total Fees Paid:_____ Notes:_____ Verified By:_____ Date: _____

Nick Wikar

From: Ralph Hensley <Ralph.Hensley@stpeter-douglas.org>
Sent: Wednesday, November 25, 2020 8:41 AM
To: Nick Wikar
Subject: Zoning R2 R4
Attachments: City of Douglas Zoning R2 R4.pdf

COPY

Nick, I am sending the attached letter in support of rezoning the R2 to R4 efforts as it relates to church property mentioned in the letter. If you have any questions, please do not hesitate to call. Have a safe blessed and productive holiday.

Business Administrator
St Peter Catholic Church
Ralph.hensley@stpeter-douglas.org
www.stpeter-douglas.org
mobile 616-886-6845
Office 269-857-7951 ext 103

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

St Peter Catholic Church
St Peters Drive
Douglas, Michigan 49406
www.stpeter-douglas.org
269-857-7951

COPY

City of the Village of Douglas
Planning Commission
Attention Nick Wikar
PO Box 757
86 West Center Street
Douglas, Michigan 49406-0757

Re: Rezoning of Property and Development

Ladies and Gentlemen:

This letter is to confirm our support for the reclassification of certain property owned by St Peter Catholic Church, and that the church is in complete support of the efforts to rezone the existing zoning of the property from R2 to R4. We feel this change in zoning will bring more harmony to development in the area and will provide for the necessary avenue for and pending planned development in the area of which we are supportive.

The properties are specifically:

80 West Shore Court -	Parcel ID No. 03-59-750-010-00
100 West Shore Court-	Parcel ID No. 03-59-750-011-00
424 St Peters Drive-	Parcel ID No. 03-59-750-012-00
420 St. Peters Drive-	Parcel ID No. 03-59-750-013-00
400 St. Peters Drive-	Parcel ID No. 03-59-750-014-00
300 St. Peters Drive-	Parcel ID No. 03-59-016-034-00

Please contact me, if you have any questions regarding this rezoning.

Sincerely,

Ralph J Hensley
Business Administrator
St Peter Catholic Church

Nick Wikar

From: Jennifer Pearson
Sent: Friday, December 4, 2020 4:06 PM
To: Nick Wikar
Subject: Request for Zoning Amendment - Point Pleasant
Attachments: Zoning Review App Packet Point Pleasant.pdf

COPY

Please find attached the City of Douglas's request for rezoning Point Pleasant Marina located at 201 Washington, Douglas, MI 49406.
Current zoning district is C-2 and the City is requesting it be amended to R-3.
Thanks
City of Douglas

ZONING REVIEW APPLICATION

86 W. CENTER STREET, PO BOX 757, DOUGLAS MI 49406
Phone: 269.857.1438 Fax: 269.857.4751
www.ci.douglas.mi.us

COPY

A Zoning Permit is required for all changes to Uses, structures, and other Site Improvements. This includes all residential, commercial and industrial structures, and accessory buildings that require a Building Permit, as well as fences, temporary storage, and agricultural activities which are exempt from the Building Permit process. A survey and site plan is necessary to complete this application.

Submit complete applications to the City of Douglas prior to any site work or requesting permits with Michigan Township Services.

APPLICANT INFORMATION *(If different than owner)*

Name City of Douglas Email douglas@ci.douglas.mi.us
Address 86 W Center St., PO Box 757, Douglas, MI 49406
Phone # 269-857-1438 Fax # 269-857-4751

OWNER INFORMATION

Name Matteson Max B Trust Email _____
Address 201 Washington St
Phone # _____ Fax # _____

PROPERTY INFORMATION

Address or Location 201 Washington, Douglas, MI 49406
Permanent Parcel # 59-300-017-00
Zone District - Current C-2 Gen Com Proposed (if Applicable) R-3
Property Size 1.006 Acres Special Use (if Applicable) _____

TYPE OF PROJECT (check all that apply) Residential _____ or Commercial _____

New Construction _____ Remodel _____ Accessory Structure _____ Addition _____
Boardwalk/Dock _____ Deck/Porch _____ Temporary Use/Structure _____ Other Petition for Zoning Ordinance Change

Describe Proposed Project (attach additional pages as necessary) Pursuant to Section 28.02 of the Zoning Ordinance - only City Council may amend it. Proposals for amendments may be initiated by property owner affected.

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

_____ _____
Signature of Applicant and Owner (If different than applicant) *Date*

I hereby grant permission for members of the Douglas Planning Commission, Board of Appeals and/or City Council to enter the above described property (or as described in the attached) for the purpose of gathering information related to this application/request/proposal.

_____ _____
Owner's Signature *Date*

ZONING REVIEW APPLICATION REQUIREMENTS

Y	N	N/A	
☐	☐	☐	**Survey** with dimensions, boundaries, rights-of-way, and easements.
☐	☐	☐	**Site Plan** (scaled) with tables of figures (dimensions, distance/area calculations) showing:
☐	☐	☐	Location, boundaries, shape of the lot, and adjacencies.
☐	☐	☐	Current Site Improvements (open space, parking, drives, structures, paths, decks, fences, pool, etc).
☐	☐	☐	Proposed Site Improvements and their proximity to existing improvements/features/boundaries.
☐	☐	☐	Current and proposed Site & Building Placement Standards compliance (Section 3.12)
☐	☐	☐	**Description** of proposed Use (Section 3.11) and/or Improvement (One-Family Dwelling, fence, etc.)
☐	☐	☐	**Landscape Plan(s)** detailing all existing conditions and proposed changes to natural features (woodlots, flood plains, watersheds, wetlands, surface water, drains, critical dunes, etc).
☐	☐	☐	**Grading/Storm Water Plan(s)** with contour lines, direction of flow, and table of figures.

For Internal Use Only

REMARKS_____

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CITY OF DOUGLAS ZONING REVIEW

APPROVED:_____ / DENIED:_____ By:_____ Date: _____
Planning & Zoning Administrator

KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW

CONNECTION TO WATER / WASTEWATER SYSTEM

SITE ADDRESS:_____

Submitted By:_____ To:_____ Date: _____
City Staff (Initials) & Delivery Method KLSWA Representative

Existing Utility Access: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Utility Connection Permit Application: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Total Fees Paid:_____ Notes:_____ Verified By:_____ Date: _____

COPY

VILLAGE OF DOUGLAS
APPLICATION FOR REZONING

1. Name and Address of Applicant: City of Douglas
   86 W Center St., PO Box 757
   Douglas, MI 49406

2. Phone number of Application Business 269-857-1438
   Home

3. Email: douglas@ci.douglas.mi.us

4. Legal description of the property requested for rezoning: Point Plesant Marina, 201 Washington St. Douglas, MI 49406

5. Is the Applicant the owner of the subject property? Yes ( ) No (N

   If the Applicant is not the owner, state the name and address of the owner:

   Matteson Max B Trust
   Offer to purchase signed 7.20.2020
   Pursuant to the MNRTFG

6. Attach a copy of the City of the Village of Douglas Zoning Map showing clearly the location of the subject property.

7. Describe the present use of the property: (attach additional sheets if necessary)

   Marina

8. Describe the specific rezoning you are requesting and your reasons for making the request: (attach additional sheets if necessary)

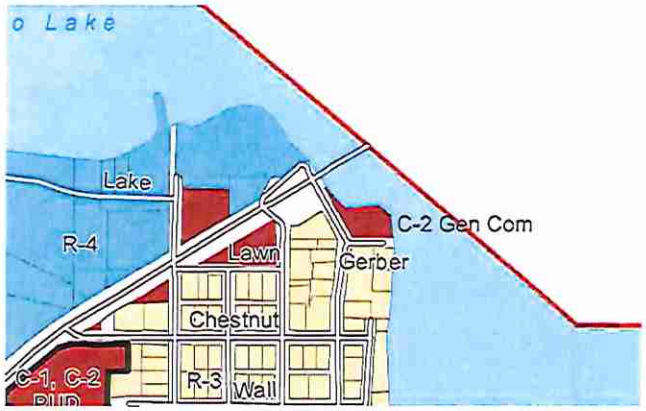
   Seeking to rezone parcel 59-300-017-00 from C-2 to R-3 to allow for the use of a marina, park, and outdoor public recreation.

9. Please state why you feel your rezoning request would not be incompatible with the existing surrounding land usage and zoning:

The City feels that this rezoning request would be better suited for this area because it will allow for further expansion of the existing marina all while keeping a public park atmosphere for all to enjoy.

Dated:_____ Applicant Signature:_____

Application Fee Received ($300)_____ Date:_____


o Lake
Lake
R-4
Lawn
Gerber
C-2 Gen Com
Chestnut
C-1, C-2
R-3
Wall

To: Douglas Planning Commission

From: Nicholas Wikar
Planning and Zoning Administrator

Date: December 4, 2020

Subject: Review of Preliminary Plans - Application for Condominium Approval and Site Plan Review, 23 Center Street and 25 Center Street

The Planning Commission received a staff memorandum dated September 30, 2020, stating receipt of a Notice of Intent to Establish Condominium prepared by "Applicant" Peter Schmidt (Varnum LLP), on behalf of 1.) "Developer" Raymond and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust, for 23 Center Street; and 2.) "Developer" Peregrine-Douglas, L.L.C., for 25 Center Street, in Douglas. On November 3rd, the City received the application, payment of fees, and plans for the proposed condominium project. The Planning and Zoning Administrator concluded administrative review of those submittals on Tuesday, November 17th, providing the enclosed written explanation of deficiencies, dated November 19, 2020. Copy of that review and the proposed condominium project submittals were provided to the City Engineer and City Attorney.

On December 2, 2020, the Applicant provided additional submittals in response to that administrative review to demonstrate compliance with the requirements of the City of the Village of Douglas Zoning Ordinance (Ordinance No. 02-2009), as amended through 2015, including:

1. Section 16.24(4) Application for Condominium Approval;
2. Section 16.24(5) Review of Preliminary Plans by the Planning Commission; and,
3. Section 16.24(7) Standards for Approval

The Planning and Zoning Administrator accepted the corrected application and condominium plan. The Applicant, having satisfied the requirements of the Ordinance for the proposal to be considered a Preliminary Plan, is eligible for review by the Planning Commission, pursuant to Section 16.24(5). The Planning Commission shall review this preliminary plan in accordance with the standards of Section 16.24(7), and then provide the Applicant with a written statement of recommendations or required changes regarding the proposed plan, and for the review and approval of City Council.

At the time of preparation of this submittal the City Engineer and City Attorney had no additional comment in response to the administrative review and proposed condominium project.

It is recommended the Douglas Planning Commission consider the testimony and submittals of the Applicant and Planning and Zoning Administrator regarding the Application for Condominium Approval and Site Plan Review, for Review of Preliminary Plans for a condominium project at 23 Center Street and 25 Center Street, Douglas, Michigan

MEMO

TO: Nicholas Wikar, Douglas Planning and Zoning Administrator

FROM: Peregrine Douglas LLC and Ray Eggert

RE: 23 Center Street and 25 Center Street Condominium Approval

DATE: December 2, 2020

This Memorandum responds to your November 19, 2020, correspondence regarding the condominium approval for the projects located at 23 Center Street and 25 Center Street in Douglas, Michigan, and supplements the information we previously supplied in connection with the Zoning Review Application and Application for site Plan Review for both projects. Your letter requested additional responses to a number of items. The numbered items below correlate to the numbered items in your letter.

Application for Condominium Approval

1. With respect to the notice on the condominium subdivision plans, we were unable to update the condominium subdivision plans in time to meet the response deadline. However, we can work to update the plans to include the required notice after the City of the Village of Douglas ("Douglas") December 9 Planning Commission meeting.

With regard to the request to update Sheets 3 and 4 of the condominium subdivision plans to include tables and/narratives to comply with Subsections 2(f) through 2(k) of Section 66 of the Michigan Condominium Act, those subsections, generally, require that the subdivision plans include a floor plan, boundary dimensions of each unit, a number assigned to each unit, building sections showing the existing and proposed structures, and the nature, location and approximate size of the common elements. The existing condominium subdivision plans include those requirements. Subsection (j) of Section 66 of the Michigan Condominium Act provides that any proposed structure and improvement shall be labeled either "must be built" or "need not be built". Here, there are no proposed structures, as the buildings are existing structures and the plans show the improvements as built. Those subsections of the Michigan Condominium Act do not require tables and/or narratives, so we respectfully request further direction as to the nature of the updates to Sheets 3 and 4 of the existing plans you are requesting. Please note that we have included tables and further information below as it relates to the use of the basement and parking matters.

You also note that subsection (3) requires (and that the plans are missing) consecutive numbering of the condominium subdivision plans by the Allegan County Register of Deeds. That consecutive numbering will occur upon recording of the plans, which we are not able to do until Douglas has approved the projects. Once the plans are recorded, we are certainly willing to submit final recorded copies to Douglas.

2. Compliance with Site Plan Review Approval Standards: Please see below for the additional requested information.

Site Plan Review (Article 24)

1. In connection with the request to supply the condominium subdivision plans, we previously delivered 15 copies of the condominium subdivision plans for the 23 Center Street and 25 Center Street projects to you. Based on our telephone discussion, this request relates to Douglas' receipt of the plans in electronic form. We have sent you the condominium subdivision plans for 23 Center Street and 25 Center Street in electronic PDF form along with this submittal. If you require anything further in connection with this item, please let us know.

2. With respect to the request for proof of property ownership, we have enclosed vesting deeds and copies of easements that affect the 23 Center Street and 25 Center Street properties. There are no options encumbering the properties.

3. Project Description:

This project is to establish condominium projects in two buildings, 23 Center Street and 25 Center Street, in Douglas, Michigan. In 2000 and 2001, these buildings were constructed in coordination with one another and resulted in buildings nearly identical in appearance and layout. As part of this project, each developer of 23 Center Street and 25 Center Street will be presenting similar but separate Master Deeds, Condominium Bylaws and Subdivision Plans.

Each building will contain four (4) condominium units. Two units will be on the 1st floor and purposed as retail units. Two units will be on the 2nd floor and purposed as residential units. Each building has a basement which is utilized as storage and is divided to allocate storage space to each of the four units. The described layout and usage of the buildings is consistent with the layout and usage since their full construction in 2001. Please refer to the tables below and to the site plan for further information.

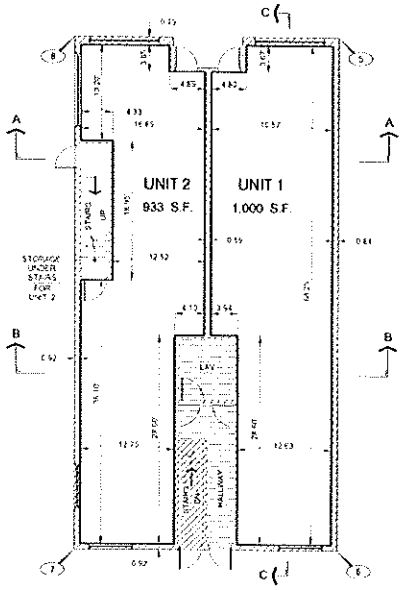
The first floor of each building is essentially identical in dimensions, mirrored to one another and divided into two retail condominium units. One of the units is slightly larger in square footage than the other because of the loss of space due to a stairwell leading to the second floor. The restroom on the first floor will be a shared between the units as a limited common element.

First Floor:

23 Center Street	25 Center Street	Purpose	Dimensional Detail *(in feet)* Overall Width (at widest point)	Overall Length (at longest point)	Square Footage	Interior Height
Unit 1	Unit 2	Retail	16.57	68.25	1000	11.83
Unit 2	Unit 1	Retail	16.85	68.25	933	11.83
				First Floor Total:	1933	

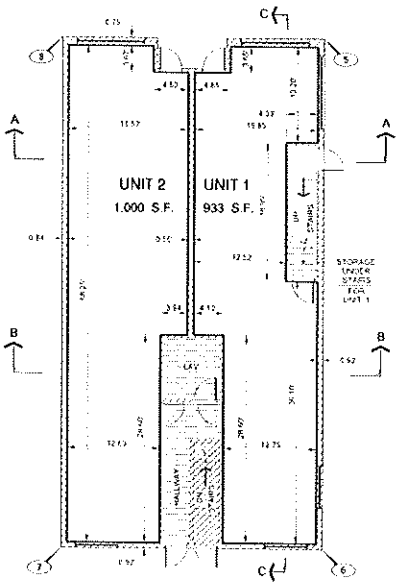
23 Center Street:

First Floor



25 Center Street:

First Floor



The second floors of each building are essentially identical in dimensions, mirrored to one another and divided into two residential condominium units. The south units are larger, 2-bedroom units as compared to the north units which are 1-bedroom units. The south units include a deck overhanging the rear of the building, while the north units have a balcony opening onto Center Street. The stairwell to the second level and the landing on the second level are limited common elements shared between the two units. Both second-floor units have access to a large deck shared with the second-floor condominium units in the adjacent building. This large

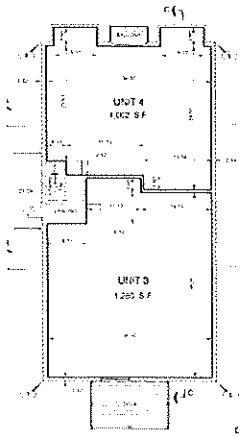
second-floor deck is limited common element which will be shared between the 23 Center Street and the 25 Center Street associations.

Second Floor:

23 Center Street	25 Center Street	Purpose	Dimensional Detail *(in feet)* Overall Width (at widest point)	Overall Length (at longest point)	Square Footage	Interior Height Range (Cathedral Ceiling)	Bedrooms
Unit 3	Unit 3	Residential	34	41.25	1280	9.08 - 14.7	2
Unit 4	Unit 4	Residential	34	33.4	1002	9.08 - 14.7	1
				Second Floor Total:	2282		

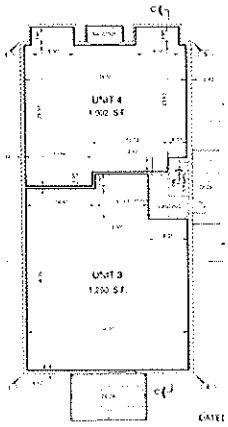
23 Center Street:

Second Floor



25 Center Street:

Second Floor



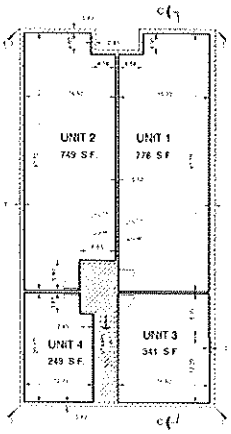
The basement of each building contains dedicated storage areas for each unit. The areas for Units 1 and 2 (the retail units) each also contain a room housing the hot water and heating utilities for the unit. The water meters for all four building units are located at the north ends of the 23 Center Street Unit 2 storage area and the 25 Center Street Unit 1 storage area.

Basement Allocations:

23 Center Street	25 Center Street	Purpose	Square Footage
Unit 1	Unit 2	Storage & Utility	778
Unit 2	Unit 1	Storage & Utility	749
Unit 3	Unit 4	Storage	341
Unit 4	Unit 3	Storage	248
		Basement Total:	2116

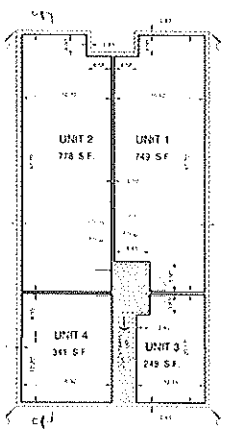
23 Center Street:

Basement



25 Center Street:

Basement



Each of the buildings have common areas shared among all units (common elements) and among some of the units (limited common elements). Some of the more obvious areas are exemplified in the following table for 25 Center Street, but all common elements and limited common elements have been defined and described in the Master Deed of 23 Center Street and the Master Deed of 25 Center Street.

Common Element and Limited Common Element Summary of 25 Center Street*

		Units:				
	25 Center Street	**1**	**2**	**3**	**4**	**Shared with 23 Center Street Association**
Common Elements:	Parking Lot	X	X	X	X	X
	Hallways and Stairs to Basement	X	X	X	X	
Limited Common Elements:	North Balcony				X	
	South Deck			X		
	Deck Between 23 and 25 Center Street			X	X	X
	Stairs to 2nd Floor and 2nd Floor Landing			X	X	
	1st Floor Restroom	X	X			

** Summary only and not all inclusive. Refer to Master Deed of 25 Center Street for full details and definitions*

4. Parking Lot and Spaces:

The south side of each building on each property contains a parking lot with 5 parking spaces allotted per building. The two buildings share the driveway areas into and throughout the parking lot for the purposes of entry, exit, turning radius while entering or exiting parking spaces, and for access for trucks and other delivery vehicles to the buildings.

According to the City of the Village of Douglas Zoning Ordinance ("Ordinance"), Article 19: Off-Street Parking and Loading, the minimum number of parking spots to demonstrate compliance is shown in the following table. Parking spaces at each property are compliant to the 9 feet width and 20 feet length requirements.

23 Center Street Parking:

23 Center Street	Purpose	Article 19 Requirement	Square Footage	Parking Space Required Qty (per Article 19)	Parking Spaces Actual	Loading Space Required Qty (per Article 19)
Unit 1	Retail Store	1 / 300 ft^2	1000	3	1	0
Unit 2	Retail Store	1 / 300 ft^2	933	3	1	0
Unit 3	Multiple Dwellings	2 / dwelling	1280	2	1	0
Unit 4	Multiple Dwellings	2 / dwelling	1002	2	1	0
Guest / Spare	Shared	n/a	n/a	0	1	n/a
			23 Center Street Totals:	10	5	0

25 Center Street Parking:

25 Center Street	Purpose	Article 19 Requirement	Square Footage	Parking Space Required Qty (per Article 19)	Parking Spaces Actual	Loading Space Required Qty (per Article 19)
Unit 1	Retail Store	1 / 300 ft^2	933	3	1	0
Unit 2	Retail Store	1 / 300 ft^2	1000	3	1	0
Unit 3	Multiple Dwellings	2 / dwelling	1280	2	1	0
Unit 4	Multiple Dwellings	2 / dwelling	1002	2	1	0
Guest / Spare	Shared	n/a	n/a	0	1	n/a
			25 Center Street Totals:	10	5	0

However, as 23 Center Street and 25 Center Street are located within the C-1 Village Center District, it appears that Section 10.04(a) and (b) of the Ordinance may apply. Section 10.04(a) provides that principal buildings may be utilized for the permitted use occupying such building on the effective date of the Ordinance and shall be exempt from providing off-street parking spaces to accommodate such uses. To the extent this Section applies, 23 Center Street and 25 Center Street would be exempt from providing off-street parking spaces.

Additionally, Section 10.04(b) of the Ordinance provides that the number of off-street parking spaces required in the C-1 District shall be determined as follows:

"Any use permitted by right and required to provide parking as described in Section 10.04(a) shall provide fifty percent (50%) of the required parking for each use as identified in Section 19.03."

23 Center Street and 25 Center Street are used for Residential above Retail and Retail Business or Retail Sales. These uses are permitted by right under Section 10.02 of the Ordinance. Applying this Section, 23 Center Street and 25 Center Street would appear to comply with the parking requirements, as the requirement for three parking spaces for the retail stores would be reduced from 3 to 1.5 for each retail store at each property and the requirement for two parking spaces for the each of the multiple dwellings at each property would be reduced from 2 to 1. (Please note that Article 19.02(1) provides that when units of measurement determining the number of required parking spaces result in a fractional space, any fraction to an including one-half (1/2) shall be disregarded, so the 1.5 space requirement described above is reduced to 1).

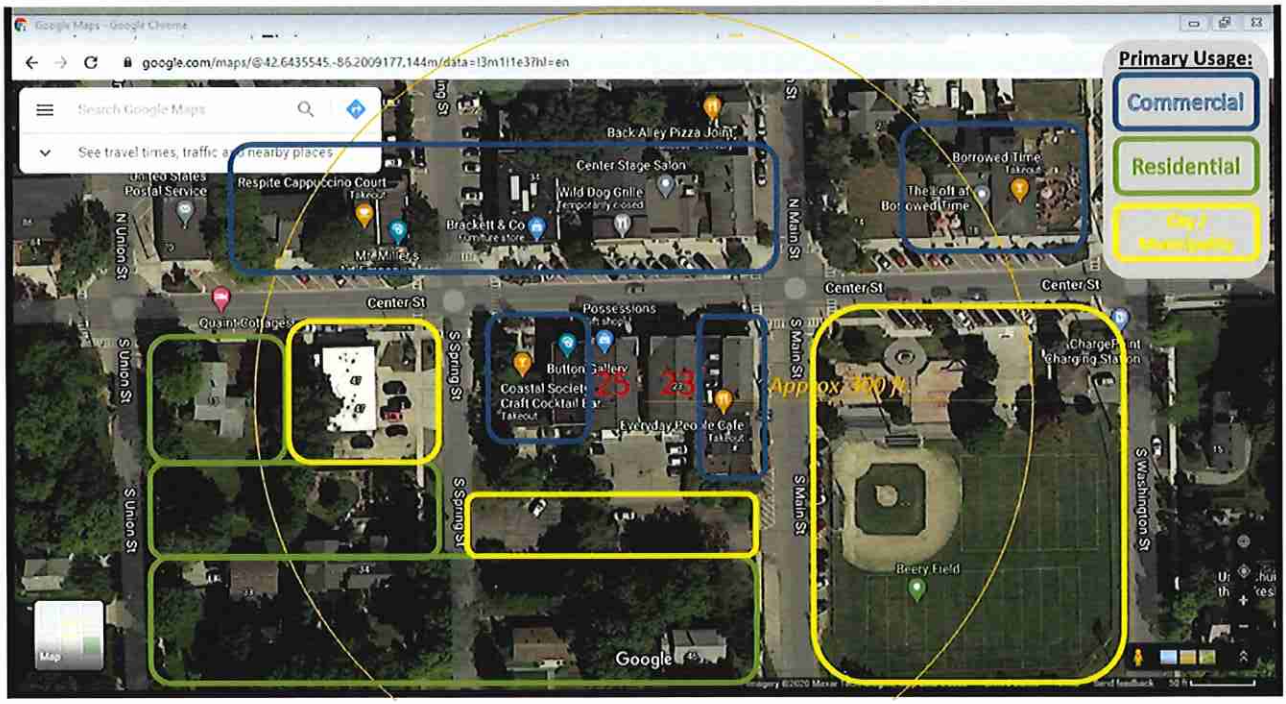
In any event, to the extent that the properties do not comply with the Ordinance, we believe that the properties and/or its uses are legal nonconforming pursuant to the terms of the Ordinance. Pursuant to Section 15.03 of Article 15 of the Ordinance, it is not necessary for a legal nonconforming use, existing on the effective date of the Ordinance to obtain a zoning permit in order to maintain its legal, nonconforming status. Further, Section 15.04 provides that where a lawful structure exists at the effective date of adoption or amendment of this Ordinance that could not be built by reason of restrictions on area lot coverage, height yards or other characteristics of the structure, such structure may be continued so long as it remains otherwise lawful.

The buildings on 23 Center Street and 25 Center Street were constructed in 2000-2001. We have enclosed a 2001 Permanent Certificate of Use and Occupancy to demonstrate the construction completion date and that a certificate of occupancy was issued. The Ordinance was adopted on May 18, 2009, so the buildings were in existence as of the date the Ordinance was adopted.

The use of the properties has remained consistent since the initial construction of the buildings. The structures have not been enlarged or altered in a way that increases the degree of any nonconformity nor have the structures been destroyed or moved since their initial construction.

Based on the foregoing, to the extent either of 23 Center Street or 25 Center Street does not comply with the Ordinance, we respectfully request that Douglas determine the properties are legal nonconforming under the Ordinance.

5. The vicinity within which these buildings lie is primarily a commercial district. Referring to the vicinity map below, the buildings are located on Center Street in the center of the block bounded by S Main Street to the east and S Spring Street to the west. Immediately to the east and west within the block and adjacent to 23 Center Street and 25 Center Street are combined commercial/residential buildings. Across Center Street to the north, the entire block is targeted toward a combination of retail and restaurant businesses. Immediately to the south of the buildings is a public parking lot, with the residential district bordering the south side of the public parking lot. Across Main Street to the east is the city park and across Spring Street to the west is the police station. We believe that some of the properties designated as commercial may also include residential space.



6. Accessories:

In the front of the buildings, provisions are provided on the face of the buildings which allow the commercial tenants to mount flags in support of their business or their community. Each of the commercial units in each of the buildings has access to one flag mount. Signage for the commercial businesses are attached to the windows at the front of the buildings.

Other than the aforementioned water meters, the mechanical installations and the trash receptables for all units within each building are located at the rear of each building. The cable TV/phone installation, the electrical meters, and the gas meters are located against the rear wall and between the wall and the rear entrance pathway of each building.

To the south of the rear entrance pathway and at the east and west end of 23 Center Street and 25 Center Street, respectively, are the air-conditioning condensing units which are screened from view by an approximate 3-foot composite railing.

The composite railing also surrounds one of the two upper deck supports on each building. Each building protects the other deck support by the installation of a "candy-stripe" pole.

Two trash receptacles are utilized at each building and are a combination of 64 and 96-gallon capacity, depending upon need. Trash receptacles which are intended for storage at the east and west ends of the 23 Center Street and 25 Center Street rear entrance pathway, respectively, are typically and uniformly stored near candy-stripe pole and deck support.

7. Lighting:

Exterior lighting of the 23 Center Street and 25 Center Street properties is provided in the front of the buildings, the rear of the buildings, and throughout the pedestrian walkway between the buildings. All lights are on programmable timers. The lighting on the front of the building is provided in recessed can lights under the 2nd story overhangs. These lights work in conjunction with city lamp-post lighting at or near the front of each building.

Lighting provided through the pedestrian walkway:

Lighting in the rear of the building functions on the same timer as the lighting for the pedestrian walkway and illuminates the rear entrances to the building, the parking lot and the access to the trash receptacles.

The lighting in the parking lot to the south provides further illumination of the area.

In addition, lighting is provided on the upper, residential levels of the buildings on the rear decks and the deck adjoining 23 Center Street and 25 Center Street. These lights are controlled by the residents and are not on controlled by timers.

Please let us know if we can provide any further information regarding the 23 Center Street and 25 Center Street properties. Thank you for your consideration.

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds
RECORDED
August 09, 2018 10:40:46 AM
Liber 4270 Page 694-695 D.C
FEE: $30.00

Liber 4270 Page 694 #2018014365

Sec. 71

2

QUIT CLAIM DEED

THIS INDENTURE, made July 31 2018, between **Susan K. Eggert, Trustee of the Susan K. Eggert Trust**, dated July 29, 2001, as amended or successors in trust ("Grantor"), whose address is 3212 Lorrimar Lane, Saugatuck, MI 49453, and **Raymond and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust**, as restated on July 31, 2018, as amended and successors in trust, ("Grantee") whose address is 3212 Lorrimar Lane, Saugatuck, MI 49453.

WITNESSETH

That the Grantor, for and in consideration of One Dollar ($1.00) ONLY to her paid by the Grantee, the receipt of which is hereby acknowledged, does hereby quit-claim and assign, all of her right, title and interest in the following described property, located in the County of Allegan and State of Michigan, to wit:

Parcel 1:

Property located in the Village of Douglas, County of Allegan, State of Michigan. The West 16.5 feet of Lot 6 and the East 24.75 feet of Lot 5, 6 Dudleyville Plat, Village of Douglas, Allegan County, Michigan, according to the recorded plat thereof. Subject to The Reservation by Grantor of a public easement for pedestrian ingress and egress and public utility purposes over the West 5.5 feet to the above parcel.

Parcel 2:

Property located in the Township of Saugatuck, County of Allegan, State of Michigan. Commencing at the southeast corner of Section 11, T3N, R16W, thence S 89 deg 10' 33" W along the South line of Sec. 11, 2425.90 feet, thence N 1 deg 33" 41" W 56.86 feet to the place of beginning of this description, thence S 63 deg 10'59" W 154.81 feet, thence N 1 deg 33' 51" W 500.41 feet, thence N 88 deg 26' 08" E 140.03 feet, thence S 1 deg 33'41" E 434.37 feet to the place of beginning. O.R. Johnson's Plan Sec. 11 & part of Sec. 14. Together with the right, which is hereby declared to be a covenant running with the land, to use Lorrimar Park at all times in common with others for all purposes for which said part was dedicated. Subject to Consumers Power Company Rights of Way. Also subject to conditions and restrictions upon the use of said premises as set forth in instrument recorded in Liber 940 on pages 344 and 345. And also subject to the following restrictions and conditions upon the use of said premises: (1) no dwelling shall be constructed thereon having a living area floor space smaller than 1000 square

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'18 AUG 9 AM 10:17

feet; and (2) no mobile home, tar paper shack or other temporary dwelling or shelter shall be maintained thereon except for a period of not to exceed one year during the course of construction of a permanent dwelling.

Subject to all conditions, restrictions, easements, limitation and rights-of-way of record.

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

This transaction is not a transfer under Section 17 of Act 415 of the Pubic Acts of 1994 (commonly known as Proposal A) because it constitutes a conveyance to a Trust and the present beneficiary is the Grantor or the Grantor's spouse. See Section 27(a)(7)(f).

IN WITNESS WHEREOF, the Grantor has executed this Quit-Claim Deed on the date written above.

Susan K. Eggert

Susan K. Eggert, Trustee

STATE OF MICHIGAN)
:
COUNTY OF KALAMAZOO)

On July 31, 2018, before me, a Notary Public, in and for said County, personally appeared **Susan K. Eggert,** to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be her free act and deed.

Janine K. Scott

Janine K. Scott, Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My commission expires: 4-29-2023

When recorded return to:	Send subsequent tax bills to:	Drafted by:
Raymond & Susan Eggert, Trustees 3212 Lorrimar Lane Saugatuck, MI 49453	Raymond & Susan Eggert, Trustees 3212 Lorrimar Lane Saugatuck, MI 49453	Thomas T. Huff, Esq. 336 S. Kalamazoo Mall Kalamazoo, MI 49007

9

STATE OF MICHIGAN
ALLEGAN COUNTY
RECORDED
23 OCT 2001 8:05:33 AM
JOYCE A. WATTS
REGISTER OF DEEDS

OCT 22 2001

QUIT-CLAIM DEED

THIS INDENTURE, made 9/25, 2001 between **Raymond H. Eggert and Susan K. Eggert**, husband and wife, tenants by the entireties ("Grantors"), whose address is 3212 Lorrimar Lane, Saugatuck, Michigan 49453, and **Susan K. Eggert, Trustee of the Susan K. Eggert Trust dated July 29, 2001**, as amended or successors in trust, ("Grantee"), whose address is 3212 Lorrimar Lane, Saugatuck, Michigan 49453.

WITNESETH,

That the Grantors, for and in consideration of One Dollar ($1.00) to them paid by the Grantee, the receipt of which is hereby acknowledged, do hereby quit-claim and assign, all of their right, title and interest in the following described property, located in the County of Allegan and State of Michigan, to-wit:

16

Parcel 1

Property located in the Village of Douglas, County of Allegan, State of Michigan. The West 16.5 feet of Lot 6 and the East 24.75 fee of Lot 5, 6, Dudleyville Plat, Village of Douglas, Allegan County, Michigan, according to the recorded plat thereof. Subject to THE RESERVATION BY Grantor of a public easement for pedestrian ingress and egress and public utility purposes over the West 5.5 feet to the above parcel.

Parcel 2

Property located in the Township of Saugatuck, County of Allegan, State of Michigan. Commencing at the Southeast corner of Section 11, T3N, R16W, thence S 89 deg 10' 33" W along the South line of Sec. 11, 2425.90 feet, thence N 1 deg 33' 41" W 56.86 feet to the place of beginning of this description, thence S 63 deg 10' 59" W 154.81 feet, thence N 1 deg 33' 51" W 500.41 feet, thence N 88 deg 26' 08" E 140.03 feet, thence S 1 deg 33' 41" E 434.37 feet to the place of beginning. O.R. Johnson's Plan Sec. 11 & part of Sec. 14. Together with the right, which is hereby declared to be a covenant running with the land, to use Lorrimar Park at all times in common with others for all purposes for which said part was dedicated. Subject to Consumers Power Company Rights of Way. Also subject to conditions and restrictions upon the use of said premises as set forth in instrument recorded in Liber 940 on Pages 344 and 345. And also subject to the following restrictions and conditions upon the use of said premises: (1) no dwelling shall be constructed thereon having a living area flobr space smaller than 1000 square feet; and (2) no mobile home, tar paper shack, or other temporary dwelling or shelter shall be maintained thereon except for a period of not to exceed one year during the course of construction of a permanent dwelling.

Subject to all conditions, restrictions, easements, limitation and rights-of-way of record.

*

This instrument is exempt from the transfer tax under Act No. 327 of 1968, Sec. 5(a).

IN WITNESS WHEREOF, The Grantors have executed this Quit-Claim Deed on the date written above.

Signed, Sealed and Delivered in the Presence of:

Thomas T. Huff

Jenny R. Gately

Raymond H. Eggert
Raymond H. Eggert

Susan K. Eggert
Susan K. Eggert

Varnum, Riddering, - 251 N. Rose St. - Kzoo MI 49007

STATE OF MICHIGAN)
: SS.
COUNTY OF KALAMAZOO)

On September 25, 2001, before me, a Notary Public, in and for said County, personally appeared Raymond H. Eggert and Susan K. Eggert, to me known to be the same persons who executed the within instrument, who acknowledged the same to be their free act and deed.

Jenny R. Gately, Notary Public
Kalamazoo County, Michigan
My commission expires: 4/23/05

When recorded return to:
Thomas T. Huff
251 N. Rose Street, 4th Floor
Kalamazoo, MI 49007-3823

Send subsequent tax bills to:
Raymond H. And Susan K. Eggert
3212 Lorrimar Lane
Saugatuck, MI 49453

Drafted by:
Thomas T. Huff
251 N. Rose Street, 4th Fl.
Kalamazoo, MI 49007-3823

This transaction is not a transfer under Section 17 of Act 415 of the Public Acts of 1994 (commonly known as Proposal A) because it constitutes a conveyance to a trust and the present beneficiary is the Grantor or the Grantor's spouse. See MCLA Section 211.27a(7)(f).

598601

3

RECORDED

27 APR 2000 8:48:58 AM

JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

WARRANTY DEED

The Grantor, Village of Douglas, a general law village of the State of Michigan, whose address is 47 West Center Street, Douglas, Michigan, 49406, conveys and warrants to Grantee, Raymond H. Eggert and Susan K. Eggert, husband and wife, as tenants by the entireties, whose address is 3212 Lorrimar Lane, Saugatuck, Michigan, 49453, the following described premises situated in the Village of Douglas, County of Allegan, State of Michigan:

> The West 16.5 feet of Lot 6 and the East 24.75 feet of Lot 5, 6, Dudleyville Plat, Village of Douglas, Allegan County, Michigan, according to the recorded plat thereof,
>
> Subject to the reservation by Grantor of a public easement for pedestrian ingress and egress and public utility purposes over the West 5.5 feet of the above parcel,

for the sum of Fifty-Three Thousand Dollars ($53,000.00).

This instrument is exempt from County Real Estate Transfer Tax pursuant to MSA 7.456(5)(h) and MCL 207.505(h) and from State Real Estate Transfer Tax pursuant to MSA 7.456(26)(h)(*i*) and MCL 207.526(h)(*i*).

Subject to easements and restrictions of record and zoning laws and ordinances affecting the premises and further subject to any taxes which are a lien upon the premises, but not yet billed, and subject to the following restriction:

Grantee shall be required to apply for a building permit on the above property within nine (9) months from the date of this deed in an amount not less than $175,000.00. Grantee shall, within ninety (90) days of applying for the building permit, commence construction consistent with the plans and specifications for which the building permit was issued. In the event Grantee fails to apply for the building permit, within the time specified, Grantor shall provide notice to the Grantee, its successors or assigns, specifying the breach of the agreement between Grantor and Grantee to improve the above property. In the event the Grantee fails to correct the violation within thirty (30) days from the notice by the Grantor, Grantor shall have the right to require the then Owner to reconvey the above property, together with all improvements and appurtenances, to Grantor by Warranty Deed for the sum of Fifty-Three Thousand Dollars ($53,000.00). The above property shall be conveyed to Grantor free and clear of all liens, easements, restrictions, or other encumbrances, except those existing at the time the Grantor conveyed the above property to the Grantee. In order to insure its rights, Grantor may, at any time, require the Grantee to deposit with the title company which issued the policy of title insurance insuring Grantee's interest in the above property, a Warranty Deed, fully executed, recordable in a form acceptable to Grantor, conveying the above property to Grantor. Such deed shall be deposited, together with escrow instructions executed by Grantor and Grantee, instructing the title company to deliver the deed to Grantor upon receipt of Grantor's request for reconveyance, together with Grantor's affidavit that it is entitled to the above property under the terms of this paragraph and Grantor's deposit of the purchase price. The title company shall clear all liens, easements, restrictions, or other encumbrances not permitted hereunder, and shall issue a title policy insuring Grantor's title to the Property. The title company shall remit the purchase price to the Grantee, less the cost of clearing title, the cost of the title policy, and transfer taxes.

Dated this 20th day of April, 2000.

Tax certification # 44308
obtained from Allegan County
Treasurer prior to recording.

PENDING RECEIPT OF DENIAL OF HOMESTEAD TAX EXEMPTION

CD - Ew. - Bailey

Signed in the Presence of:

Kristie S. Van Plew

Terry Hofmeyer

Andrew J. Mulder

Linda J. Clark

VILLAGE OF DOUGLAS

By George E. Baker
George E. Baker
Its President

By Barbara J. McVea
Barbara J. McVea
Its Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF Allegan)

The foregoing instrument was acknowledged before me this 20 day of April, 2000, by George E. Baker, the President of the Village of Douglas, a general law village of the State of Michigan, on behalf of the village.

Carol A. Oja
CAROL A. OJA
Notary Public, Allegan County, MI
My commission expires Mar 21, 2004

Notary Public, Allegan County, MI
My commission expires:

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by Barbara J. McVea, the Clerk/Treasurer of the Village of Douglas, a general law village of the State of Michigan, on behalf of the village.

Andrew J. Mulder
Andrew J. Mulder
Notary Public, Ottawa County, MI
My commission expires: 11-27-2001

This instrument prepared by:
Andrew J. Mulder
Cunningham Dalman, P.C.
Attorneys at Law
321 Settlers Road
P.O. Box 1767
Holland, MI 49422
Telephone: (616) 392-1821

sf:\p\sjm00\douglas-eggert wd.wpd

Liber 1944 / Page 350

RECORDED

4 MAY 2000 8:41:08 AM

JOYCE A. WATTS
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH

44380

PL 0301-150-005-00 ok

PENDING RECEIPT OF DENIAL OF HOMESTEAD TAX EXEMPTION

WARRANTY DEED

The Grantor, Village of Douglas, a general law village of the State of Michigan, whose address is 47 West Center Street, Douglas, Michigan, 49406, conveys and warrants to Grantee, Peregrine-Douglas, L.L.C., a Michigan limited liability company, whose address is 3930 Lakeside Drive, Kalamazoo, Michigan, 49008, the following described premises situated in the Village of Douglas, County of Allegan, State of Michigan:

> The West 41.25 feet of Lot 5, Dudleyville Plat, part of Village of Douglas, County of Allegan, State of Michigan, according to the recorded plat thereof,
>
> Subject to the reservation by Grantor of a public easement for pedestrian ingress and egress and public utility purposes over the East 5.5 feet of the above parcel.

for the sum of Fifty-Three Thousand Dollars ($53,000.00).

This instrument is exempt from County Real Estate Transfer Tax pursuant to MSA 7.456(5)(h) and MCL 207.505(h) and from State Real Estate Transfer Tax pursuant to MSA 7.456(26)(h)(*l*) and MCL 207.526(h)(*l*).

Subject to easements and restrictions of record and zoning laws and ordinances affecting the premises and further subject to any taxes which are a lien upon the premises, but not yet billed, and subject to the following restriction:

Grantee shall be required to apply for a building permit on the above property within nine (9) months from the date of this deed in an amount not less than $175,000.00. Grantee shall, within ninety (90) days of applying for the building permit, commence construction consistent with the plans and specifications for which the building permit was issued. In the event Grantee fails to apply for the building permit, within the time specified, Grantor shall provide notice to the Grantee, its successors or assigns, specifying the breach of the agreement between Grantor and Grantee to improve the above property. In the event the Grantee fails to correct the violation within thirty (30) days from the notice by the Grantor, Grantor shall have the right to require the then Owner to reconvey the above property, together with all improvements and appurtenances, to Grantor by Warranty Deed for the sum of Fifty-Three Thousand Dollars ($53,000.00). The above property shall be conveyed to Grantor free and clear of all liens, easements, restrictions, or other encumbrances, except those existing at the time the Grantor conveyed the above property to the Grantee. In order to insure its rights, Grantor may, at any time, require the Grantee to deposit with the title company which issued the policy of title insurance insuring Grantee's interest in the above property, a Warranty Deed, fully executed, recordable in a form acceptable to Grantor, conveying the above property to Grantor. Such deed shall be deposited, together with escrow instructions executed by Grantor and Grantee, instructing the title company to deliver the deed to Grantor upon receipt of Grantor's request for reconveyance, together with Grantor's affidavit that it is entitled to the above property under the terms of this paragraph and Grantor's deposit of the purchase price. The title company shall clear all liens, easements, restrictions, or other encumbrances not permitted hereunder, and shall issue a title policy insuring Grantor's title to the Property. The title company shall remit the purchase price to the Grantee, less the cost of clearing title, the cost of the title policy, and transfer taxes.

Dated this 20th day of April, 2000.

Signed in the Presence of:

Kristie S. Van Plew

Terry Hofmeyer

Andrew J. Mulder

Linda S. Clark

VILLAGE OF DOUGLAS

By ____________________
George E. Baker
Its President

By ____________________
Barbara J. McVea
Its Clerk/Treasurer

STATE OF MICHIGAN)
) ss.
COUNTY OF Allegan)

The foregoing instrument was acknowledged before me this 20 day of April, 2000, by George E. Baker, the President of the Village of Douglas, a general law village of the State of Michigan, on behalf of the village.

____
CAROL A. OJA
Notary Public, Notary Public, Allegan County, MI
My commission expires: My Commission Expires Mar 21, 2004

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by Barbara J. McVea, the Clerk/Treasurer of the Village of Douglas, a general law village of the State of Michigan, on behalf of the village.

____
Andrew J. Mulder
Notary Public, Ottawa County, MI
My commission expires: 11/27/2001

This instrument prepared by:
Andrew J. Mulder
Cunningham Dalman, P.C.
Attorneys at Law
321 Settlers Road
P.O. Box 1767
Holland, MI 49422
Telephone: (616) 392-1821

25 4 (6)

STATE OF MICHIGAN
ALLEGAN COUNTY
RECORDED
30 JAN 2006 8:19:38 AM
JOYCE A. WATTS
REGISTER OF DEEDS

SIDEWALK EASEMENT # 4

Peregrine-Douglas, LLC, whose address is 3930 Lakeside Drive, Kalamazoo, MI 49008 (hereinafter collectively "Grantor"), being the owner of certain property located in the City of the Village of Douglas, Allegan County, Michigan more fully described on the attached Exhibit "A,"

For the consideration of Two Hundred Nine ($209.—), the receipt and adequacy of which is hereby acknowledged, do hereby grant to the **City of the Village of Douglas, Allegan County, Michigan,** whose address is 86 W. Center Street, Douglas, Michigan 49406 ("Grantee"), its successors and assigns,

A permanent easement over, under and through the real parcel identified on the attached Exhibit "A" (the "Easement Area") subject to the conditions and for the purposes hereinafter set forth.

1. This easement shall be for the sole purpose of constructing, maintaining, repairing, removing and/ or replacing a sidewalk and those necessary related fixtures and appurtenances to the sidewalk, the size and requirements of which shall be determined by the Grantee. Additionally, the completed sidewalk shall be constructed in a location as depicted in the construction drawings.

2. Grantee shall also have the right to enter upon such portion of the parcel adjacent to the Easement Area as shall be reasonably necessary to permit the construction, maintenance, repair, removal and/ or replacement of the sidewalk within the Easement Area.

3. The Grantee may remove pavement and all surface and subsurface landscaping or similar improvements as may be reasonably necessary to construct, maintain, repair, remove and/ or replace the sidewalk. Upon completion of any such removal of landscaping or similar improvements, Grantee shall restore the surface of the parcel to the same general condition as it existed prior to the removal.

4. Grantor covenants, for itself and for its successors and assigns, that it will not alter, modify, damage, remove, or in any way interfere with the improvements and facilities to be installed within the Easement Area.

RECD JAN 27 2006

5. Grantor covenants, for itself and for its successors and assigns, that it will not alter, modify, damage, remove or in any way interfere with the maintenance, repair, removal and/ or replacement of the sidewalk and its appurtenants to be installed within the Easement Area.

6. Grantee shall indemnify, defend and hold the Grantor harmless of and from any and all claims, demands, causes of action and liability for injuries to persons or property arising out of or related to the Grantee's use of the Easement Area, except to the extent caused by the acts or omissions of Grantor, its successors or assigns.

7. Grantor shall have the right to grant to others easements in or through the easement area for the installation and maintenance of utilities, specifically gas, electric, telephone structures and lines, provided that the Grantee gives written approval as to the location and size of the proposed easement. These additional easements will be subordinate to the rights of the Grantee and any additional expense incurred in constructing, maintaining, repairing, removing and/ or replacing the sidewalk caused by the presence, construction or maintenance of said utilities, shall be assumed by Grantee.

8. The terms and conditions of this easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns. The terms "Grantor" and "Grantee" as used herein shall be deemed to include such heirs, personal representatives, successors and assigns.

9. The easement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

10. This instrument is exempt from transfer tax pursuant to MCLA 207.505(a) and 207.526(a)

Dated: Nov 7, 2005

WITNESSES:

Janine K Scott

Ron Conley

GRANTOR

Thomas T. Huff

Peregrine-Douglas, LLC

Thomas Huff
Manager of Peregrine-Douglas, LLC

Peregrine-Douglas, LLC

STATE OF Michigan)
)SS
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me this 7th day of November, 2005 by Thomas T. Huff
manager of Peregrine-Douglas, LLC

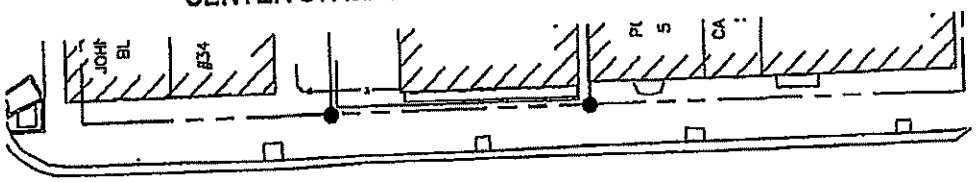
Janine K Scott
Notary Public
Kalamazoo County, Michigan
My commission expires: 4/29/2011

DRAFTED BY AND WHEN
RECORDED RETURN TO:

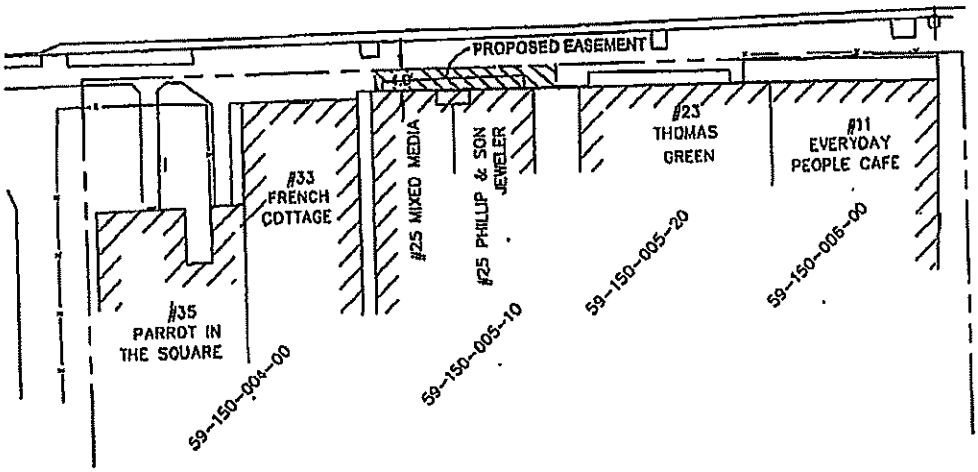
Lance R. Zoerhof, Esq.
Butzel Long
25 W. 8th St., Suite 200
Holland, Michigan 49423

14770-Easement #4 / SUE091905

EXHIBIT "A"
SKETCH OF EASEMENT #4
CENTER STREET IMPROVEMENT PROJECT



CENTER ST.

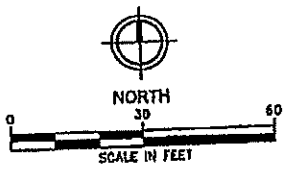


P.P. 59-150-005-10 TAX DESCRIPTION:
THE W 41.25' OF LOT 5 DUDLEYVILLE PLAT SEC 16 T3N R16W

EASEMENT DESCRIPTION:

THE NORTH 4.80 FEET OF THE WEST 41.25 FEET OF LOT 5 OF THE DUDLEYVILLE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 21 OF DEEDS, PAGE 289, ALLEGAN COUNTY RECORDS.

R2945 84 4



FLEIS & VANDENBRINK
ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, MI 49546
Phone: (616) 977-1000 Fax: (616) 977-1005

Revised:

CITY OF THE VILLAGE OF DOUGLAS
SEC. 16, T3N, R16W, CITY OF DOUGLAS, ALLEGAN CO., MICHIGAN
P.P.# 59-150-005-10

SKETCH OF EASEMENT #4
Sept., 13, 2005 25 CENTER ST. 14770

October ___, 2005

Peregrine-Douglas LLC
3930 Lakeside Drive
Kalamazoo, MI 49008

Re: Easement # 4

Dear Property Owner,

Over the past year, the Downtown Development Authority (DDA) has been working through the Michigan Department of Transportation's TEA-21 Enhancement Program and the Michigan Economic Development Corporation's Community Development Block Grant Program in an effort to secure grant funding for aesthetic and infrastructure improvements along Center Street from Blue Star Highway to Washington Street.

The City has been notified that the grant request was successful in obtaining the grant awards. The aesthetic improvements anticipated include new storm sewer, concrete curb & gutter, bituminous road paving, decorative sidewalk paving, tree planting, decorative street lighting, and other miscellaneous items. In order to meet the requirements of the grant funding, all permanent improvements must be in either existing right-of-way or in an easement granted by the property owner.

This letter is a notice of interest by the City of the Village of Douglas to acquire an easement from you. This easement would be limited to allow only the aesthetic improvements listed as part of the grant applications. If the City of the Village of Douglas does acquire an easement, the acquisition is covered by the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

The acquisition of the easement will not require the relocation of any residents or business because the property does not contain any occupied residential or business structures. The acquisition should not affect the ability of current residents to live in their current homes or operate their businesses.

To more fully explain your rights during the acquisition of your easement, included is the **Uniform Relocation Act Booklet, "When a Public Agency Acquires Your Property".** Please carefully read the booklet.

Based on a preliminary design review to meet MDOT & MEDC grant requirements, it has been determined that an easement of approximately 209 square feet would be necessary across the frontage of your property along Center Street to meet the grant requirements. We estimate the value of your easement to be less than $2,500 based on an anticipated value of under $1 per square foot. Because the value of the easement is estimated to be less than $2,500, the City of the Village of Douglas is not required to arrange for an appraisal unless requested by the property owner.

All of the above is intended to inform you of your rights under the URA.

This letter is also the written offer of the City of the Village of Douglas to acquire the easement described above. The City of the Village of Douglas has determined the amount of just compensation to be $209.00 as described in the previous paragraph.

Please indicate below whether you would like to receive the fair market value for your easement or whether you would like to donate the easement. If you have any questions or comments concerning the procedures that the will follow under the URA or you would like to discuss this offer, please feel free to contact Jill Eyre, City Manager, at (269) 857-1438.

Sincerely,

City of the Village of Douglas

✓ I would like to receive compensation for my easement as stated; **OR**

___ I would like to donate my easement. As the property owner I understand that I am entitled to receive just compensation for my easement and cannot be required to sell the easement for less than the appraised fair market value. I have received a copy of the **HUD booklet 1040-CPD, When a Public Agency Acquired Your Property.** I have been informed that the fair market value of my easement is less than $2,500.00 and hereby donate my easement to the City of the Village of Douglas. I do this freely on the basis of my full understanding of my legal rights under the URA. I am under no duress or coercion and make this decision without reservation or qualification.

J Huff — 11/7/05
Signature — Date

Janine K Scott — Jan Conley
Witness — Witness

Janine K Scott (Seal)
Notary Public
My Commission Expires On: 4/29/2011

Janine K. Scott, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires 4/29/2011
Acting in the County of _____

LIBER 2945 PAGE 87

25 4 (6)

STATE OF MICHIGAN
ALLEGAN COUNTY
RECORDED
30 JAN 2006 8:18:38 AM
JOYCE A. WATTS
REGISTER OF DEEDS

SIDEWALK EASEMENT # 5

Susan K Eggert Trust, whose address is 3212 Lorrimar Lane, Saugatuck, MI 49453 (hereinafter collectively "Grantor"), being the owner of certain property located in the City of the Village of Douglas, Allegan County, Michigan more fully described on the attached Exhibit "A,"

For the consideration of Two hundred thirty-five ($ 235.00), the receipt and adequacy of which is hereby acknowledged, do hereby grant to the **City of the Village of Douglas, Allegan County, Michigan,** whose address is 86 W. Center Street, Douglas, Michigan 49406 ("Grantee"), its successors and assigns,

A permanent easement over, under and through the real parcel identified on the attached Exhibit "A" (the "Easement Area") subject to the conditions and for the purposes hereinafter set forth.

1. This easement shall be for the sole purpose of constructing, maintaining, repairing, removing and/ or replacing a sidewalk and those necessary related fixtures and appurtenances to the sidewalk, the size and requirements of which shall be determined by the Grantee. Additionally, the completed sidewalk shall be constructed in a location as depicted in the construction drawings.

2. Grantee shall also have the right to enter upon such portion of the parcel adjacent to the Easement Area as shall be reasonably necessary to permit the construction, maintenance, repair, removal and/ or replacement of the sidewalk within the Easement Area.

3. The Grantee may remove pavement and all surface and subsurface landscaping or similar improvements as may be reasonably necessary to construct, maintain, repair, remove and/ or replace the sidewalk. Upon completion of any such removal of landscaping or similar improvements, Grantee shall restore the surface of the parcel to the same general condition as it existed prior to the removal.

4. Grantor covenants, for itself and for its successors and assigns, that it will not alter, modify, damage, remove, or in any way interfere with the improvements and facilities to be installed within the Easement Area.

RECD JAN 27 2006

5. Grantor covenants, for itself and for its successors and assigns, that it will not alter, modify, damage, remove or in any way interfere with the maintenance, repair, removal and/ or replacement of the sidewalk and its appurtenants to be installed within the Easement Area.

6. Grantee shall indemnify, defend and hold the Grantor harmless of and from any and all claims, demands, causes of action and liability for injuries to persons or property arising out of or related to the Grantee's use of the Easement Area, except to the extent caused by the acts or omissions of Grantor, its successors or assigns.

7. Grantor shall have the right to grant to others easements in or through the easement area for the installation and maintenance of utilities, specifically gas, electric, telephone structures and lines, provided that the Grantee gives written approval as to the location and size of the proposed easement. These additional easements will be subordinate to the rights of the Grantee and any additional expense incurred in constructing, maintaining, repairing, removing and/ or replacing the sidewalk caused by the presence, construction or maintenance of said utilities, shall be assumed by Grantee.

8. The terms and conditions of this easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns. The terms "Grantor" and "Grantee" as used herein shall be deemed to include such heirs, personal representatives, successors and assigns.

9. The easement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

10. This instrument is exempt from transfer tax pursuant to MCLA 207.505(a) and 207.526(a)

Dated: _____, 2005

WITNESSES:

GRANTOR

Susan K. Eggert
Susan K Eggert Trust

Susan K. Eggert
Susan K Eggert Trust

STATE OF Michigan)
)SS
COUNTY OF Allegan)

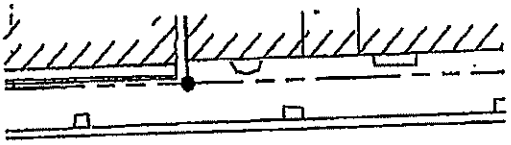
The foregoing instrument was acknowledged before me this 26 day of October 2005 by Susan K. Eggert Trust.

KRISTIE A. VAN PLEW
Notary Public
Allegan County, Michigan
My commission expires: 3-12-07

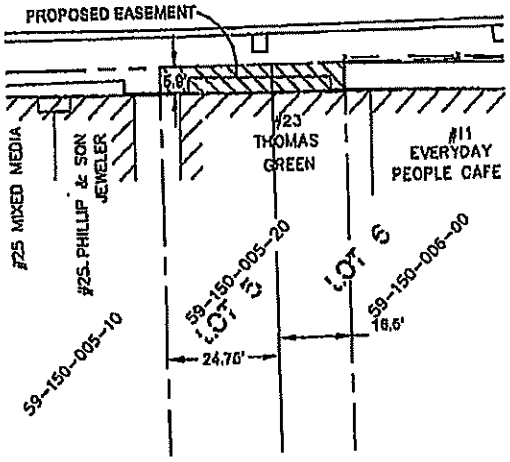
DRAFTED BY AND WHEN
RECORDED RETURN TO:

Lance R. Zoerhof, Esq.
Butzel Long
25 W. 8th St., Suite 200
Holland, Michigan 49423

EXHIBIT "A"
SKETCH OF EASEMENT #5
CENTER STREET IMPROVEMENT PROJECT



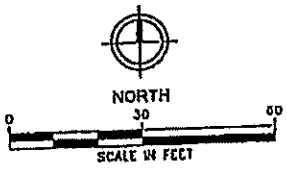
CENTER ST.



P.P. 59-150-005-20 TAX DESCRIPTION:
THE W 16.5' OF LOT 6 AND THE E 24.75' OF LOT 5 DUDLEYVILLE PLAT SEC 16 T3N R16W

EASEMENT DESCRIPTION:

THE NORTH 5.80 FEET OF THE WEST 16.50 FEET OF LOT 6 AND THE NORTH 5.80 FEET THE EAST 24.75 FEET OF LOT 5 OF THE DUDLEYVILLE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 21 OF DEEDS, PAGE 269, ALLEGAN COUNTY RECORDS.



FLEIS & VANDENBRINK
ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, MI 49546
Phone: (616) 977-1000 Fax: (616) 977-1005

Revised:

CITY OF THE VILLAGE OF DOUGLAS
SEC. 16, T3N, R16W, CITY OF DOUGLAS, ALLEGAN CO., MICHIGAN
P.P.# 59-150-005-20

SKETCH OF EASEMENT #5

Sept., 13, 2005 — 23 CENTER ST. — 14770

October 26, 2005

Susan K Eggert Trust
3212 Lorrimar Lane
Saugatuck, MI 49453

Re: Easement # 5

Dear Property Owner,

Over the past year, the Downtown Development Authority (DDA) has been working through the Michigan Department of Transportation's TEA-21 Enhancement Program and the Michigan Economic Development Corporation's Community Development Block Grant Program in an effort to secure grant funding for aesthetic and infrastructure improvements along Center Street from Blue Star Highway to Washington Street.

The City has been notified that the grant request was successful in obtaining the grant awards. The aesthetic improvements anticipated include new storm sewer, concrete curb & gutter, bituminous road paving, decorative sidewalk paving, tree planting, decorative street lighting, and other miscellaneous items. In order to meet the requirements of the grant funding, all permanent improvements must be in either existing right-of-way or in an easement granted by the property owner.

This letter is a notice of interest by the City of the Village of Douglas to acquire an easement from you. This easement would be limited to allow only the aesthetic improvements listed as part of the grant applications. If the City of the Village of Douglas does acquire an easement, the acquisition is covered by the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

The acquisition of the easement will not require the relocation of any residents or business because the property does not contain any occupied residential or business structures. The acquisition should not affect the ability of current residents to live in their current homes or operate their businesses.

To more fully explain your rights during the acquisition of your easement, included is the **Uniform Relocation Act Booklet, "When a Public Agency Acquires Your Property".** Please carefully read the booklet.

Based on a preliminary design review to meet MDOT & MEDC grant requirements, it has been determined that an easement of approximately 235 square feet would be necessary across the frontage of your property along Center Street to meet the grant requirements. We estimate the value of your easement to be less than $2,500 based on an anticipated value of under $1 per square foot. Because the value of the easement is estimated to be less than $2,500, the City of the Village of Douglas is not required to arrange for an appraisal unless requested by the property owner.

All of the above is intended to inform you of your rights under the URA.

This letter is also the written offer of the City of the Village of Douglas to acquire the easement described above. The City of the Village of Douglas has determined the amount of just compensation to be $235.00 as described in the previous paragraph.

Please indicate below whether you would like to receive the fair market value for your easement or whether you would like to donate the easement. If you have any questions or comments concerning the procedures that the will follow under the URA or you would like to discuss this offer, please feel free to contact Jill Eyre, City Manager, at (269) 857-1438.

Sincerely,

City of the Village of Douglas

✓ I would like to receive compensation for my easement as stated; **OR**

__ I would like to donate my easement. As the property owner I understand that I am entitled to receive just compensation for my easement and cannot be required to sell the easement for less than the appraised fair market value. I have received a copy of the **HUD booklet 1040-CPD, When a Public Agency Acquired Your Property.** I have been informed that the fair market value of my easement is less than $2,500.00 and hereby donate my easement to the City of the Village of Douglas. I do this freely on the basis of my full understanding of my legal rights under the URA. I am under no duress or coercion and make this decision without reservation or qualification.

Susan K. Eggert — 11-7-05
Signature — Date

Jan Nave — _____
Witness — Witness

KRISTIE S. VAN PLEW
Notary Public, Allegan Co., MI
My Comm. Expires Mar. 12, 2007

Kristie S. Van Plew (Seal)
Notary Public
My Commission Expires On: 3-12-07

857-4045

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Consumer and Industry Services
Bureau of Construction Codes/Building Section
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Permit No. LB013296
Huff Building
25 Center Street
Douglas, MI

The above named building of Use Group M and Construction Type 5A is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 118.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman
Assistant Chief, Plan Review/Building

May 7, 2001

State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Bureau of Construction Codes
P.O. Box 30254
Lansing, Michigan 48909
Plan Review Division
Building Section
517 241-9317

May 7, 2001

Roger Marcy
PO Box 354
Saugatuck, MI 49453

RE: **CERTIFICATE OF OCCUPANCY**
Huff Building
25 Center Street
Douglas, MI
Building Permit No. LB013296

Dear Mr. Marcy:

Enclosed is a Certificate of Occupancy for the above referenced project. If you have any questions you may contact me at (517) 241-9317.

Sincerely,

Larry Lehman

Larry Lehman, Assistant Chief
Plan Review Division
Building Section

LL/sb

cc: File

COPY

The Village of Friendliness ~ Since 1870

19 November 2020

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

RE: Application(s) for Condominium Approval and Site Plan Review; 23 & 25 Center Street

Dear Mr. Schmidt,

This correspondence confirms receipt and administrative review of a condominium project plan for 23 Center Street (PPN: 59-150-005-20) and 25 Center Street (PPN: 59-150-005-10) in Douglas, Michigan. In addition to Allegan County Condominium Subdivision Plans, the submittal package included City of the Village of Douglas Zoning Review Application, Application for Site Plan Review, Master Deed, Condominium Bylaws, and payment of associated fees for each of the properties.

The following is a summary of findings of noncompliance resultant of administrative review by the Planning and Zoning Administrator of the City of Village of Douglas, completed Tuesday, November 17, 2020. The City shall receive satisfactory responses to each of these findings to satisfy the requirements for Review of Preliminary Plans by the Planning Commission (Section 16.24(5)).

Application for Condominium Approval

1. Section 16.24(4)(a) - Compliance with Section 66, Condominium Act (Michigan Public Act 59 of 1978). Subsection (2)(a) of Section 66 of that Act requires notice that is absent from the cover sheet of the condominium subdivision plan. Sheets 3 and Sheet 4 shall include tables and/or narratives to demonstrate compliance Subsections (2)(f) through (2)(k) of Section 66, further demonstrating compliance with local parking/screening requirements and defining size of each unit as it relates to use of the basement, respectively. Furthermore, Subsection (3) requires consecutive numbering of the condominium subdivision plans by the Allegan County Register of Deeds, also absent.
2. Section 16.24(4)(b)(i) - Compliance with Site Plan Review Approval Standards (Article 24, City of the Village of Douglas Zoning Ordinance). Information required for review, as listed below.

Site Plan Review (Article 24)

1. Section 24.02 – Plans and maps/land survey drawn on a minimum scale of 1" = 20', 15 copies and scaled electronic (PDF) format, including elevation drawings of all visible building sides with a table of dimensions and any proposed changes to window configurations, entrances, and/or materials.
2. Section 24.02(2) – Proof of property ownership, and all options and liens.

86 W. Center Street • P.O. Box 757 • Douglas, Michigan 49406-0757 • Phone (269) 857-1438 • Fax (269) 857-4751 • www.ci.douglas.mi.us

3. Section 24.02(5) – Project description, written and graphic, with a table of dimensions and calculations for all units and uses in each building.
4. Section 24.02(8) – Appropriate/minimum parking spaces, total number and dimensions of parking spaces and associated aisles, as well as loading/unloading space as required for each use and to ensure site maneuverability/access. All submittals should be consistent with the requirements of Article 19: Off-Street Parking and Loading.
5. Section 24.02(9) – A vicinity sketch, with relation to surrounding (300 feet) street system and uses.
6. Section 24.02(11) – Including but not limited to trash/waste receptacles (indicating appropriate capacity, site configuration/screening, and collection schedule), proposed mechanical installations (HVAC, utility meters, etc.), and identity signs (residential and commercial).
7. Section 24.02(15) – Location, type, style, and intensity of all proposed site lighting, building, sign, or otherwise.

Presuming it will be the intent of the Developers to proceed following receipt of this administrative review, and in anticipation of their response to this transmittal, the Douglas Planning Commission has scheduled a public hearing for review of these preliminary condominium project plans. Due to COVID-19 restrictions and public health concern, the Commission invites the Applicant/Developers and the public to participate remotely as scheduled, accessible using the following credentials:

Douglas Planning Commission, Remote Regular Meeting
December 9, 2020, 7:00 PM EST
https://us02web.zoom.us/j/89525652623
Phone: (312) 626-6799 | Meeting ID: 895 2565 2623

At this hearing, the Applicant/Developers shall demonstrate compliance with all standards of approval for Condominiums and Site Plan Review as set forth by the City's Zoning Ordinance. Should the Applicant/Developers satisfy all standards of approval and accept any conditions of approval of the Planning Commission, it shall be the intent of the City promptly schedule the review and approval of the final plans no sooner than at the next regular meeting of City Council, to be held remotely on Monday, December 21, 2020.

Written response accepting the invitation of the Planning Commission and additional submittals in response to the findings of this administrative review and shall be received no later than 4:30PM EST, December 2, 2020 to be considered. In the event response is not received by the forementioned date and time, one (1) week prior to the scheduled hearing, the condominium project plan will be considered incomplete and the submittal package shall be returned (Section 16.24(5)(b)), with all scheduled hearings cancelled.

Please do not hesitate to reach the City in the event there are questions regarding or in addition to what is expressed in this review. The City greatly appreciates and commends your application and looks forward to continuing to work with you.

Sincerely,

Nicholas P. Wikar
Planning and Zoning Administrator

Cc: City Attorney
City Engineer

86 W. Center Street • P.O. Box 757 • Douglas, Michigan 49406-0757 • Phone (269) 857-1438 • Fax (269) 857-4751 • www.ci.douglas.mi.us

VARNUM
ATTORNEYS AT LAW

COPY

Bridgewater Place • Post Office Box 352
GRAND RAPIDS, MICHIGAN 49501-0352

TELEPHONE 616/336-6000 • FAX 616/336-7000 • WWW.VARNUMLAW.COM

PETER A.SCHMIDT

DIRECT DIAL 616/336-6411
E-MAIL paschmidt@varnumlaw.com

November 3, 2020

Pamela Aalderink, City Clerk
Nicholas Wikar, City Planner
The City of The Village of Douglas
86 W. Center Street
Douglas, MI 49406

Re: Zoning and Site Plan Review Applications

Dear Ms. Aalderink and Mr. Wikar:

On behalf of Raymond Eggert and Peregrine-Douglas, L.L.C., please find enclosed applications for zoning review and site plan review and supporting documents related to condominium conversion projects located at 23 Center Street and 25 Center Street, Douglas, Michigan. Also enclosed are two checks for $300 each to cover the application fees for the site plan review.

I have emailed Mr. Wikar digital PDF copies of the subdivision plans for each of the projects, but please let me know if you need anything further with regard to digital copies relating to the subdivision plans.

Please let me know of any questions.

Regards,

VARNUM

Peter A. Schmidt

PAS/lv
Enclosures

#17123728

VARNUM
ATTORNEYS AT LAW
BRIDGEWATER PLACE • POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352
TELEPHONE 616/336-6000

№ 604400

VENDOR: CITY OF THE VILLAGE OF DOUGLAS **VENDOR #:** CIVIDOU **CHECK DATE** 11/02/20

VOUCHER	INVOICE NO.	INV. DATE	DESCRIPTION	INVOICE AMOUNT
677274	110320/304994	11-02-20	PEREGRINE	300.00
CONTROL NO. 604400			TOTAL	$300.00

Detach Voucher Before Cashing

VARNUM
ATTORNEYS AT LAW
BRIDGEWATER PLACE • POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352
TELEPHONE 616/336-6000

Independent Bank
77 Monroe Center NW
Grand Rapids, MI 49503

№ 604400

74-265
724

DATE: 11/02/20

COPY

PAY THREE HUNDRED AND 00/100 Dollar

$ $300.00*******

VOID AFTER 60 DAYS

TO THE ORDER OF **CITY OF THE VILLAGE OF DOUGLAS**

AUTHORIZED SIGNATURE MP

Security features. Details on back.

VARNUM
ATTORNEYS AT LAW
BRIDGEWATER PLACE • POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352
TELEPHONE 616/336-6000

№ 604401

VENDOR: CITY OF THE VILLAGE OF DOUGLAS **VENDOR #:** CIVIDOU **CHECK DATE** 11/02/20

VOUCHER	INVOICE NO.	INV. DATE	DESCRIPTION	INVOICE AMOUNT
677275	110320/304994 2	11-02-20	PEREGRINE	300.00
CONTROL NO. 604401			TOTAL	$300.00

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Grand Rapids, MI 49503

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TO THE ORDER OF **CITY OF THE VILLAGE OF DOUGLAS**

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MEMO

TO: City of the Village of Douglas

FROM: Peregrine-Douglas LLC and Raymond Eggert

RE: Condominium Conversion Approval

DATE: November 2, 2020

This memorandum is delivered to the City of the Village of Douglas ("**Douglas**") in connection with an application for condominium approval pursuant to Section 16.24 of the Douglas Zoning Ordinance (the "**Ordinance**") governing condominiums. Peregrine-Douglas LLC ("**Peregrine**") owns real property upon which an existing building is situated located at 25 Center Street, Douglas, Michigan (the "**25 Center Property**"). The Raymond and Susan Eggert Family Trust (the "**Trust**") owns real property upon which an existing building is situated located at 23 Center Street, Douglas, Michigan (the "**23 Center Property**"), which is adjacent and connected by a deck to the 25 Center Property. As the 25 Center Property and 23 Center Property (together, the "**Properties**") are being converted into two integrated condominium projects, Peregrine and the Trust (together, the "**Developers**") are submitting this joint memorandum to accompany each application Peregrine and the Trust are submitting to Douglas.

By way of background, the Properties were formerly a parking lot site in downtown Douglas. Many years ago, Douglas reached out to the Developers to acquire the Properties and construct the buildings located on the Properties in an effort to start the urbanization of the downtown Douglas area. At the time the Developers developed the Properties, they did not know whether it would be best to create a condominium structure or to maintain ownership of the buildings and rent the spaces. Now, as the Developers are aging, the time is right to create condominiums at each of the Properties so that ownership may be transferred while maintaining the current mixed use of the Properties.

The Developers are proposing no changes to the existing structures and improvements located on the Properties. Douglas approved the structures and improvements at the time they were initially constructed, and no material changes to the Properties have occurred since that initial approval. The Developers have included with their applications the As-Built Condominium Subdivision Plans for each of the Properties.

Section 16.24(4)(b) contains requirements for the application for condominium approval. The items below will address those requirements:

(i) Article 24 of the Ordinance requires a written narrative addressing the following:

a. Approximately 100% of the Properties is allocated to buildings, parking lots and other impervious surfaces.

b. Each of the Properties contains a structure with four units. The main floors consist of commercial spaces. Two residential units are located on the second floor of each building, with one one-bedroom unit and one two-bedroom unit. The residential

units at the Properties are intended to serve residents of the Douglas community. The elevation of the buildings are shown on the applicable Subdivision Plan enclosed with the applications.

c. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will have no impact on public services, including schools, police and fire protection, utilities and traffic.

d. As the Properties have been fully constructed and in use for many years, there is no construction or development planned.

e. No approvals other than the Douglas approvals are pending at this time.

f. With its mixed use development, the Properties were constructed to assist in the urbanization of the community of Douglas. Developers expect that benefit to the Douglas community to continue with the conversion of the Properties to a condominium ownership structure.

g. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will not impact or cause noise, vibration, smoke, light glare or other potentially problematic conditions.

(ii) As the Properties have been fully constructed and in use for many years, the written approval of the design and location of the entrance to the condominium development from the Allegan County Road Commission is not required.

(iii) We have included with the applications a copy of the proposed Master Deed and Bylaws for each of the Properties, which include the use and occupancy and maintenance provisions for the general and common elements with respect to the Properties.

(iv) We have included a Subdivision Plan for each of the Properties showing the improvements, facilities, utilities and easements on the Properties.

(v) With respect to the overall objective in connection with converting the Properties to a condominium ownership structure, the Developers envision the Properties continuing to serve as key point serving the Douglas community, both from a residential and commercial perspective. The Developers are converting the Properties to a condominium ownership structure so that they may transfer ownership of the Properties while maintaining the current mixed use of the Properties.

(vi) The Properties are currently served by municipal water, sanitary sewer and storm sewer facilities.

(vii) There are no private streets located on the Properties.

(viii) The Master Deeds for each of the Properties include a provision incorporating an approved condominium development plan.

ZONING REVIEW APPLICATION

86 W. CENTER STREET, PO BOX 757, DOUGLAS MI 49406
Phone: 269.857.1438 Fax: 269.857.4751
www.ci.douglas.mi.us

A Zoning Permit is required for all changes to Uses, structures, and other Site Improvements. This includes all residential, commercial and industrial structures, and accessory buildings that require a Building Permit, as well as fences, temporary storage, and agricultural activities which are exempt from the Building Permit process. A survey and site plan is necessary to complete this application.

Submit complete applications to the City of Douglas prior to any site work or requesting permits with Michigan Township Services.

APPLICANT INFORMATION *(If different than owner)*

Name: Raymond Eggert, Trustee Email: r.eggert@aol.com
Address: 3212 Lorrimar Lane, Saugatuck, MI 49453
Phone #: (219) 680-6038 Fax #:

OWNER INFORMATION

Name: The Raymond and Susan Eggert Family Trust Email: r.eggert@aol.com
Address: 3212 Lorrimar Lane, Saugatuck, MI 49453
Phone #: (219) 680-6038 Fax #:

PROPERTY INF ORMATION

Address or Location: 23 Center Street, Douglas, MI
Permanent Parcel #: 59-150-005-20
Zone District - Current: Commercial / C-1A Vill Ctr C Proposed (if Applicable): N/A
Property Size: 0.123 acres Special Use (if Applicable): N/A

TYPE OF PROJECT (check all that apply) Residential X and Commercial X

New Construction _____ Remodel _____ Accessory Structure _____ Addition _____
Boardwalk/Dock _____ Deck/Porch _____ Temporary Use/Structure _____ Other X

Describe Proposed Project (attach additional pages as necessary) See attached exhibit.

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

Raymond Eggert trustee 11/2/20
Raymond Eggert, Trustee *Date*
Signature of Applicant and Owner (If different than applicant)

I hereby grant permission for members of the Douglas Planning Commission, Board of Appeals and/or City Council to enter the above described property (or as described in the attached) for the purpose of gathering information related to this application/request/proposal.

Raymond Eggert trustee 11/2/20
Raymond Eggert, Trustee *Date*
Owner's Signature

ZONING REVIEW APPLICATION REQUIREMENTS

Y	N	N/A	
☐	☐	☐	**Survey** with dimensions, boundaries, rights-of-way, and easements.
☐	☐	☐	**Site Plan** (scaled) with tables of figures (dimensions, distance/area calculations) showing:
☐	☐	☐	Location, boundaries, shape of the lot, and adjacencies.
☐	☐	☐	Current Site Improvements (open space, parking, drives, structures, paths, decks, fences, pool, etc).
☐	☐	☐	Proposed Site Improvements and their proximity to existing improvements/features/boundaries.
☐	☐	☐	Current and proposed Site & Building Placement Standards compliance (Section 3.12)
☐	☐	☐	**Description** of proposed Use (Section 3.11) and/or Improvement (One-Family Dwelling, fence, etc.)
☐	☐	☐	**Landscape Plan(s)** detailing all existing conditions and proposed changes to natural features (woodlots, flood plains, watersheds, wetlands, surface water, drains, critical dunes, etc).
☐	☐	☐	**Grading/Storm Water Plan(s)** with contour lines, direction of flow, and table of figures.

For Internal Use Only

REMARKS_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY OF DOUGLAS ZONING REVIEW

APPROVED:_____ / **DENIED:**_____ By:_____ Date: _____
Planning & Zoning Administrator

KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW

CONNECTION TO WATER / WASTEWATER SYSTEM

SITE ADDRESS:_____

Submitted By:_____ To:_____ Date: _____
City Staff (Initials) & Delivery Method KLSWA Representative

Existing Utility Access: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Utility Connection Permit Application: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Total Fees Paid:_____ Notes:_____ Verified By:_____ Date: _____

MASTER DEED
OF
23 CENTER STREET

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

Allegan County Condominium Subdivision Plan No. _____ containing:

(1) Master Deed establishing 23 Center Street;

(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 NW, Suite 1700
Grand Rapids, Michigan 49504

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Exhibit B - Condominium Subdivision Plan for 23 Center Street
Exhibit C - Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

MASTER DEED
of
23 CENTER STREET

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

This Master Deed is given on the ____ day of _____, 2020, by **Raymond Eggert and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust,** as restated on July 31, 2018, as amended, and successors in trust, whose address is 3212 Lorrimar Lane, Saugatuck, Michigan 49453 (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 by conversion of a Project to be known as 23 Center Street (the "**Project**"), in the City of the Village of Douglas, Allegan County, Michigan on a parcel of land as described 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 described on Exhibit B (the "**Property**"), together with the improvements located and to be located on such 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 utilized, 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 such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Protect Description. The Project is a mixed use business and residential condominium. The 4 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. Each of the Units is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project.

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.

1.5 Incorporation of Approved Provisions. All provisions of a condominium development plan approved by the City of the Village of Douglas are hereby incorporated into 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 legally described on the attached Schedule 1.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Condominium and the Units located in the Condominium for ingress, egress, utility and other uses as described and/or shown on Exhibit B and in Section 8. Certain Common Elements of the Condominium, including the second story deck connecting the Condominium and 25 Center Street, and the parking lot and parking spaces as depicted on Exhibit B (the "**Parking Lot**"), are shared with owners of units in 25 Center Street, a condominium project established by the recording of the Master Deed of 25 Center Street in the Allegan County Records.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms are 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 Condominium such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the 23 Center Street Condominium 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 Condominiums, 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 23 Center Street Condominium 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) Business Unit. "Business Units" means Units 1 and 2 of the Project;

(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 Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors 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 described in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property;

(j) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures 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 Raymond and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust, as restated on July 31, 2018, as amended, and successors in trust, which has signed, delivered and recorded this Master Deed, its successors and assigns. Successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents;

(m) **Development and Sales Period.** "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project;

(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 such 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 who is not in default under the contract;

(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 23 Center Street, a mixed use business and residential condominium development established under the provisions of the Act;

(t) **Residential Unit.** "Residential Unit" means Units 3 and 4 of the project;

(u) **Subdivision Plan.** "Subdivision Plan" means Exhibit B to this Master Deed;

(v) **Transitional Control Date.** "Transitional Control Date" means the date on which a board of directors 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; and

(w) **25 Center Street**. "25 Center Street" means the condominium project immediately west of the Project which shares the parking lot and the second story connecting deck between 25 Center Street and 23 Center Street with the Condominium.

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

Section 4. COMMON ELEMENTS

4.1 **General Common Elements.** The General Common Elements are:

(a) **Real Estate.** The Property described in Section 2 of this Master Deed, and the easement interests as described in this Master Deed and otherwise benefiting the Condominium for ingress, egress and utility installation and other purposes, over, across

and through adjoining properties whether now existing or granted to the Condominium at a later date;

(b) Parking Lot. The Parking Lot and parking spaces (which spaces shall be assigned by first the Developer and later the Association to Unit Owners, and whose maintenance costs and responsibilities share be shared with the owners of units in 25 Center Street) and the Condominium fixtures and improvements, refuse containers, air conditioning units and utility connections and meters located in the Parking Lot;

(c) Exterior Improvements. The common walkways, lawns, yards, trees, shrubs, and other improvements;

(d) Electrical. The exterior lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(e) Gas. The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) Heating and Air-Conditioning. The heating and/or air-conditioning conduits and ducts throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors and ceilings;

(g) Water. The water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(h) Sanitary Sewer. The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(i) Storm Drainage. The storm drainage and/or water retention system throughout the Project;

(j) Telephone. The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(k) Telecommunications. The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(l) Building Elements. The foundation, roof, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, entrances and exits of the Project;

(m) Stairs and Basement Hallway. The stairs and hallway providing access to the basement level of the Project and access to the portions of each Unit located in the basement as shown on Exhibit B;

(n) Other Building Spaces. Any structures and spaces located between the ceilings of units 3 and 4 and the roof, and any other building areas not otherwise designated as a Common Element in Sections 4.1 or 4.2 or on Exhibit B;

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

(p) 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; and

(q) Ownership of Utility and Telecommunications Systems. Some or all of the 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. Appurtenant to each Unit are the pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that Unit alone;

(b) North Balcony, South Deck and Exterior Hardware. The second floor balcony on the north side of Unit 4 and exclusively serving Unit 4 is appurtenant to Unit 4, the second floor deck on the south side of Unit 3 exclusively serving Unit 3, is appurtenant to Unit 3, and the exterior hardware of each Unit is appurtenant to that Unit;

(c) Residential Units Second Floor Deck. The deck on the second floor lying between Units 3 and 4 of the Project and the adjacent condominium project, 25 Center Street, is appurtenant to and limited to the use of Units 3 and 4;

(d) Landing and Stairs. The landing and stairs providing access to the second floor are appurtenant to and limited to the use of Units 3 and 4;

(e) Rest Room. The rest room located on the first floor of the Project is appurtenant to and limited to the use of Units 1 and 2;

(f) Delivery Boxes. The mail and/or newspaper box located on a Unit or permitted by the Association on the General Common Elements to serve the Unit is appurtenant to that Unit;

(g) Heating and Cooling Appliances. The fireplace, combustion chamber and flue, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving a Unit exclusively are each appurtenant to that Unit;

(h) Windows, Sliders, Doors and Screens. The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall are appurtenant to the Unit in which they are located;

(i) Interior Unit Surfaces. The interior surfaces of perimeter walls, ceilings and floors located within a Condominium Unit are appurtenant to the Unit in which they are located;

(j) 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

(k) 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 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 follows:

(a) Limited Common Elements.

(1) Each Owner shall be individually responsible for the cleaning, maintenance, repair and replacement of all Limited Common Elements which are appurtenant solely to the Owner's Unit,

(2) Where a Limited Common Element is appurtenant to more than one unit, the owners of the appurtenant units shall share equally in the responsibility and costs for the cleaning, maintenance, repair and replacement of the Limited Common Element unless some other division of responsibility is designated in this Master Deed, except for the following: the landing and stairs giving access to the second floor units, the second floor balcony and the decks as described in Sections 4.2 (b), (c) and (d); and

(3) The Association shall be responsible for the cleaning, maintenance, repair and replacement of the landing and stairs providing access to the second floor as described in Section 4.2(d), and for the maintenance, repair and replacement of the balcony and decks described in Sections 4.2(b) and (c); the expenses of which shall be assessed (i) equally to Units 3 and 4 for the Limited Common Elements identified in Sections 4.2(c) and (d) and (ii) to Unit 3 for the deck and Unit 4 for the balcony described in Section 4.2(b).

(b) **Unit Improvements.** If any Unit Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior, or the Common Elements appurtenant to the Unit, 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 that Unit or Units;

(c) **Association Oversight.** The appearance of the exterior Limited Common Elements shall at all times be subject to the approval of the Association. Except as provided in Section 4.3(c)(2) below, if the cleaning, decoration, maintenance and repair of the Limited Common Elements by the responsible Owner does not conform to reasonable aesthetic, cleanliness and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Limited Common Elements up to required standards and to charge all costs incurred to the Owner responsible for cleaning, repair and maintenance;

(d) **Parking Lot**. The cost of cleaning, maintenance, repair and replacement of the Parking Lot and parking spaces, shall be borne equally between the Condominium and 25 Center Street, and, as for the Condominium's share, shall be an expense of the Association and be assessed to all Units equally; and

(e) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of an Owner or an Owner's agent, employee, invitee, family member or pet.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association (the "**Board**" or "**Board of Directors**") by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and sign and deliver 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 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 such powers.

4.6 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. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium 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 contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the public records of Allegan County, Michigan.

5.3 Unit Modification. The number, size, style 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, mortgagee or other interested person, so long as such 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 and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units and other persons interested or to become interested 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. NONEXPANDABILITY OF CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Section 7. NONCONTRACTION OF CONDOMINIUM

The Condominium is not a contractible project under the Act.

Section 8. EASEMENTS

8.1 Easements for Support, Maintenance and Repair. Every portion of a Condominium Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. 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 is permitted to and elects to assume responsibility, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) 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 building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. Until the initial sale of all Units that may be created under the provisions of this Master Deed or of any other project developed by the Developer or its successors on the Property has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend the Parking Lot, all drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or Common Element; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the Property as described in Section 2.

8.3 Public Pedestrian Easement. The Property is burdened by a public pedestrian easement along the west side of the Condominium as shown on Exhibit B. To the extent of any costs to maintain and clean the easement, they shall be shared with the adjacent condominium project, 25 Center Street, and treated as an expense of administration of the Association.

8.4 Parking Lot.

(a) The Condominium has a parking lot at its south end as shown on Exhibit B containing 5 spaces. In the Parking Lot immediately adjacent to the building in the Condominium are other improvements and structures including utility meters and connections, air conditioning units, and refuse containers. In addition, the Condominium has 5 parking spaces immediately to the south of those improvements and structures. The adjacent condominium to the west, 25 Center Street, has a similar layout with improvements and structures adjacent to its building and 5 parking spaces south of that building. This Condominium is burdened by: (1) an easement in favor of 25 Center Street for motor vehicle use for: (i) all of the driveway areas in the Parking Lot, and (ii) the entrance and exit to the Parking Lot from the existing municipal parking immediately to the south and, (2) the public walkway easement lying on the west side of the Condominium which extends through the Parking Lot to the existing municipal parking, all as shown on Exhibit B.

(b) The Condominium is benefited by a reciprocal easement from 25 Center Street over all of the driveway areas of the its adjacent parking lot as it exists on 25 Center Street, which easement is to allow for the entrance and exit of the motor vehicles of both condominiums, turning radius for entering and leaving Condominium parking spaces, and for access for trucks and other delivery vehicles for delivery to the Condominium.

Section 9. AMENDMENT AND TERMINATION

9.1 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 such amendment or termination shall be recorded in the public records of Allegan County, Michigan.

9.2 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 or change 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 mortgage market. A mortgagee's rights are deemed to not be materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

(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; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Owner. 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) **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.

9.3 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 their signing of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the public records of Allegan County, Michigan.

(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 assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(d) 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.

Section 10. 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 public records of the office of the Allegan County Register of Deeds.

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

Raymond and Susan Eggert Family Trust, as restated on July 31, 2018, as amended

By:_____
Raymond Eggert, Trustee

By:_____
Susan Eggert, Trustee

STATE OF MICHIGAN)
)
COUNTY OF _____)

This document was acknowledged before me the _____ day of _____, 2020, by Raymond Eggert and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust, as restated on July 31, 2018, as amended, on behalf of the trust.

_____
*
Notary Public, _____County, MI
Acting in _____ County, MI
My commission expires: _____

SCHEDULE 1
TO
MASTER DEED
OF
23 CENTER STREET

Legal Description

The West 16.5 feet of Lot 6 and the East 24.75 feet of Lot 5, Dudleyville Plat, Village of Douglas (now the City of the Village of Douglas), Allegan County, Michigan, according to the recorded plat thereof.

EXHIBIT A

CONDOMINIUM BYLAWS

23 CENTER STREET

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EXHIBIT A

CONDOMINIUM BYLAWS

23 CENTER STREET

Article 1. ASSOCIATION OF OWNERS

1.1 Organization. 23 Center Street, is a mixed use business and residential condominium project located in the City of the Village of Douglas, Allegan County, Michigan being developed in a single phase so as to comprise a total of 4 Units. 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 non-profit 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 Act No. 59, P.A. 1978, as amended, 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 Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Article 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 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 value, 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.

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.

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.

Article 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 in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% of the total number of Units in the Project; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 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 of Directors. 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 in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer 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 of Directors and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units in the Project, and before conveyance of 90% of such Units, the non-developer 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 in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units 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 non-developer Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer 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 in number and in value 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.

Article 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 the Association 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 of Directors 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 thereafter 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 by way of example, 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, consistent 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 the 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 of Directors 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 and Repair. The responsibility for maintenance and repair of Units and Common Elements is as follows:

(a) All maintenance of and repair to a Unit (other than maintenance and repair of General Common Elements located within a Unit) and to a Limited Common Element which is the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Any Owner who desires to make structural

modifications to a Unit or Limited Common Element must first obtain the written consent of the Association and shall be responsible for all damages to the Common Elements resulting from such repairs.

(b) All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the 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 Owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements 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 Article 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 shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the 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% 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.

Article 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 any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the 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 Owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

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 the 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 of 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 by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the Unit sold or conveyed shall not be subject to a lien for any unpaid assessments in excess of, the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 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 of the Condominium Documents, 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 attorney fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

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

(a) **Pre-Turnover Expenses.** Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer, unless the Units are occupied.

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

Article 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 of Directors 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 improvements within the Owner's Unit, 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 or operating expenses in the event of fire or other casualty causing temporary loss of the Owner's Unit. All insurance carried by the Association or any Owner shall contain provisions waiving 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 fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board. 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,

trustees and employees and all others who are responsible for handling funds of the Association.

(d) Power of Attorney. The Board is irrevocably appointed as the agent for each 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 reasonable attorney 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.

(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. The following provisions will control, if any part of the Condominium Property is damaged or destroyed:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt promptly unless 80% 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 affected General Common Element is the common roadway providing the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% 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 applicable Unit or Units alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the 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 Association.

(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, assessments shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair.

(e) **Withdrawal from the Condominium.** If a decision to reconstruct is not made in the manner provided by subparagraphs (a) and (b) of Section 6.3, provision for the withdrawal of the damaged property from the Project and the provisions of the Act may be made by the affirmative vote of not fewer than eighty percent (80%) of the Owners voting at a meeting called for the specific purpose. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units not withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board.

(f) **Allocation of Proceeds.** In the event of the withdrawal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions of them; (2) any insurance proceeds allocated to

withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units saved by such Limited Common Elements; and (3) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon the withdrawal of any Unit or portion of a Unit, the Owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

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

(a) Units. In the event of the taking of all or any portion of a Unit, the award for such taking shall be paid to the Owner of the Unit and any mortgagee of the Unit, 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 eighty percent (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. If any Unit shall have been taken, Article 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining 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 publicly recorded mortgage lien on any of the Units in the Condominium.

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

Article 7. USE AND OCCUPANCY RESTRICTIONS

7.1 Residential Units. Residential Units shall be used exclusively for residential occupancy, and no Residential Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within a Residential Unit and participated in solely by members of the immediate family residing in the Residential Unit, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Residential Unit or neighborhood, are permitted as incidental to primary residential use.

7.2 Business Units. Except as provided in this Section, Business Units shall be used exclusively for business purposes. "Business purposes" means use for office, retail sales and service, and/or restaurant uses. The Developer may also permit the use of all or any portion of any Business Unit to be used for single-family residential purposes.

7.3 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, storage facilities or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any 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.

7.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.1 and 7.2, 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 or structural elements of the Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the Project. Any Owner may make non-structural alterations, additions, or improvements within the Owner's Unit without the prior approval of the Board, but the Owner shall be responsible for any damage to other Units, the Common Elements, or the Property, resulting from such alterations, additions or improvements.

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

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

(d) Prohibited Uses. 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.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a Unit for sale, which is not larger than 4 square feet in size), shall be displayed 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 Unit. 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 appurtenant to a Unit; provided, that no such furniture or other personal property shall be stored during the winter season 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.

(1) No animals of any kind may be kept or maintained in any Unit (other than a seeing-eye dog) except for one domestic dog or one domestic cat; however, no savage, vicious, or dangerous dog, including, but not limited to, any pit bull or rottweiler, shall be kept at the Project. No dog or cat may be kept on the Project to bred for commercial purposes. A dog or a cat permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements or within any Unit (except the Unit owned by the owner of such animal), and the owner of each pet shall be responsible for cleaning up after it.

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

(i) Satellite Dishes. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior written approval by the Association as to size, location, color and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of the satellite dish.

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

(k) Hazardous Materials. As used in these Bylaws, the term "**Hazardous Materials**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, any agency of the State of Michigan, or any agency of the United States government. The term "**Hazardous Materials**" includes, without limitation, any material or substance which is (i) described as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (ii) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903), (iii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601), (iv) petroleum and any petroleum by-products, and (v) asbestos. Owners shall not, nor shall they permit their agents, invitees, contractors or subcontractors (collectively "Owners Agents"), to bring upon, keep, store, use or dispose of any Hazardous Materials on, in, under or about the Project except ordinary cleaning chemicals and solutions, suitably packaged goods offered for sale at retail and office supplies used for their intended purpose, none of which may pose any significant threat of contamination of the Project. Each Owner shall cause the presence, use, storage and/or disposal of any Hazardous Materials on, in, under or about the Project by such Owner or such Owner's agents to be in compliance with all applicable laws, rules, regulations, and orders. Each Owner shall defend, indemnify, protect and hold the Association harmless from and against all claims, costs, fines, judgments and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Material in, on, under or about the Project caused by the acts, omissions or negligence of Owner and/or such Owners agents.

(l) Barbeque Grills. Barbeque grills may be used within the Project in compliance with all applicable laws, rules and regulations and with the rules and regulations promulgated by the Board of Directors from time to time.

(m) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property. 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.

7.5 Zoning Compliance. In addition to the restrictions contained in this Article, the use of any Unit must satisfy the requirements of the zoning ordinances of the 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 the municipality.

7.6 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.

7.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of private residential and business communities, 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.

7.8 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.

7.9 Remedies on Breach. In addition to the remedies granted by these Bylaws 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 Article, 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 Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

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

7.11 Assignment and Succession. Any of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity

or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the public records of the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Article 8. MORTGAGES

8.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (a "**Mortgagee**"), and the Association will maintain such information. The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

8.2 Insurance. Upon request of any Mortgage, 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.

8.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, a Mortgagee, upon written request to the Association, will be entitled to: (1) inspect the books and records relating to the Project upon reasonable notice; (2) receive a copy of the annual financial statement which is distributed to Owners; (3) 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 (4) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

8.4 Additional Notification. When notice is to be given to a Mortgagee, the Board shall also give such notice to any public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board has received a request for notice from any of those entities.

Article 9. LEASES

9.1 Notice of Lease. An Owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form.

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

9.3 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 of the Unit 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 both the Owner and the occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Article may be by summary proceeding. The Association may hold both the occupant 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.

9.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a 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.

Article 10. TRANSFER OF UNITS

10.1 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.

10.2 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.

Article 11. ARBITRATION

11.1 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 Owners and the Association may, upon the election and written consent of the parties to

the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

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

(a) Purchaser's Option. At the exclusive option of a Purchaser or 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 executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

11.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude that party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Article 12. OTHER PROVISIONS

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

12.2 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.

12.3 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.

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

12.5 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.

ATTENTION COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, ITS NUMBER MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATION ON SHEET 2.

ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

23 CENTER STREET

VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

DEVELOPERS:

RAYMOND & SUSAN EGGERT
3212 LORRIMAR LANE
SAUGATUCK, MI 49453

SURVEYOR / DOCUMENTS:

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

LEGAL:

THOMAS T. HUFF
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SHEET INDEX

1.) TITLE & DESCRIPTION SHEET
2.) SURVEY PLAN
3.) SITE & UTILITY PLAN
4.) BASEMENT FLOOR PLAN
5.) 1 ST FLOOR PLAN
6.) 2 ND FLOOR PLAN
7.) BUILDING SECTIONS A & B
8.) BUILDING SECTION C

PROPERTY DESCRIPTION:

SITUATED IN THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN. LOT 5 AND THE WEST 16.5 FEET OF LOT 6, DUDLEYVILLE PLAT, PART OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

EASEMENT TO THE PUBLIC FOR INGRESS & EGRESS:

A 10' WIDE EASEMENT TO THE PUBLIC FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH COMMENCES ON THE SOUTH LINE OF CENTER STREET AT THE MID POINT OF THE OPENING BETWEEN THE TWO EXISTING BRICK BUILDINGS ON THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING SOUTHERLY AND PARALLEL WITH SAID BUILDINGS ALONG THE CENTERLINE OF THE OPENING TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THE END OF THIS EASEMENT.

AS - BUILT
DATED - JUNE 6, 2008

TITLE & DESCRIPTION
23 CENTER STREET
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090
SHEET 1.

NORTH

0 20' 40'

GRAPHIC SCALE
SCALE: 1" = 20'

LEGEND

- ⊙ COORDINATE POINT
- PROPERTY LINE
- ● SET MAG NAIL IN ASPHALT / CONCRETE
- ○ CONCRETE MONUMENT
- P PLATTED
- R OF RECORD
- M MEASURED

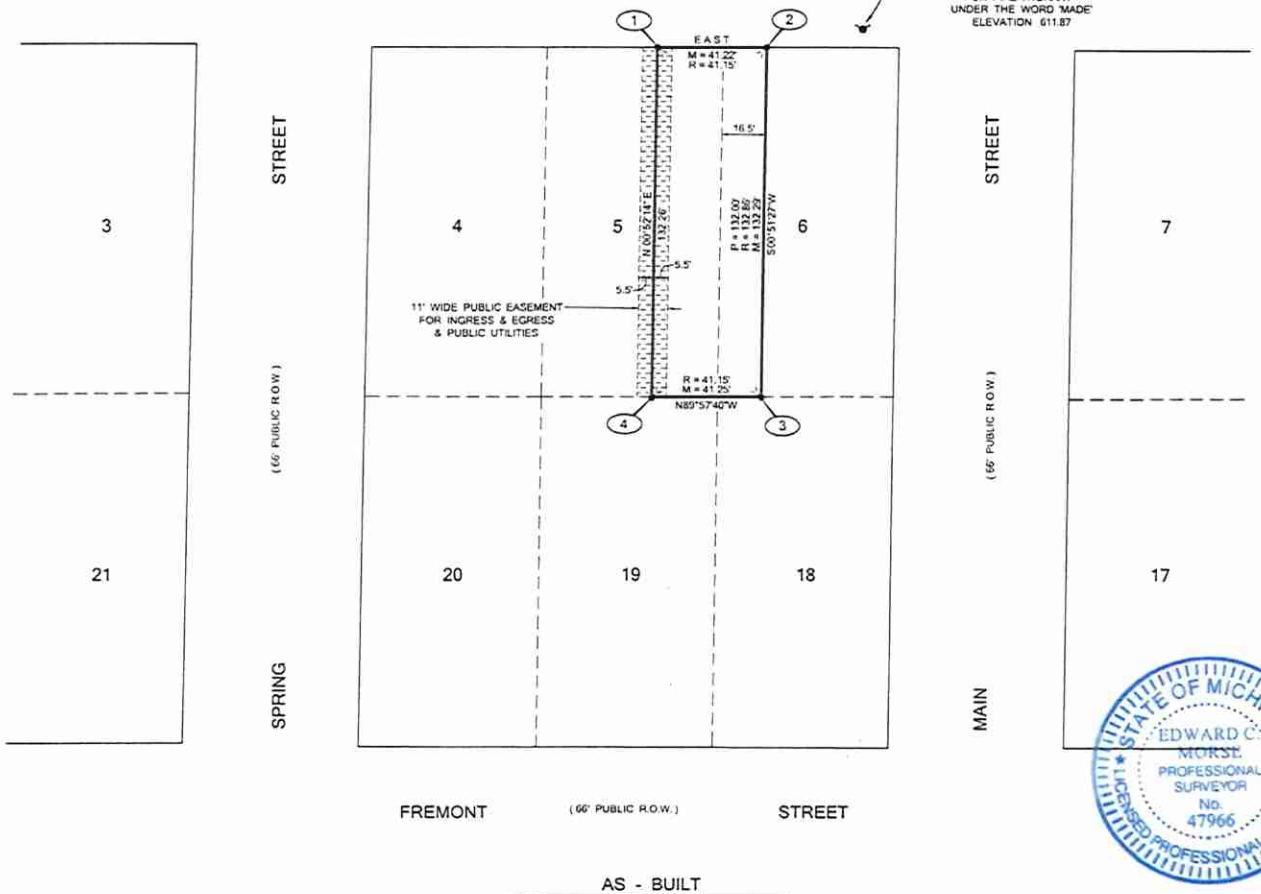
NOTES

1.) BEARINGS ARE REFERENCED TO ASSUMED "EAST" ON THE SOUTH LINE OF CENTER STREET.

2.) THE COORDINATE ORIGIN IS ASSUMED.

COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5417.500
2	4872.881	5458.720
3	4740.611	5456.740
4	4740.639	5415.491



VICINITY MAP

SURVEYOR'S CERTIFICATE:

I, EDWARD C. MORSE, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS "25 CENTER STREET", ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978.

Edward C. Morse JUNE 6 ,2008

EDWARD C. MORSE
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 47966
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

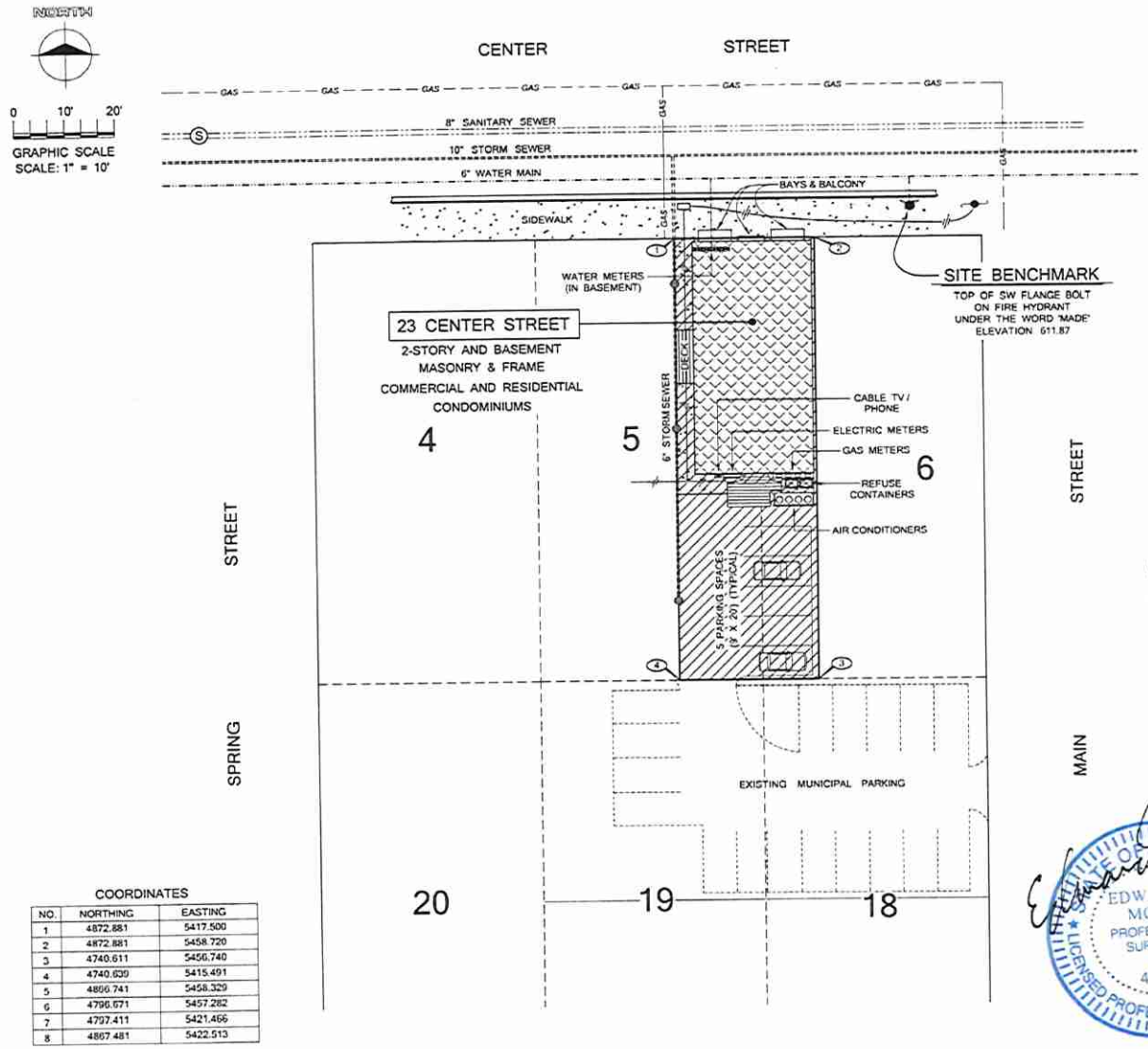
AS - BUILT
DATED - JUNE 6, 2008

SURVEY PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 2.



LEGEND

- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC
- PROPERTY BOUNDARY
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDINGS

UTILITY SOURCE

ELECTRIC	CONSUMERS POWER
WATER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
SANITARY SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
STORM SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
GAS	MICHIGAN GAS UTILITIES
TELEPHONE	VERIZON
CABLE TV	DIRECT TV

COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5417.500
2	4872.881	5458.720
3	4740.611	5456.740
4	4740.639	5415.491
5	4866.741	5458.329
6	4796.671	5457.282
7	4797.411	5421.466
8	4867.481	5422.513

NOTES

1.) THE COORDINATE ORIGIN IS ASSUMED.

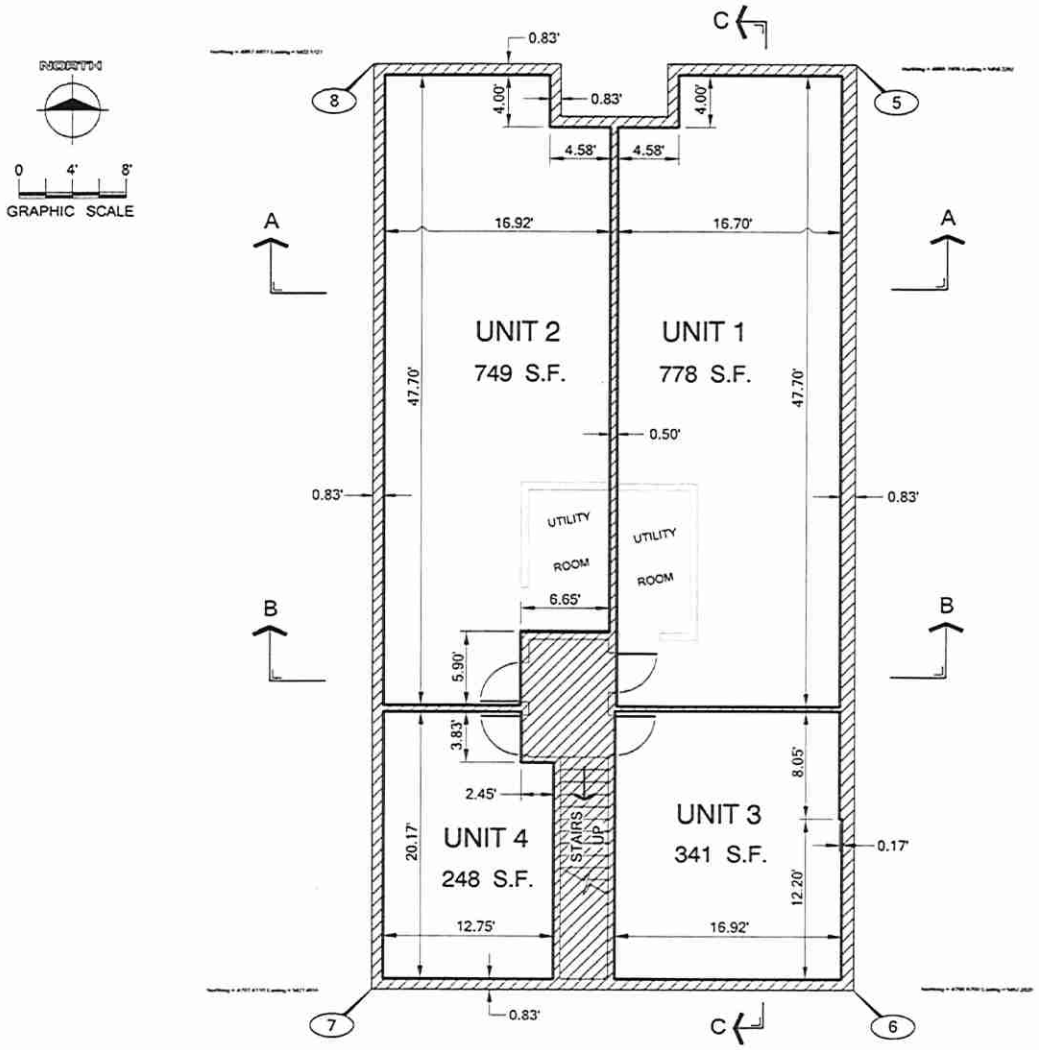
STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

SITE & UTILITY PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 3.



AS - BUILT
DATED - JUNE 6, 2008

LEGEND

(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

NOTE

SEE SHEET 3 FOR THE LIST OF COORDINATES.

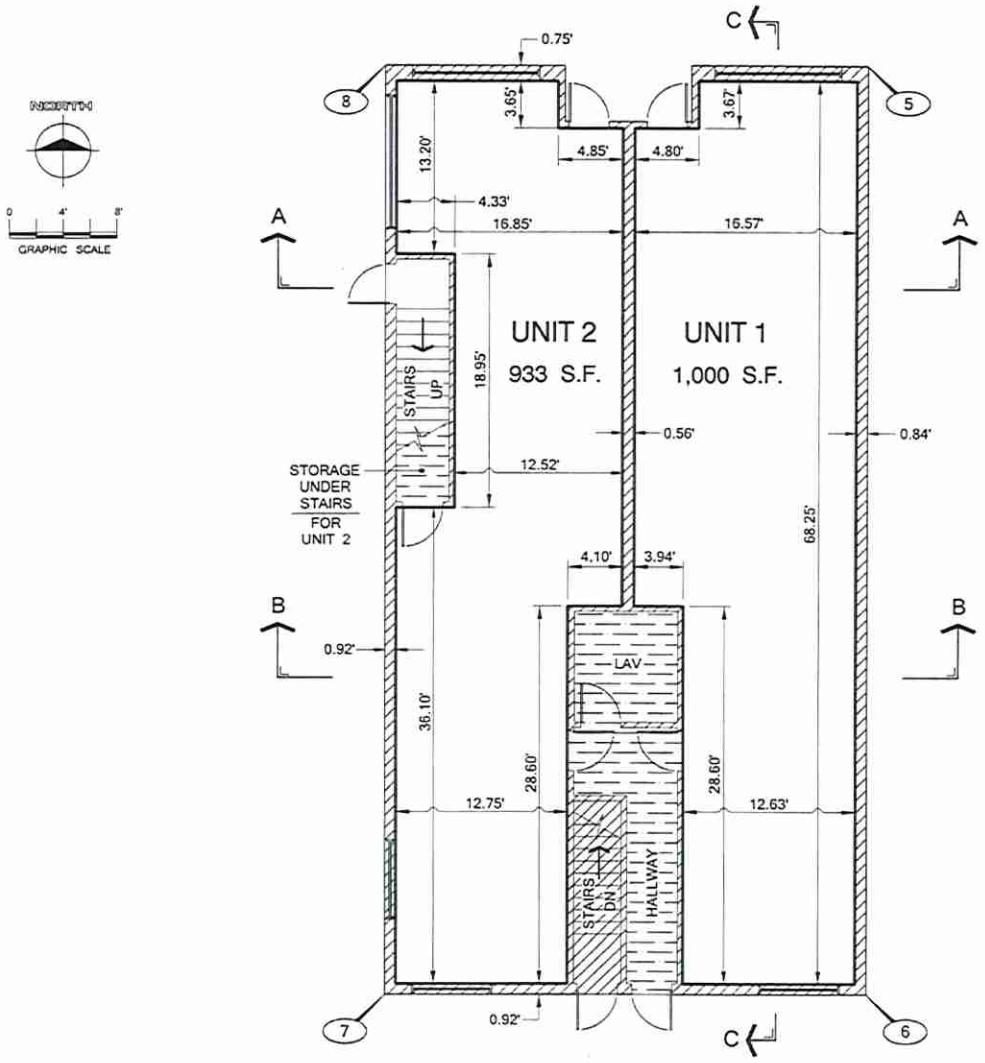
EDWARD C. MORSE PROFESSIONAL SURVEYOR NO. 47066 LICENSED PROFESSIONAL SURVEYOR STATE OF MICHIGAN

BASEMENT FLOOR PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 4.



LEGEND

(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

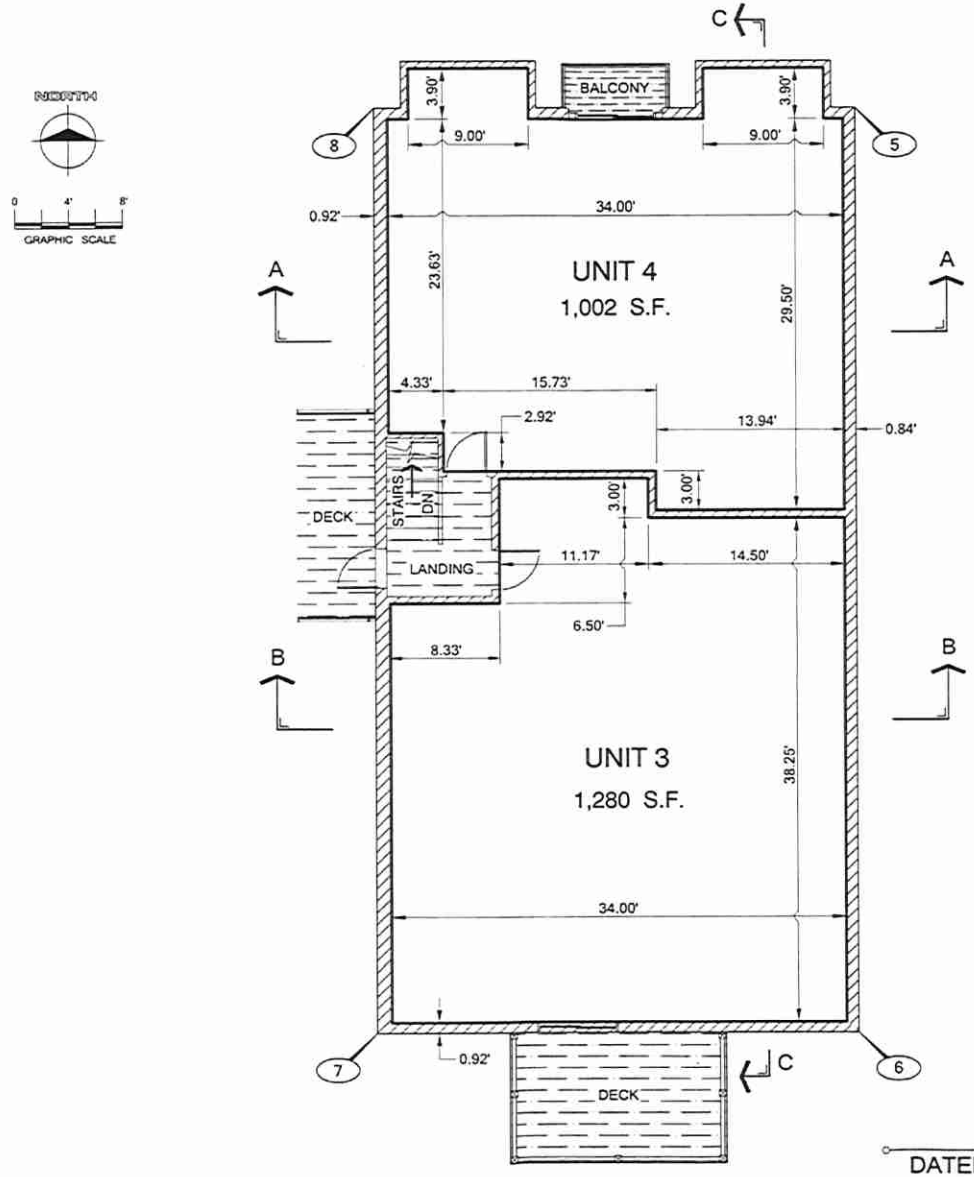
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
NO. 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

1ST FLOOR PLAN
23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 5.



NORTH

0 4' 8'

GRAPHIC SCALE

LEGEND

(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

EDWARD C. MORSE
PROFESSIONAL SURVEYOR
NO. 47966
STATE OF MICHIGAN
PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

2ND FLOOR PLAN
23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 6.

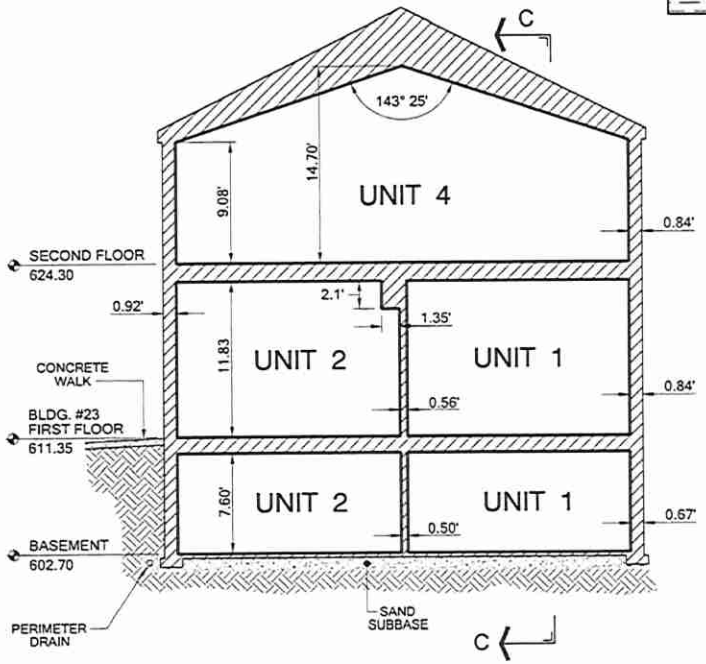
LEGEND

LIMITS OF OWNERSHIP

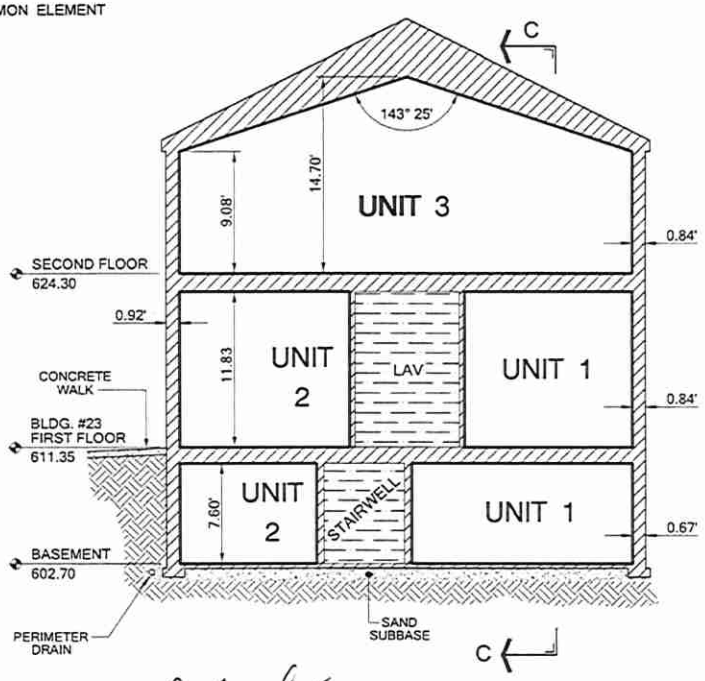
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

0 4' 8'
GRAPHIC SCALE



SECTION A
(LOOKING NORTH)



SECTION B
(LOOKING NORTH)

NOTES

1.) ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE SHOWN OR NOTED.

2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

BUILDING SECTIONS A & B

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 7.

NOTES

1.) ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE SHOWN OR NOTED.

2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

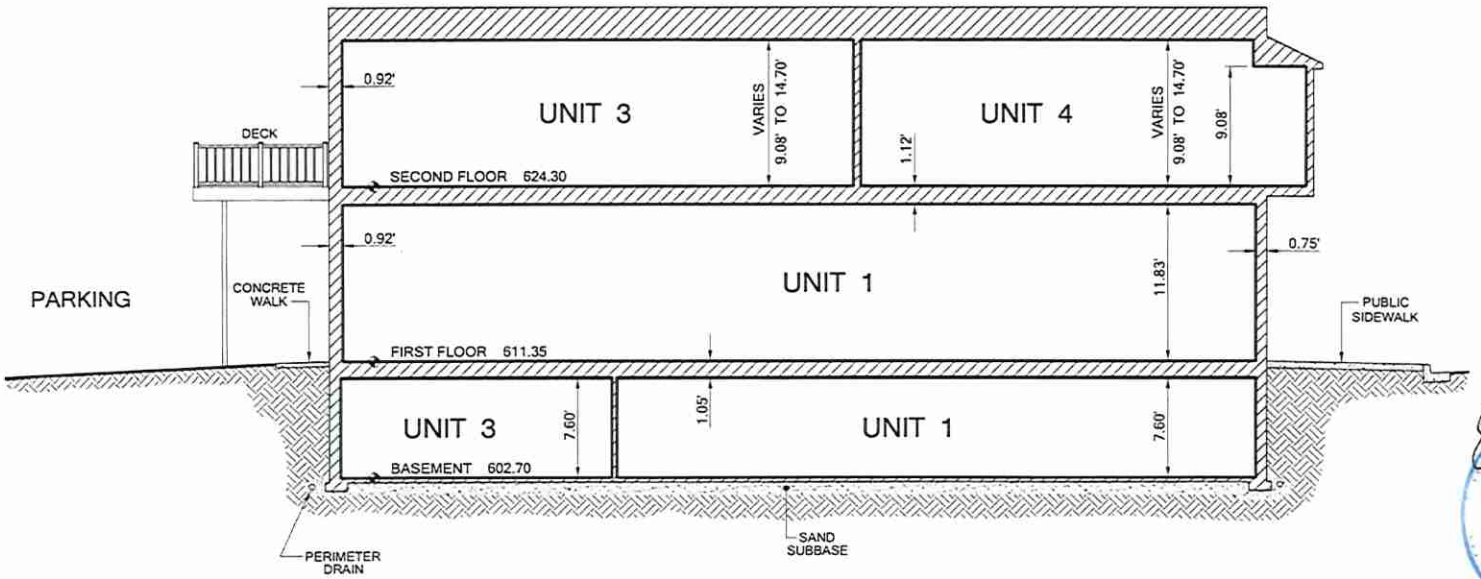
0 4' 8'
GRAPHIC SCALE

LEGEND

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT



EDWARD C. MORSE
PROFESSIONAL SURVEYOR
NO. 47066
PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

BUILDING SECTION C

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 8.

MEMO

TO: City of the Village of Douglas

FROM: Peregrine-Douglas LLC and Raymond Eggert

RE: Condominium Conversion Approval

DATE: November 2, 2020

This memorandum is delivered to the City of the Village of Douglas ("**Douglas**") in connection with an application for condominium approval pursuant to Section 16.24 of the Douglas Zoning Ordinance (the "**Ordinance**") governing condominiums. Peregrine-Douglas LLC ("**Peregrine**") owns real property upon which an existing building is situated located at 25 Center Street, Douglas, Michigan (the "**25 Center Property**"). The Raymond and Susan Eggert Family Trust (the "**Trust**") owns real property upon which an existing building is situated located at 23 Center Street, Douglas, Michigan (the "**23 Center Property**"), which is adjacent and connected by a deck to the 25 Center Property. As the 25 Center Property and 23 Center Property (together, the "**Properties**") are being converted into two integrated condominium projects, Peregrine and the Trust (together, the "**Developers**") are submitting this joint memorandum to accompany each application Peregrine and the Trust are submitting to Douglas.

By way of background, the Properties were formerly a parking lot site in downtown Douglas. Many years ago, Douglas reached out to the Developers to acquire the Properties and construct the buildings located on the Properties in an effort to start the urbanization of the downtown Douglas area. At the time the Developers developed the Properties, they did not know whether it would be best to create a condominium structure or to maintain ownership of the buildings and rent the spaces. Now, as the Developers are aging, the time is right to create condominiums at each of the Properties so that ownership may be transferred while maintaining the current mixed use of the Properties.

The Developers are proposing no changes to the existing structures and improvements located on the Properties. Douglas approved the structures and improvements at the time they were initially constructed, and no material changes to the Properties have occurred since that initial approval. The Developers have included with their applications the As-Built Condominium Subdivision Plans for each of the Properties.

Section 16.24(4)(b) contains requirements for the application for condominium approval. The items below will address those requirements:

(i) Article 24 of the Ordinance requires a written narrative addressing the following:

a. Approximately 100% of the Properties is allocated to buildings, parking lots and other impervious surfaces.

b. Each of the Properties contains a structure with four units. The main floors consist of commercial spaces. Two residential units are located on the second floor of each building, with one one-bedroom unit and one two-bedroom unit. The residential

units at the Properties are intended to serve residents of the Douglas community. The elevation of the buildings are shown on the applicable Subdivision Plan enclosed with the applications.

c. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will have no impact on public services, including schools, police and fire protection, utilities and traffic.

d. As the Properties have been fully constructed and in use for many years, there is no construction or development planned.

e. No approvals other than the Douglas approvals are pending at this time.

f. With its mixed use development, the Properties were constructed to assist in the urbanization of the community of Douglas. Developers expect that benefit to the Douglas community to continue with the conversion of the Properties to a condominium ownership structure.

g. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will not impact or cause noise, vibration, smoke, light glare or other potentially problematic conditions.

(ii) As the Properties have been fully constructed and in use for many years, the written approval of the design and location of the entrance to the condominium development from the Allegan County Road Commission is not required.

(iii) We have included with the applications a copy of the proposed Master Deed and Bylaws for each of the Properties, which include the use and occupancy and maintenance provisions for the general and common elements with respect to the Properties.

(iv) We have included a Subdivision Plan for each of the Properties showing the improvements, facilities, utilities and easements on the Properties.

(v) With respect to the overall objective in connection with converting the Properties to a condominium ownership structure, the Developers envision the Properties continuing to serve as key point serving the Douglas community, both from a residential and commercial perspective. The Developers are converting the Properties to a condominium ownership structure so that they may transfer ownership of the Properties while maintaining the current mixed use of the Properties.

(vi) The Properties are currently served by municipal water, sanitary sewer and storm sewer facilities.

(vii) There are no private streets located on the Properties.

(viii) The Master Deeds for each of the Properties include a provision incorporating an approved condominium development plan.

Application for Site Plan Review

CITY OF THE VILLAGE OF DOUGLAS, MICHIGAN
Phone: 269-857-1438 Fax: 269-857-4751
http://ci.douglas.mi.us

PROPERTY INFORMATION

Address or Location: 23 Center Street, Douglas, MI
Permanent Parcel #: 59-150-005-20
Zone District (Current): Commercial (Proposed): N/A
Property Size: 0.123 acres
Existing Use: Residential/Commercial Proposed Use: Residential/Commercial Condominium

Describe Proposed Project
See attached exhibit.

Estimated Project Cost $0.00

I Raymond Eggert, Trustee hereby state that all of the above statements and all of the accompanying information are true and correct.
(owner/contractor)

Raymond Eggert Trustee
Signature of Owner/General Contractor

11/2/20
Date

Email address: r.eggert@aol.com

Phone: 219-680-6038

Fee:
Site Plan Review $300

****

DO NOT WRITE IN THIS BOX

Date Received _____ Application Accepted By _____ Fee Paid $_____

Submitted Materials: _____ Plot Plan ____ Application ____ Legal Description ____ Narrative Description

For Office Use Only

REMARKS

_____

_____

_____

Plans sent to Saugatuck Fire District on: _____ N/A
Approved on: _____

Planning Commission Review on: _____ N/A
Minutes attached: _____

MDEQ Permit Required: Yes No N/A

Allegan County Health Dept. Permit Required: Yes No N/A

Faxed to KLWSA (269-857-1565) on: _____

Faxed to MTS (269-673-9583) on: _____

KLSWA APPROVAL

APPROVED FOR CONNECTION TO WATER/WASTEWATER SYSTEM
(Subject to appropriate connection fees and charges)

Street and Number _____

KALAMAZOO LAKE SEWER AND WATER AUTHORITY

APPROVED

Date: _____ By: _____

DENIED

Date: _____ By: _____

ZONING APPROVAL

APPROVED: _____

By:_____ Date: _____

Zoning Administrator

DENIED: _____

By: _____ Date: _____

Zoning Administrator

Required Site Plan Content (Article 24, City of Douglas Zoning Ordinance)

Applicants shall submit the following information to the office of the Zoning Administrator:

A completed site plan review application, a project description, the required application fee, one digital PDF copy and fourteen (14) folded copies of a site plan. All site plans shall include the information listed below and be based on the Development Standards listed in Article 24 of the Zoning Ordinance. Required submission not relevant to the particular site plan or development plan may be waived by the City.

1. Plans and map based on an accurate land survey and drawn to a minimum scale of 1"= 20' or as deemed appropriate by the zoning administrator.
2. Direction arrow, date of plan and revisions, scale (written and graphic)
3. Legal description, address, tax parcel number of the subject property, proof of ownership and all options/liens against the property.
4. Size in acres and square footage of the subject property including property lines and dimensions.
5. Location and dimensions of all existing and proposed structures (including refuse/recycling areas showing proposed enclosures and method of screening) on the subject property indicating building setbacks, zoning setbacks, building dimensions and finished floor grade elevations.
6. Elevation drawings of all building sides, indicating materials to be used and overall dimensions.
7. Location and dimensions of all existing and proposed drives, sidewalks, curb openings, curbing, parking areas, total number of parking spaces, loading and unloading areas, recreational areas and common use areas.
8. Location, pavement width, right-of-way width and centerline elevation of all existing and proposed abutting streets, alleys and easements.
9. Location, type, quantity and dimension of all existing and proposed landscaping and vegetation and the location, height and type of existing fences and walls.
10. Size and location of existing and proposed hydrants and utilities, including proposed connections to public sanitary sewer and water supply systems and private gas, electric locations.
11. Proposed grading plan per Section 16.20 showing direction of drainage flow. Sites that are one acre in size or smaller shall have one foot contour intervals, while larger sites may use two foot intervals. Must include location and size of all existing and proposed surface and subsurface storm water drainage facilities, including retention and detention ponds and any established flood plain areas, bodies of water, wetland areas, or other unbuildable areas if present on the site.
12. Location and intensity of existing and proposed exterior lighting, including areas to be illuminated, illumination levels (foot-candles), type and height of fixtures, and cut-off shielding provided.
13. Location, lighting, design and dimensions of proposed signage.
14. The City reserves the right to require other details pertaining to the development to determine compliance with the zoning ordinance and applicable City policies.

15. A written narrative shall be included as either General Notes on a site plan or as an attachment and shall include the following:
    a. Percentage of site allocated to buildings, parking lots and other impervious surfaces
    b. For residential developments, a summary of the number, type and density of dwelling units, number of bedrooms, the proposed market to be served, and proposed typical elevation views of each type of building
    c. Impact on public services to include schools, police and fire protection, utilities and traffic
    d. Expected schedule of construction and phases of development
    e. List of all State, Federal or other regulatory approvals to which the development may be subject, the status of any pending applications and the anticipated time frame for obtaining such approvals.
    f. Discussion of relationship to surrounding properties and uses regarding vehicular and pedestrian access and circulation, development density and orientation and the development's architectural and landscape character.
    g. Discussion of any impacts relation to such issues as noise, vibration, smoke, light, glare or other potentially problematic conditions associated with the proposed uses.
    h. Other information as may be requested by the Planning Commission which is reasonably necessary to evaluate the site plan. A request for independent professional studies including, but not limited to , traffic studies, environmental impact assessments, fiscal impact assessments, flood plan and wetland determinations and soil test borings may also be required by the Planning Commission. All costs incurred by the City to obtain such professional studies shall be fully paid by the applicant.

    * It shall be the applicant's responsibility to determine whether additional permits are necessary from the Allegan County Health Department, Drain Commissioner, Soils & Sedimentation Control and the Michigan Department of Environmental Quality.

See complete Zoning Ordinance for additional details and requirements.

ATTENTION COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, ITS NUMBER MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATION ON SHEET 2.

ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

23 CENTER STREET

VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

DEVELOPERS:

RAYMOND & SUSAN EGGERT
3212 LORRIMAR LANE
SAUGATUCK, MI 49453

SURVEYOR / DOCUMENTS:

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

LEGAL:

THOMAS T. HUFF
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SHEET INDEX

1.) TITLE & DESCRIPTION SHEET
2.) SURVEY PLAN
3.) SITE & UTILITY PLAN
4.) BASEMENT FLOOR PLAN
5.) 1 ST FLOOR PLAN
6.) 2 ND FLOOR PLAN
7.) BUILDING SECTIONS A & B
8.) BUILDING SECTION C

PROPERTY DESCRIPTION:

SITUATED IN THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.
LOT 5 AND THE WEST 16.5 FEET OF LOT 6, DUDLEYVILLE PLAT, PART OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

EASEMENT TO THE PUBLIC FOR INGRESS & EGRESS:

A 10' WIDE EASEMENT TO THE PUBLIC FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH COMMENCES ON THE SOUTH LINE OF CENTER STREET AT THE MID POINT OF THE OPENING BETWEEN THE TWO EXISTING BRICK BUILDINGS ON THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING SOUTHERLY AND PARALLEL WITH SAID BUILDINGS ALONG THE CENTERLINE OF THE OPENING TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THE END OF THIS EASEMENT.

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47[illegible]
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

TITLE & DESCRIPTION
23 CENTER STREET
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090
SHEET 1.

NORTH

0 20' 40'

GRAPHIC SCALE
SCALE: 1" = 20'

LEGEND

(1)	COORDINATE POINT
	PROPERTY LINE
•	SET MAG NAIL IN ASPHALT / CONCRETE
-	CONCRETE MONUMENT
P	PLATTED
R	OF RECORD
M	MEASURED

NOTES

1.) BEARINGS ARE REFERENCED TO ASSUMED "EAST" ON THE SOUTH LINE OF CENTER STREET.

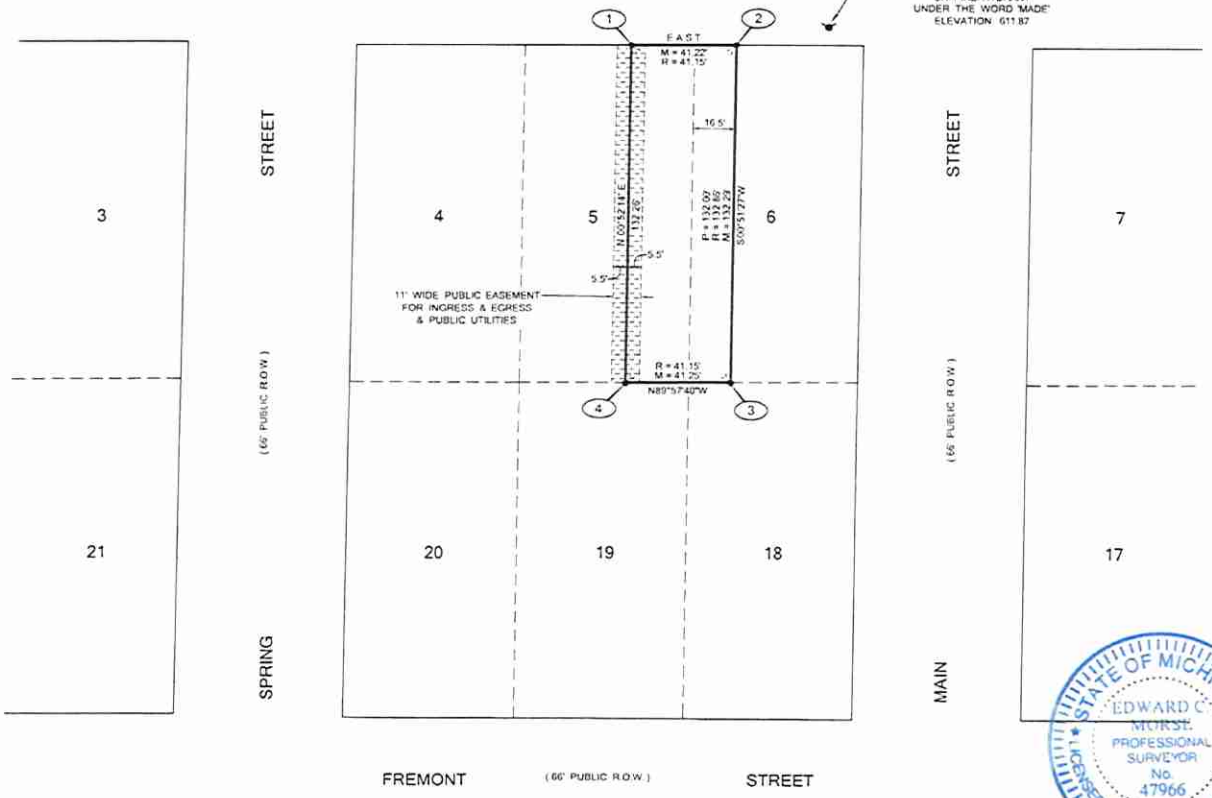
2.) THE COORDINATE ORIGIN IS ASSUMED

COORDINATES

NO	NORTHING	EASTING
1	4872.881	5417.500
2	4872.881	5458.720
3	4740.611	5456.740
4	4740.639	5415.491

CENTER (66' PUBLIC R.O.W.) STREET

SITE BENCHMARK
TOP OF SW FLANGE BOLT ON FIRE HYDRANT UNDER THE WORD "MADE" ELEVATION: 611.87



AS - BUILT
DATED - JUNE 6, 2008

25 CENTER STREET

VICINITY MAP

SURVEYOR'S CERTIFICATE

I, EDWARD C. MORSE, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY

THAT THE SUBDIVISION PLAN KNOWN AS "25 CENTER STREET", ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978

Edward C. Morse JUNE 6, 2008

EDWARD C. MORSE
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 47966
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

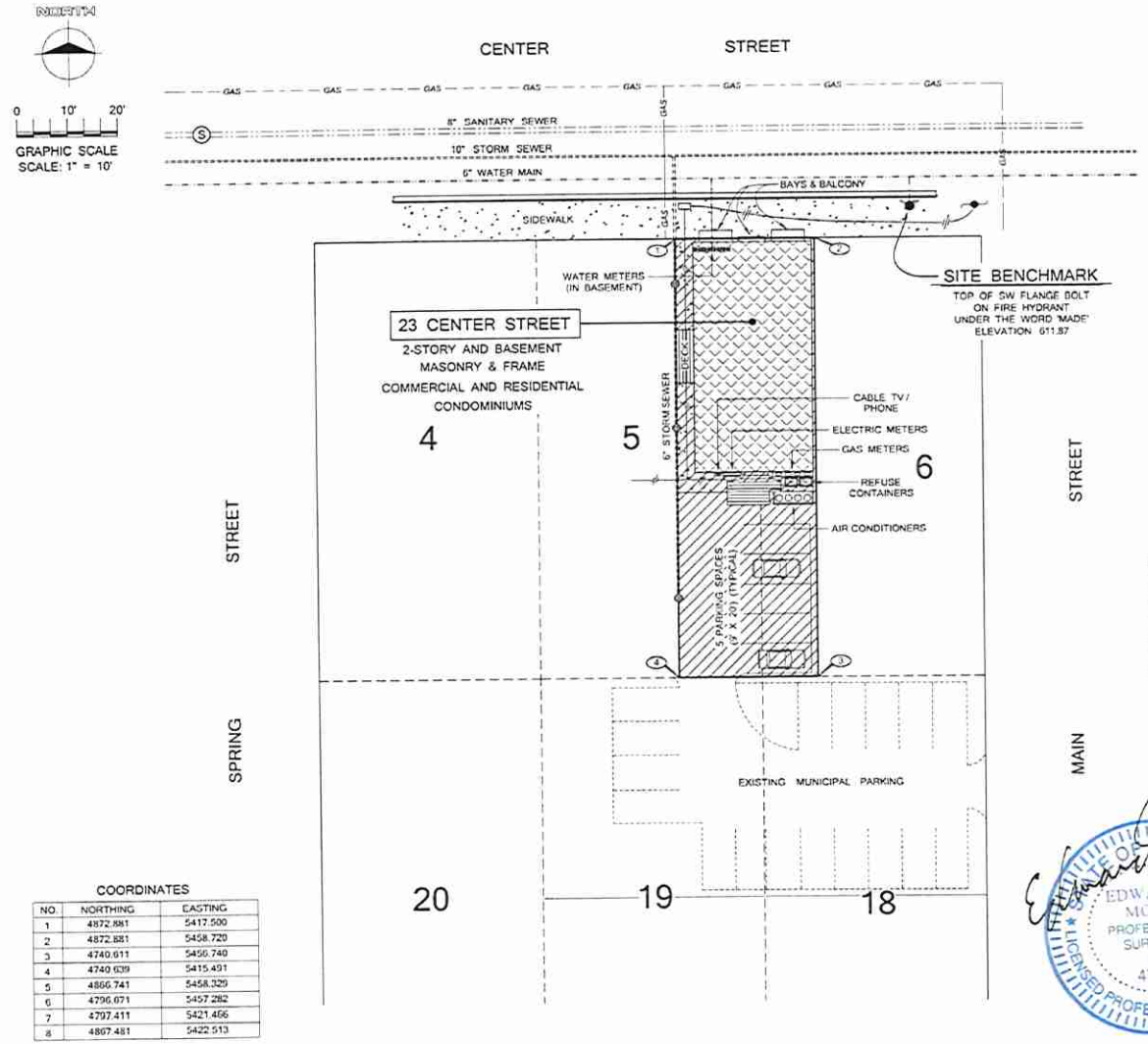
STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

SURVEY PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 2.



LEGEND

- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC
- PROPERTY BOUNDARY
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BUILDINGS

UTILITY SOURCE

ELECTRIC	CONSUMERS POWER
WATER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
SANITARY SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
STORM SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
GAS	MICHIGAN GAS UTILITIES
TELEPHONE	VERIZON
CABLE TV	DIRECT TV

COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5417.500
2	4872.881	5458.720
3	4740.611	5456.740
4	4740.639	5415.491
5	4866.741	5458.329
6	4796.071	5457.282
7	4797.411	5421.466
8	4867.481	5422.513

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

NOTES

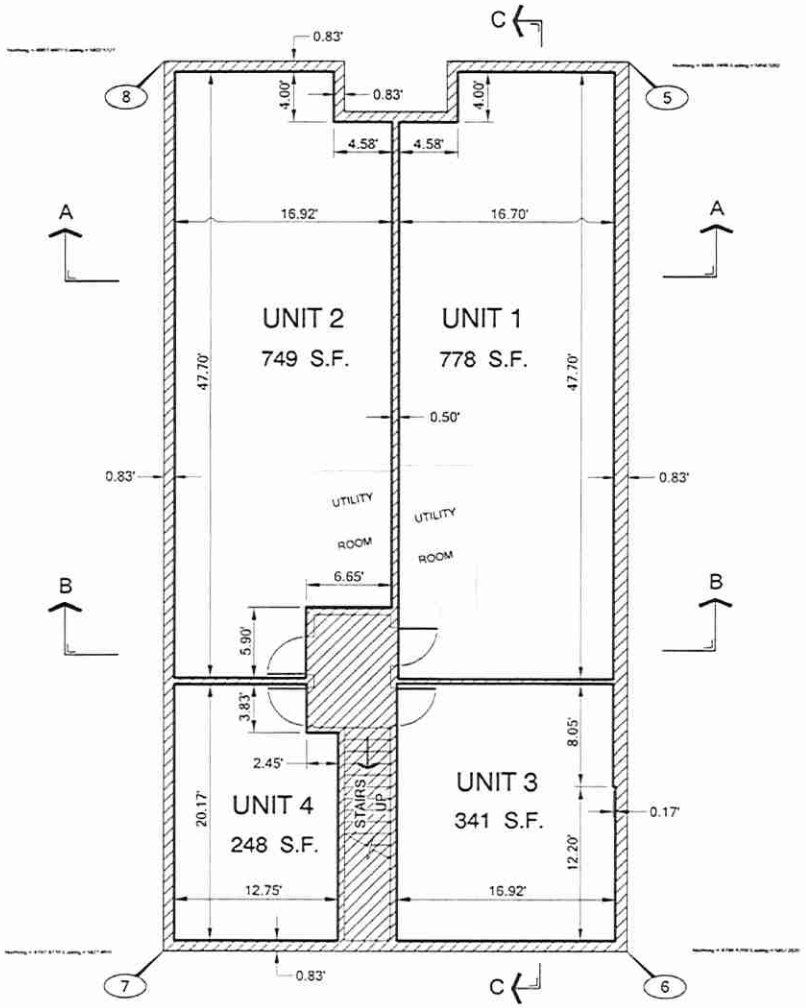
1.) THE COORDINATE ORIGIN IS ASSUMED.

SITE & UTILITY PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 3.



LEGEND

(2)	COORDINATE POINT
———	LIMITS OF OWNERSHIP
▨	GENERAL COMMON ELEMENT
▤	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

NOTE

SEE SHEET 3 FOR THE LIST OF COORDINATES.

EDWARD C. MORSE PROFESSIONAL SURVEYOR NO 47966 STATE OF MICHIGAN LICENSED PROFESSIONAL SURVEYOR

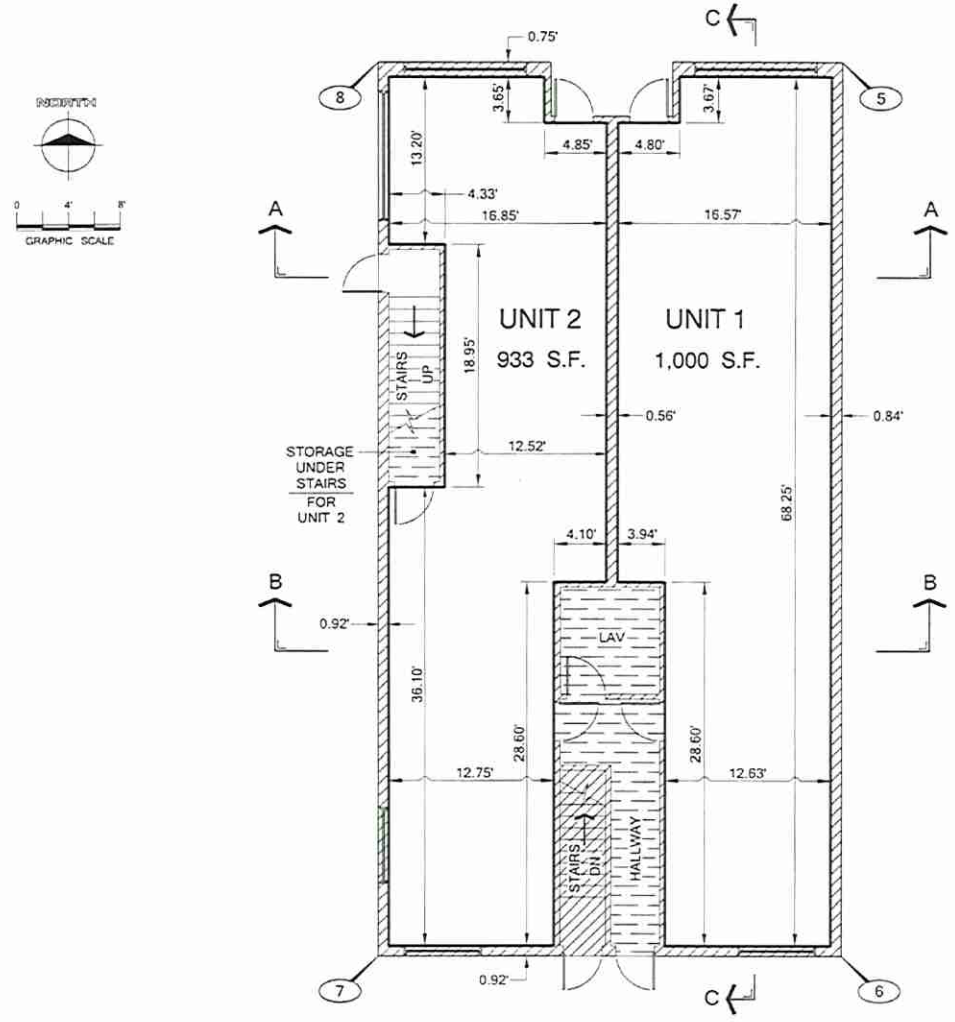
AS - BUILT
DATED - JUNE 6, 2008

BASEMENT FLOOR PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 4.



LEGEND

- (2) COORDINATE POINT
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- S.F. SQUARE FEET

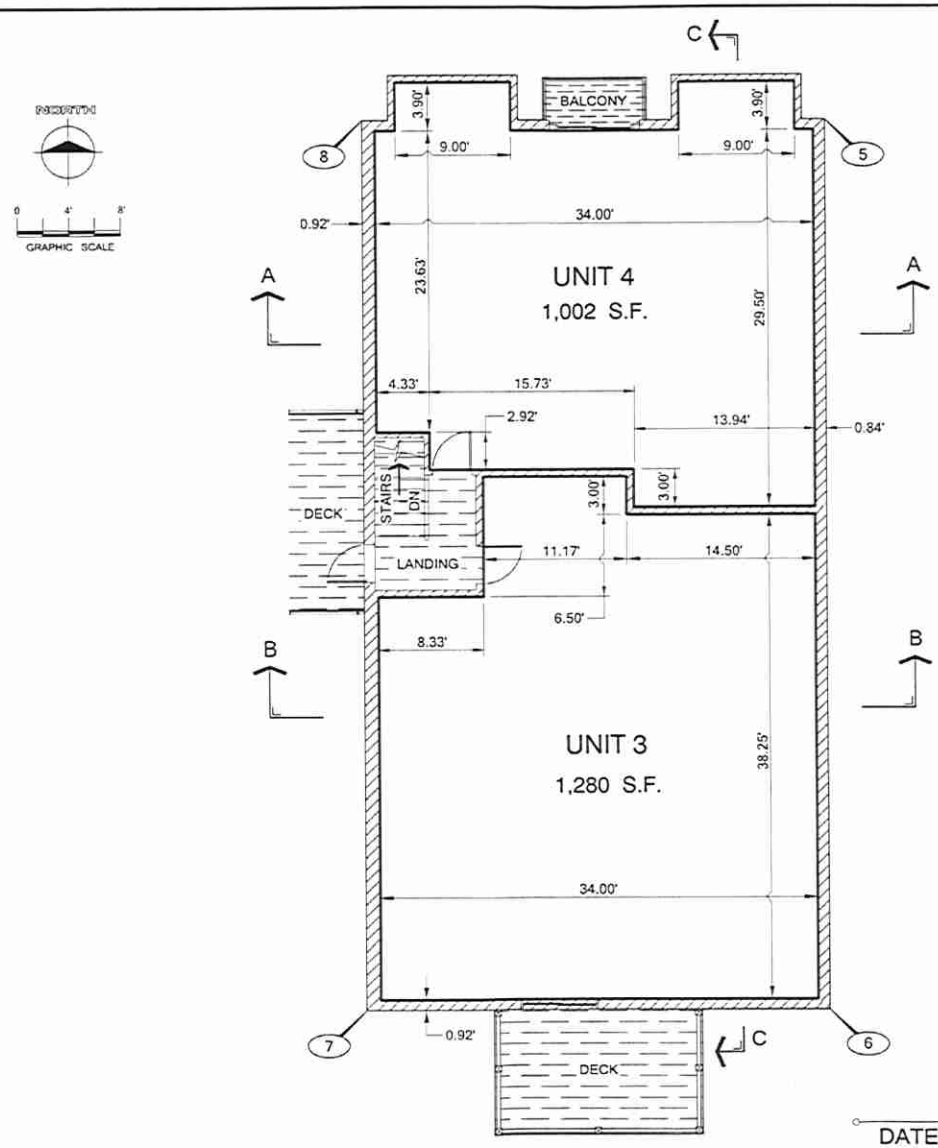
EDWARD C. MORSE PROFESSIONAL SURVEYOR No. 47966 REGISTERED PROFESSIONAL SURVEYOR STATE OF MICHIGAN

AS - BUILT
DATED - JUNE 6, 2008

1ST FLOOR PLAN
23 CENTER STREET

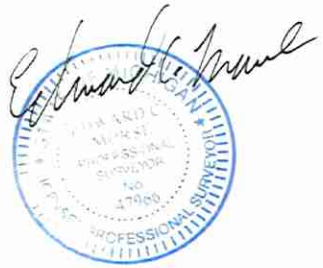
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 5.



LEGEND

(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET



AS - BUILT
DATED - JUNE 6, 2008

2ND FLOOR PLAN

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 6.

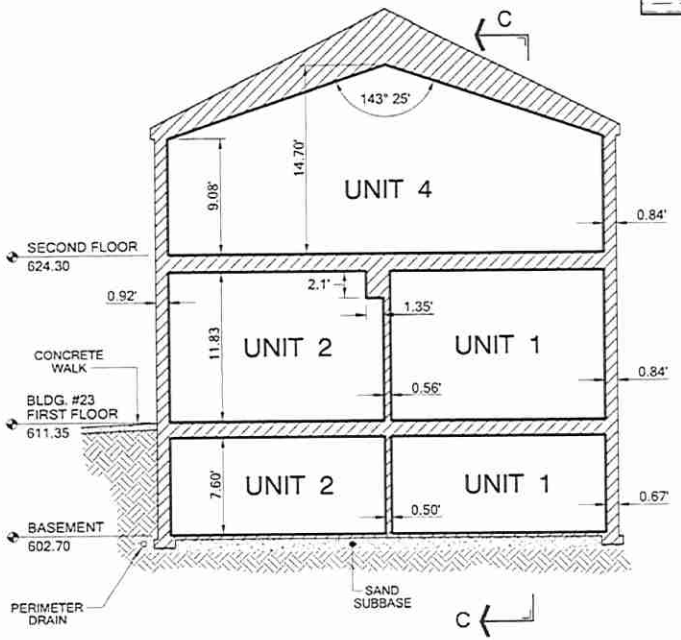
LEGEND

LIMITS OF OWNERSHIP

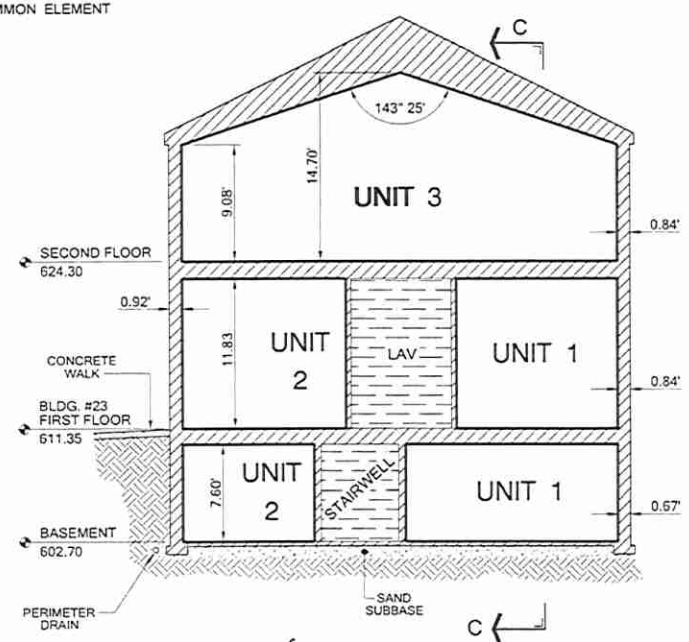
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

0 4' 8'
GRAPHIC SCALE



SECTION A
(LOOKING NORTH)



SECTION B
(LOOKING NORTH)

NOTES

1.) ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE SHOWN OR NOTED.

2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

AS - BUILT
DATED - JUNE 6, 2008

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

BUILDING SECTIONS A & B

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 7.

NOTES

1.) ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE SHOWN OR NOTED.

2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

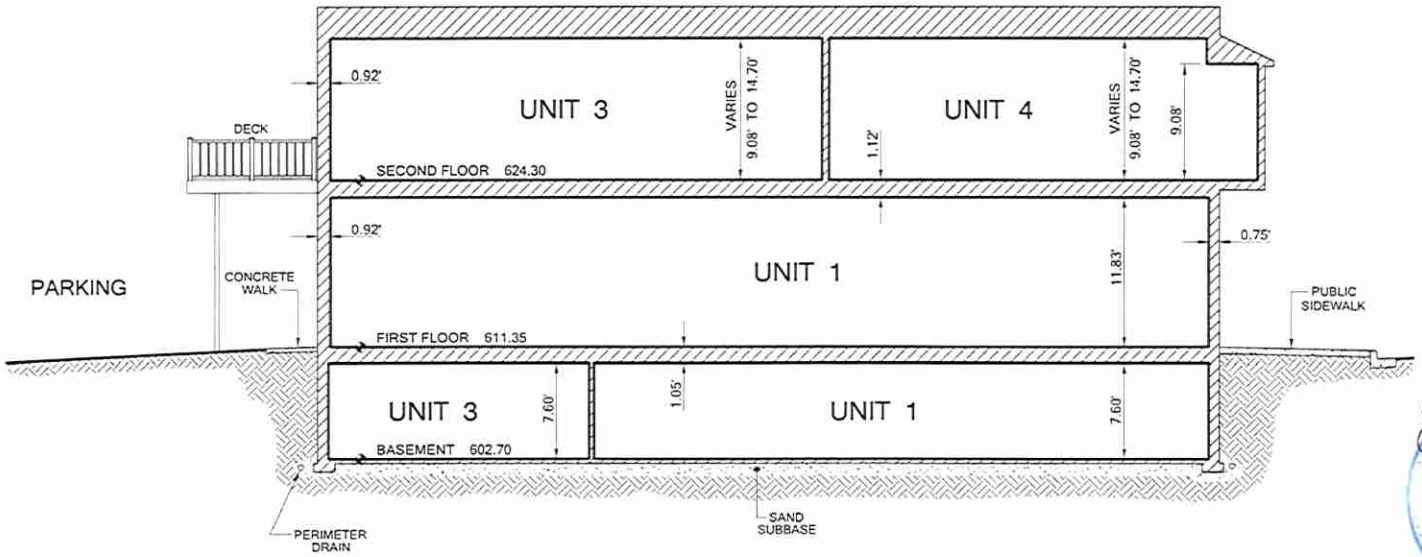
0 4' 8'
GRAPHIC SCALE

LEGEND

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT



AS - BUILT

DATED - JUNE 6, 2008

BUILDING SECTION C

23 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 8.

MEMO

TO: City of the Village of Douglas

FROM: Peregrine-Douglas LLC and Raymond Eggert

RE: Condominium Conversion Approval

DATE: November 2, 2020

This memorandum is delivered to the City of the Village of Douglas ("**Douglas**") in connection with an application for condominium approval pursuant to Section 16.24 of the Douglas Zoning Ordinance (the "**Ordinance**") governing condominiums. Peregrine-Douglas LLC ("**Peregrine**") owns real property upon which an existing building is situated located at 25 Center Street, Douglas, Michigan (the "**25 Center Property**"). The Raymond and Susan Eggert Family Trust (the "**Trust**") owns real property upon which an existing building is situated located at 23 Center Street, Douglas, Michigan (the "**23 Center Property**"), which is adjacent and connected by a deck to the 25 Center Property. As the 25 Center Property and 23 Center Property (together, the "**Properties**") are being converted into two integrated condominium projects, Peregrine and the Trust (together, the "**Developers**") are submitting this joint memorandum to accompany each application Peregrine and the Trust are submitting to Douglas.

By way of background, the Properties were formerly a parking lot site in downtown Douglas. Many years ago, Douglas reached out to the Developers to acquire the Properties and construct the buildings located on the Properties in an effort to start the urbanization of the downtown Douglas area. At the time the Developers developed the Properties, they did not know whether it would be best to create a condominium structure or to maintain ownership of the buildings and rent the spaces. Now, as the Developers are aging, the time is right to create condominiums at each of the Properties so that ownership may be transferred while maintaining the current mixed use of the Properties.

The Developers are proposing no changes to the existing structures and improvements located on the Properties. Douglas approved the structures and improvements at the time they were initially constructed, and no material changes to the Properties have occurred since that initial approval. The Developers have included with their applications the As-Built Condominium Subdivision Plans for each of the Properties.

Section 16.24(4)(b) contains requirements for the application for condominium approval. The items below will address those requirements:

(i) Article 24 of the Ordinance requires a written narrative addressing the following:

a. Approximately 100% of the Properties is allocated to buildings, parking lots and other impervious surfaces.

b. Each of the Properties contains a structure with four units. The main floors consist of commercial spaces. Two residential units are located on the second floor of each building, with one one-bedroom unit and one two-bedroom unit. The residential

units at the Properties are intended to serve residents of the Douglas community. The elevation of the buildings are shown on the applicable Subdivision Plan enclosed with the applications.

c. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will have no impact on public services, including schools, police and fire protection, utilities and traffic.

d. As the Properties have been fully constructed and in use for many years, there is no construction or development planned.

e. No approvals other than the Douglas approvals are pending at this time.

f. With its mixed use development, the Properties were constructed to assist in the urbanization of the community of Douglas. Developers expect that benefit to the Douglas community to continue with the conversion of the Properties to a condominium ownership structure.

g. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will not impact or cause noise, vibration, smoke, light glare or other potentially problematic conditions.

(ii) As the Properties have been fully constructed and in use for many years, the written approval of the design and location of the entrance to the condominium development from the Allegan County Road Commission is not required.

(iii) We have included with the applications a copy of the proposed Master Deed and Bylaws for each of the Properties, which include the use and occupancy and maintenance provisions for the general and common elements with respect to the Properties.

(iv) We have included a Subdivision Plan for each of the Properties showing the improvements, facilities, utilities and easements on the Properties.

(v) With respect to the overall objective in connection with converting the Properties to a condominium ownership structure, the Developers envision the Properties continuing to serve as key point serving the Douglas community, both from a residential and commercial perspective. The Developers are converting the Properties to a condominium ownership structure so that they may transfer ownership of the Properties while maintaining the current mixed use of the Properties.

(vi) The Properties are currently served by municipal water, sanitary sewer and storm sewer facilities.

(vii) There are no private streets located on the Properties.

(viii) The Master Deeds for each of the Properties include a provision incorporating an approved condominium development plan.

ZONING REVIEW APPLICATION

86 W. CENTER STREET, PO BOX 757, DOUGLAS MI 49406
Phone: 269.857.1438 Fax: 269.857.4751
www.ci.douglas.mi.us

A Zoning Permit is required for all changes to Uses, structures, and other Site Improvements. This includes all residential, commercial and industrial structures, and accessory buildings that require a Building Permit, as well as fences, temporary storage, and agricultural activities which are exempt from the Building Permit process. A survey and site plan is necessary to complete this application.

Submit complete applications to the City of Douglas prior to any site work or requesting permits with Michigan Township Services.

APPLICANT INFORMATION *(If different than owner)*

Name: Tom Huff, Authorized Agent of Peregrine-Douglas, L.L.C. Email: tthuff@peregrinetowers.com
Address: 336 S. Burdick Street, Kalamazoo, MI 49007
Phone #: (269) 808-0752 Fax #:

OWNER INFORMATION

Name: Peregrine-Douglas, L.L.C. Email: tthuff@peregrinetowers.com
Address: 336 S. Burdick Street, Kalamazoo, MI 49007
Phone #: (269) 808-0752 Fax #:

PROPERTY INF ORMATION

Address or Location: 25 Center Street, Douglas, MI 49406

Permanent Parcel #: 59-150-005-10
Zone District - Current: Commercial / C-1A Vill Ctr C Proposed (if Applicable): N/A
Property Size: 0.123 acres Special Use (if Applicable): N/A

TYPE OF PROJECT (check all that apply) Residential X and Commercial X

New Construction _____ Remodel _____ Accessory Structure_____ Addition_____

Boardwalk/Dock_____ Deck/Porch _____ Temporary Use/Structure_____ Other X

Describe Proposed Project (attach additional pages as necessary) See attached exhibit.

I hereby attest that the information on this application form is, to the best of my knowledge, true and accurate.

Tom Huff, Authorized Agent of Peregrine-Douglas, L.L.C. 10/30/20
Signature of Applicant and Owner (If different than applicant) *Date*

I hereby grant permission for members of the Douglas Planning Commission, Board of Appeals and/or City Council to enter the above described property (or as described in the attached) for the purpose of gathering information related to this application/request/proposal.

Tom Huff, Authorized Agent of Peregrine-Douglas, L.L.C. 10/30/20
Owner's Signature *Date*

ZONING REVIEW APPLICATION REQUIREMENTS

Y	N	N/A	
☐	☐	☐	**Survey** with dimensions, boundaries, rights-of-way, and easements.
☐	☐	☐	**Site Plan** (scaled) with tables of figures (dimensions, distance/area calculations) showing:
☐	☐	☐	Location, boundaries, shape of the lot, and adjacencies.
☐	☐	☐	Current Site Improvements (open space, parking, drives, structures, paths, decks, fences, pool, etc).
☐	☐	☐	Proposed Site Improvements and their proximity to existing improvements/features/boundaries.
☐	☐	☐	Current and proposed Site & Building Placement Standards compliance (Section 3.12)
☐	☐	☐	**Description** of proposed Use (Section 3.11) and/or Improvement (One-Family Dwelling, fence, etc.)
☐	☐	☐	**Landscape Plan(s)** detailing all existing conditions and proposed changes to natural features (woodlots, flood plains, watersheds, wetlands, surface water, drains, critical dunes, etc).
☐	☐	☐	**Grading/Storm Water Plan(s)** with contour lines, direction of flow, and table of figures.

For Internal Use Only

REMARKS_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY OF DOUGLAS ZONING REVIEW

APPROVED:_____ / **DENIED:**_____ By:_____ Date: _____
Planning & Zoning Administrator

KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW

CONNECTION TO WATER / WASTEWATER SYSTEM

SITE ADDRESS:_____

Submitted By:_____ To:_____ Date: _____
City Staff (Initials) & Delivery Method KLSWA Representative

Existing Utility Access: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Utility Connection Permit Application: Water ☐ Wastewater ☐ Verified By:_____ Date: _____

Total Fees Paid:_____ Notes:_____ Verified By:_____ Date: _____

MASTER DEED
OF
25 CENTER STREET

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

Allegan County Condominium Subdivision Plan No. _____ containing:

(1) Master Deed establishing 25 Center Street;

(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 NW, Suite 1700
Grand Rapids, Michigan 49504

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Schedule 1 – Legal Description of the 25 Center Street condominium project
Exhibit A – Condominium Bylaws of 25 Center Street
Exhibit B – Condominium Subdivision Plan for 25 Center Street
Exhibit C – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

MASTER DEED
of
25 CENTER STREET

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

This Master Deed is given on the ____ day of _____, 2020, by **PEREGRINE-DOUGLAS, L.L.C.**, a Michigan limited liability company, of 336 S. Burdick Street, Kalamazoo, Michigan 49007 (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 by conversion of a Project to be known as 25 Center Street (the "**Project**"), in the City of the Village of Douglas, Allegan County, Michigan on a parcel of land as described 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 described on Exhibit B (the "**Property**"), together with the improvements located and to be located on such 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 utilized, 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 such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Protect Description. The Project is a mixed use business and residential condominium. The 4 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. Each of the Units is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project.

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.

1.5 Incorporation of Approved Provisions. All provisions of a condominium development plan approved by the City of the Village of Douglas are hereby incorporated into 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 attached Schedule 1.

2.2 Beneficial Easements. Easements are hereby created and conveyed to and for the benefit of the Condominium and the Units located in the Condominium for ingress, egress, utility and other uses as described and/or shown on Exhibit B and in Section 8. Certain Common Elements of the Condominium, including the second story deck connecting the Condominium and 23 Center Street, and the parking lot and parking spaces as depicted on Exhibit B (the "**Parking Lot**"), are shared with owners of units in 23 Center Street, a condominium project established by the recording of the Master Deed of 23 Center Street in the Allegan County Records.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms are 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 Condominium such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the 25 Center Street Condominium 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 Condominiums, 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 25 Center Street Condominium 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) Business Unit. "Business Units" means Units 1 and 2 of the Project;

(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 Articles and Bylaws of the Association, the Rules and Regulations adopted by the board of directors 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 described in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property;

(j) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures 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 Peregrine-Douglas, L.L.C., a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, its successors and assigns. Successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents;

(m) **Development and Sales Period.** "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project;

(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 such 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 who is not in default under the contract;

(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 25 Center Street, a mixed use business and residential condominium development established under the provisions of the Act;

(t) **Residential Unit.** "Residential Unit" means Units 3 and 4 of the project;

(u) **Subdivision Plan.** "Subdivision Plan" means Exhibit B to this Master Deed;

(v) **Transitional Control Date.** "Transitional Control Date" means the date on which a board of directors 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; and

(w) **23 Center Street.** "23 Center Street" means the condominium project immediately east of the Project which shares the parking lot and the second story connecting deck between 23 Center Street and 25 Center Street with the Condominium.

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

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property described in Section 2 of this Master Deed, and the easement interests as described in this Master Deed and otherwise benefiting the Condominium for ingress, egress and utility installation and other purposes, over, across and through adjoining properties whether now existing or granted to the Condominium at a later date;

(b) **Parking Lot.** The Parking Lot and parking spaces (which spaces shall be assigned by first the Developer and later the Association to Unit Owners, and whose

maintenance costs and responsibilities share be shared with the owners of units in 23 Center Street) and the Condominium fixtures and improvements, refuse containers, air conditioning units and utility connections and meters located in the Parking Lot;

(c) **Exterior Improvements**. The common walkways, lawns, yards, trees, shrubs, and other improvements;

(d) **Electrical.** The exterior lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(e) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) **Heating and Air-Conditioning.** The heating and/or air-conditioning conduits and ducts throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors and ceilings;

(g) **Water.** The water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(h) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(i) **Storm Drainage.** The storm drainage and/or water retention system throughout the Project;

(j) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(k) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(l) **Building Elements.** The foundation, roof, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, entrances and exits of the Project;

(m) **Stairs and Basement Hallway.** The stairs and hallway providing access to the basement level of the Project and access to the portions of each Unit located in the basement as shown on Exhibit B;

(n) Other Building Spaces. Any structures and spaces located between the ceilings of units 3 and 4 and the roof, and any other building areas not otherwise designated as a Common Element in Sections 4.1 or 4.2 or on Exhibit B;

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

(p) 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; and

(q) Ownership of Utility and Telecommunications Systems. Some or all of the 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. Appurtenant to each Unit are the pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that Unit alone;

(b) North Balcony, South Deck and Exterior Hardware. The second floor balcony on the north side of Unit 4 and exclusively serving Unit 4 is appurtenant to Unit 4, the second floor deck on the south side of Unit 3 exclusively serving Unit 3, is appurtenant to Unit 3, and the exterior hardware of each Unit is appurtenant to that Unit;

(c) Residential Units Second Floor Deck. The deck on the second floor lying between Units 3 and 4 of the Project and the adjacent condominium project, 23 Center Street, is appurtenant to and limited to the use of Units 3 and 4;

(d) Landing and Stairs. The landing and stairs providing access to the second floor are appurtenant to and limited to the use of Units 3 and 4;

(e) Rest Room. The rest room located on the first floor of the Project is appurtenant to and limited to the use of Units 1 and 2;

(f) Delivery Boxes. The mail and/or newspaper box located on a Unit or permitted by the Association on the General Common Elements to serve the Unit is appurtenant to that Unit;

(g) **Heating and Cooling Appliances.** The fireplace, combustion chamber and flue, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving a Unit exclusively are each appurtenant to that Unit;

(h) **Windows, Sliders, Doors and Screens.** The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall are appurtenant to the Unit in which they are located;

(i) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, ceilings and floors located within a Condominium Unit are appurtenant to the Unit in which they are located;

(j) **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

(k) **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 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 follows:

(a) **Limited Common Elements.**

(1) Each Owner shall be individually responsible for the cleaning, maintenance, repair and replacement of all Limited Common Elements which are appurtenant solely to the Owner's Unit,

(2) Where a Limited Common Element is appurtenant to more than one unit, the owners of the appurtenant units shall share equally in the responsibility and costs for the cleaning, maintenance, repair and replacement of the Limited Common Element unless some other division of responsibility is designated in this Master Deed, except for the following: the landing and stairs giving access to the second floor units, the second floor balcony and the decks as described in Sections 4.2 (b), (c) and (d); and

(3) The Association shall be responsible for the cleaning, maintenance, repair and replacement of the landing and stairs providing access to the second floor as described in Section 4.2(d), and for the maintenance, repair and replacement of the balcony and decks described in Sections 4.2(b) and (c); the expenses of which shall be assessed (i) equally to Units 3 and 4 for the Limited

Common Elements identified in Sections 4.2(c) and (d) and (ii) to Unit 3 for the deck and Unit 4 for the balcony described in Section 4.2(b).

(b) Unit Improvements. If any Unit Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior, or the Common Elements appurtenant to the Unit, 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 that Unit or Units;

(c) Association Oversight. The appearance of the exterior Limited Common Elements shall at all times be subject to the approval of the Association. Except as provided in Section 4.3(c)(2) below, if the cleaning, decoration, maintenance and repair of the Limited Common Elements by the responsible Owner does not conform to reasonable aesthetic, cleanliness and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Limited Common Elements up to required standards and to charge all costs incurred to the Owner responsible for cleaning, repair and maintenance;

(d) Parking Lot. The cost of cleaning, maintenance, repair and replacement of the Parking Lot and parking spaces, shall be borne equally between the Condominium and 23 Center Street, and, as for the Condominium's share, shall be an expense of the Association and be assessed to all Units equally; and

(e) Other Common Elements. The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of an Owner or an Owner's agent, employee, invitee, family member or pet.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association (the "**Board**" or "**Board of Directors**") by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and sign and deliver 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 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 such powers.

4.6 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. DESCRIPTION, VALUE AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium 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 contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the public records of Allegan County, Michigan.

5.3 Unit Modification. The number, size, style 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, mortgagee or other interested person, so long as such 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 and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units and other persons interested or to become interested 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. NONEXPANDABILITY OF CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Section 7. NONCONTRACTION OF CONDOMINIUM

The Condominium is not a contractible project under the Act.

Section 8. EASEMENTS

8.1 Easements for Support, Maintenance and Repair. Every portion of a Condominium Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. 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 is permitted to and elects to assume responsibility, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) 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 building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. Until the initial sale of all Units that may be created under the provisions of this Master Deed or of any other project developed by the Developer or its successors on the Property has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend the Parking Lot, all drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or Common Element; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the Property as described in Section 2.

8.3 Public Pedestrian Easement. The Property is burdened by a public pedestrian easement along the east side of the Condominium as shown on Exhibit B. To the extent of any costs to maintain and clean the easement, they shall be shared with the adjacent condominium project, 23 Center Street, and treated as an expense of administration of the Association.

8.4 Parking Lot.

(a) The Condominium has a parking lot at its south end as shown on Exhibit B containing 5 spaces. In the Parking Lot immediately adjacent to the building in the Condominium are other improvements and structures including utility meters and connections, air conditioning units, and refuse containers. In addition, the Condominium has 5 parking spaces immediately to the south of those improvements and structures. The adjacent condominium to the east, 23 Center Street, has a similar layout with improvements and structures adjacent to its building and 5 parking spaces south of that building. This Condominium is burdened by: (1) an easement in favor of 23 Center Street for motor vehicle use for: (i) all of the driveway areas in the Parking Lot, and (ii) the entrance and exit to the Parking Lot from the existing municipal parking immediately to the south and, (2) the public walkway easement lying on the east side of the Condominium which extends through the Parking Lot to the existing municipal parking, all as shown on Exhibit B.

(b) The Condominium is benefited by a reciprocal easement from 23 Center Street over all of the driveway areas of the its adjacent parking lot as it exists on 23 Center Street, which easement is to allow for the entrance and exit of the motor vehicles of both condominiums, turning radius for entering and leaving Condominium parking spaces, and for access for trucks and other delivery vehicles for delivery to the Condominium.

Section 9. AMENDMENT AND TERMINATION

9.1 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 such amendment or termination shall be recorded in the public records of Allegan County, Michigan.

9.2 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 or change 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 mortgage market. A mortgagee's rights are deemed to not be materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

(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; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Owner. 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) **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.

9.3 **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 their signing of a

Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the public records of Allegan County, Michigan.

(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 assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(d) **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.

Section 10. 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 public records of the office of the Allegan County Register of Deeds.

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the day and year which appear on page one.

PEREGRINE-DOUGLAS, L.L.C.

By:_____
Natalie T. Valentine
Its: Manager

STATE OF MICHIGAN)
)
COUNTY OF _____)

This document was acknowledged before me the _____ day of _____, 2020, by Natalie T. Valentine, the Manager of Peregrine-Douglas, L.L.C., a Michigan limited liability company, on behalf of the company.

_____
*
Notary Public, _____County, MI
My commission expires: _____

SCHEDULE 1
TO
MASTER DEED
OF
25 CENTER STREET

Legal Description

The West 41.25 feet of Lot 5, Dudleyville Plat, Village of Douglas (now the City of the Village of Douglas), County of Allegan, State of Michigan, according to the recorded plat thereof.

EXHIBIT A

CONDOMINIUM BYLAWS

25 CENTER STREET

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EXHIBIT A

CONDOMINIUM BYLAWS

25 CENTER STREET

Article 1. ASSOCIATION OF OWNERS

1.1 Organization. 25 Center Street, is a mixed use business and residential condominium project located in the City of the Village of Douglas, Allegan County, Michigan being developed in a single phase so as to comprise a total of 4 Units. 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 non-profit 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 Act No. 59, P.A. 1978, as amended, 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 Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Article 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 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 value, 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.

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.

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.

Article 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 in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% of the total number of Units in the Project; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 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 of Directors. 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 in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer 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 of Directors and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units in the Project, and before conveyance of 90% of such Units, the non-developer 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 in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units 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 non-developer Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer 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 in number and in value 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.

Article 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 the Association 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 of Directors 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 thereafter 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 by way of example, 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, consistent 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 the 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 of Directors 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 and Repair. The responsibility for maintenance and repair of Units and Common Elements is as follows:

(a) All maintenance of and repair to a Unit (other than maintenance and repair of General Common Elements located within a Unit) and to a Limited Common Element which is the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Any Owner who desires to make structural

modifications to a Unit or Limited Common Element must first obtain the written consent of the Association and shall be responsible for all damages to the Common Elements resulting from such repairs.

(b) All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the 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 Owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements 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 Article 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 shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the 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% 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.

Article 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 any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the 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 Owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

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 the 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 of 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 by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed. The purchaser or grantee shall not be liable for, and the Unit sold or conveyed shall not be subject to a lien for any unpaid assessments in excess of, the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 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 of the Condominium Documents, 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 attorney fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

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

(a) **Pre-Turnover Expenses.** Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer, unless the Units are occupied.

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

Article 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 of Directors 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 improvements within the Owner's Unit, 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 or operating expenses in the event of fire or other casualty causing temporary loss of the Owner's Unit. All insurance carried by the Association or any Owner shall contain provisions waiving 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 fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board. 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,

trustees and employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board is irrevocably appointed as the agent for each 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 reasonable attorney 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.

(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. The following provisions will control, if any part of the Condominium Property is damaged or destroyed:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt promptly unless 80% 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 affected General Common Element is the common roadway providing the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% 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 applicable Unit or Units alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the 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 Association.

(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, assessments shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair.

(e) **Withdrawal from the Condominium.** If a decision to reconstruct is not made in the manner provided by subparagraphs (a) and (b) of Section 6.3, provision for the withdrawal of the damaged property from the Project and the provisions of the Act may be made by the affirmative vote of not fewer than eighty percent (80%) of the Owners voting at a meeting called for the specific purpose. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, or within ninety (90) days after the casualty happens, whichever first occurs. If any Unit or portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units not withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board.

(f) **Allocation of Proceeds.** In the event of the withdrawal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions of them; (2) any insurance proceeds allocated to

withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units saved by such Limited Common Elements; and (3) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon the withdrawal of any Unit or portion of a Unit, the Owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

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

(a) Units. In the event of the taking of all or any portion of a Unit, the award for such taking shall be paid to the Owner of the Unit and any mortgagee of the Unit, 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 eighty percent (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. If any Unit shall have been taken, Article 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining 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 publicly recorded mortgage lien on any of the Units in the Condominium.

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

Article 7. USE AND OCCUPANCY RESTRICTIONS

7.1 Residential Units. Residential Units shall be used exclusively for residential occupancy, and no Residential Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within a Residential Unit and participated in solely by members of the immediate family residing in the Residential Unit, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Residential Unit or neighborhood, are permitted as incidental to primary residential use.

7.2 Business Units. Except as provided in this Section, Business Units shall be used exclusively for business purposes. "Business purposes" means use for office, retail sales and service, and/or restaurant uses. The Developer may also permit the use of all or any portion of any Business Unit to be used for single-family residential purposes.

7.3 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, storage facilities or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any 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.

7.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 7.1 and 7.2, 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 or structural elements of the Unit without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the Project. Any Owner may make non-structural alterations, additions, or improvements within the Owner's Unit without the prior approval of the Board, but the Owner shall be responsible for any damage to other Units, the Common Elements, or the Property, resulting from such alterations, additions or improvements.

(b) **Rental of Portion of Unit.** No portion of a Unit may be rented and no transient tenants may be accommodated in any Unit; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential or business purposes in the manner permitted by these Bylaws.

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

(d) **Prohibited Uses.** 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.

(e) **Signs.** No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a Unit for sale, which is not larger than 4 square feet in size), shall be displayed 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 Unit. 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 appurtenant to a Unit; provided, that no such furniture or other personal property shall be stored during the winter season 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.

(1) No animals of any kind may be kept or maintained in any Unit (other than a seeing-eye dog) except for one domestic dog or one domestic cat; however, no savage, vicious, or dangerous dog, including, but not limited to, any pit bull or rottweiler, shall be kept at the Project. No dog or cat may be kept on the Project to bred for commercial purposes. A dog or a cat permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements or within any Unit (except the Unit owned by the owner of such animal), and the owner of each pet shall be responsible for cleaning up after it.

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

(i) Satellite Dishes. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior written approval by the Association as to size, location, color and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of the satellite dish.

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

(k) Hazardous Materials. As used in these Bylaws, the term "**Hazardous Materials**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, any agency of the State of Michigan, or any agency of the United States government. The term "**Hazardous Materials**" includes, without limitation, any material or substance which is (i) described as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (ii) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903), (iii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601), (iv) petroleum and any petroleum by-products, and (v) asbestos. Owners shall not, nor shall they permit their agents, invitees, contractors or subcontractors (collectively "Owners Agents"), to bring upon, keep, store, use or dispose of any Hazardous Materials on, in, under or about the Project except ordinary cleaning chemicals and solutions, suitably packaged goods offered for sale at retail and office supplies used for their intended purpose, none of which may pose any significant threat of contamination of the Project. Each Owner shall cause the presence, use, storage and/or disposal of any Hazardous Materials on, in, under or about the Project by such Owner or such Owner's agents to be in compliance with all applicable laws, rules, regulations, and orders. Each Owner shall defend, indemnify, protect and hold the Association harmless from and against all claims, costs, fines, judgments and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Material in, on, under or about the Project caused by the acts, omissions or negligence of Owner and/or such Owners agents.

(l) Barbeque Grills. Barbeque grills may be used within the Project in compliance with all applicable laws, rules and regulations and with the rules and regulations promulgated by the Board of Directors from time to time.

(m) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property. 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.

7.5 Zoning Compliance. In addition to the restrictions contained in this Article, the use of any Unit must satisfy the requirements of the zoning ordinances of the 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 the municipality.

7.6 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.

7.7 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of private residential and business communities, 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.

7.8 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.

7.9 Remedies on Breach. In addition to the remedies granted by these Bylaws 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 Article, 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 Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

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

7.11 Assignment and Succession. Any of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity

or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the public records of the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Article 8. MORTGAGES

8.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (a "**Mortgagee**"), and the Association will maintain such information. The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

8.2 Insurance. Upon request of any Mortgage, 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.

8.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, a Mortgagee, upon written request to the Association, will be entitled to: (1) inspect the books and records relating to the Project upon reasonable notice; (2) receive a copy of the annual financial statement which is distributed to Owners; (3) 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 (4) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

8.4 Additional Notification. When notice is to be given to a Mortgagee, the Board shall also give such notice to any public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board has received a request for notice from any of those entities.

Article 9. LEASES

9.1 Notice of Lease. An Owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form.

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

9.3 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 of the Unit 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 both the Owner and the occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Article may be by summary proceeding. The Association may hold both the occupant 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.

9.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a 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.

Article 10. TRANSFER OF UNITS

10.1 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.

10.2 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.

Article 11. ARBITRATION

11.1 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 Owners and the Association may, upon the election and written consent of the parties to

the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

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

(a) Purchaser's Option. At the exclusive option of a Purchaser or 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 executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

11.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude that party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Article 12. OTHER PROVISIONS

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

12.2 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.

12.3 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.

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

12.5 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.

ATTENTION COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, ITS NUMBER MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATION ON SHEET 2.

ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

25 CENTER STREET

VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

DEVELOPERS:

PEREGRINE - DOUGLAS, LLC
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SURVEYOR / DOCUMENTS:

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

LEGAL:

THOMAS T. HUFF
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SHEET INDEX

1.) TITLE & DESCRIPTION SHEET
2.) SURVEY PLAN
3.) SITE & UTILITY PLAN
4.) BASEMENT FLOOR PLAN
5.) 1 ST FLOOR PLAN
6.) 2 ND FLOOR PLAN
7.) BUILDING SECTIONS A & B
8.) BUILDING SECTION C

PROPERTY DESCRIPTION:

SITUATED IN THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.
LOT 5 AND THE WEST 16.5 FEET OF LOT 6, DUDLEYVILLE PLAT, PART OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

EASEMENT TO THE PUBLIC FOR INGRESS & EGRESS:

A 10' WIDE EASEMENT TO THE PUBLIC FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH COMMENCES ON THE SOUTH LINE OF CENTER STREET AT THE MID POINT OF THE OPENING BETWEEN THE TWO EXISTING BRICK BUILDINGS ON THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING SOUTHERLY AND PARALLEL WITH SAID BUILDINGS ALONG THE CENTERLINE OF THE OPENING TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THE END OF THIS EASEMENT.

STATE OF MICHIGAN
EDWARD C MORSE
PROFESSIONAL SURVEYOR
No 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

TITLE & DESCRIPTION

25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 1.

NORTH

0 20' 40'

GRAPHIC SCALE
SCALE: 1" = 20'

LEGEND

①	COORDINATE POINT
	PROPERTY LINE
•	SET MAG NAIL IN ASPHALT / CONCRETE
-	CONCRETE MONUMENT
P	PLATTED
R	OF RECORD
M	MEASURED

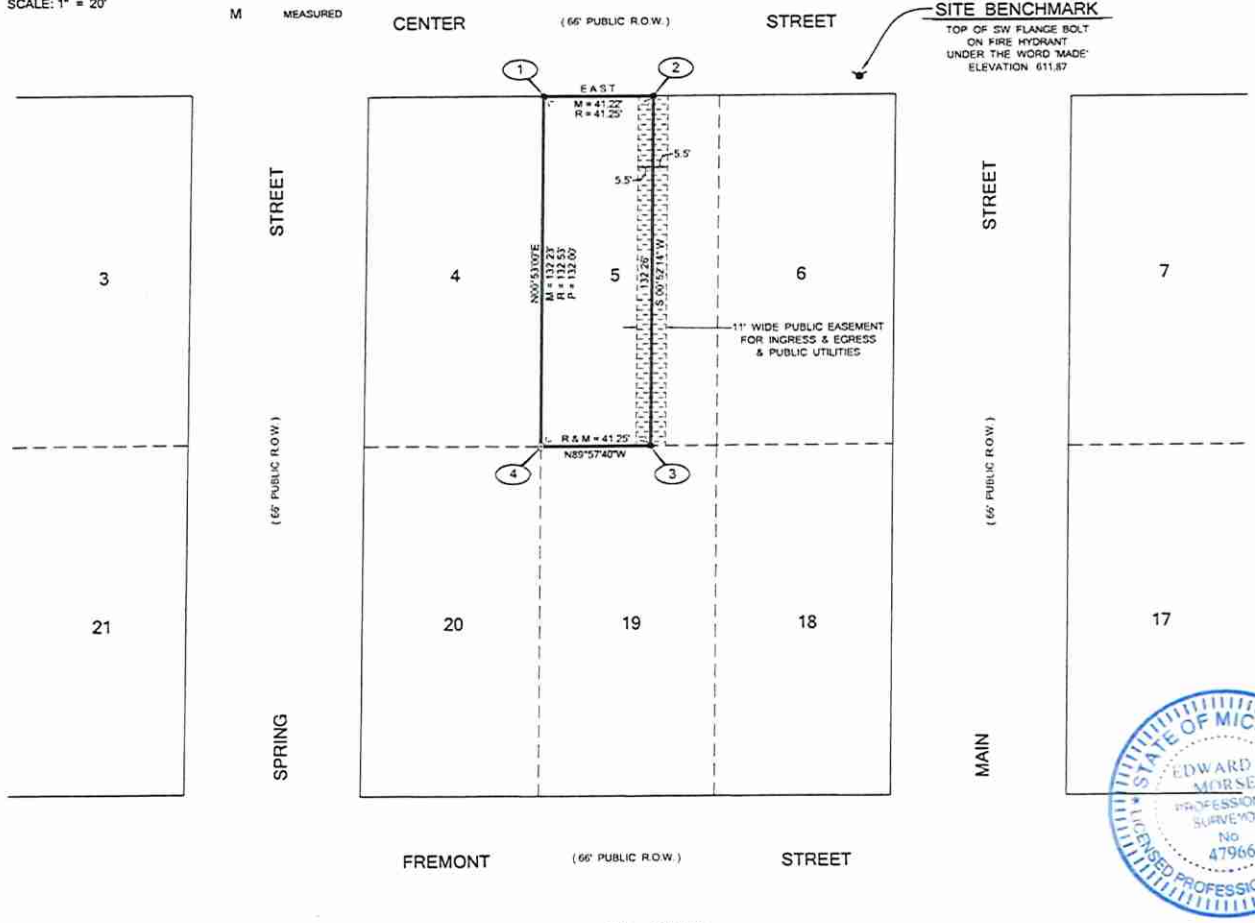
NOTES

1.) BEARINGS ARE REFERENCED TO ASSUMED "EAST" ON THE SOUTH LINE OF CENTER STREET.

2.) THE COORDINATE ORIGIN IS ASSUMED.

COORDINATES

NO	NORTHING	EASTING
1	4872.881	5376.280
2	4872.881	5417.500
3	4740.039	5415.491
4	4740.667	5374.242



AS - BUILT
DATED - JUNE 6, 2008

VICINITY MAP

SURVEYOR'S CERTIFICATE:

I, EDWARD C. MORSE, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS "23 CENTER STREET", ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO._____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978.

Edward C. Morse JUNE 6, 2008

EDWARD C. MORSE
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 47966
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

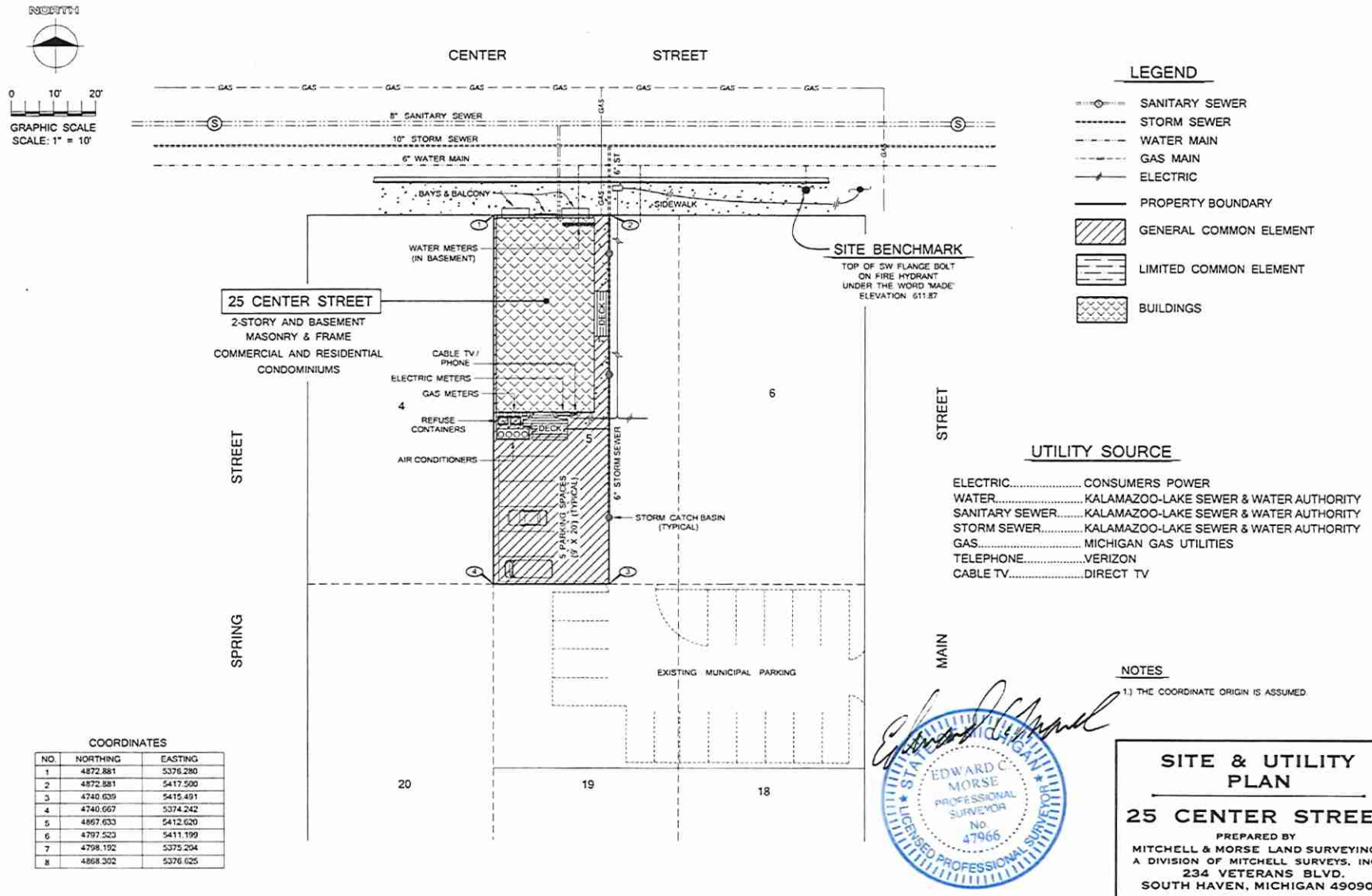
STATE OF MICHIGAN
EDWARD C MORSE
PROFESSIONAL SURVEYOR
No 47966
LICENSED PROFESSIONAL SURVEYOR

SURVEY PLAN

25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 2.



UTILITY SOURCE

ELECTRIC	CONSUMERS POWER
WATER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
SANITARY SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
STORM SEWER	KALAMAZOO-LAKE SEWER & WATER AUTHORITY
GAS	MICHIGAN GAS UTILITIES
TELEPHONE	VERIZON
CABLE TV	DIRECT TV

COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5376.280
2	4872.881	5417.500
3	4740.639	5415.491
4	4740.667	5374.242
5	4867.633	5412.620
6	4797.523	5411.199
7	4798.192	5375.204
8	4868.302	5376.625

NOTES

1.) THE COORDINATE ORIGIN IS ASSUMED

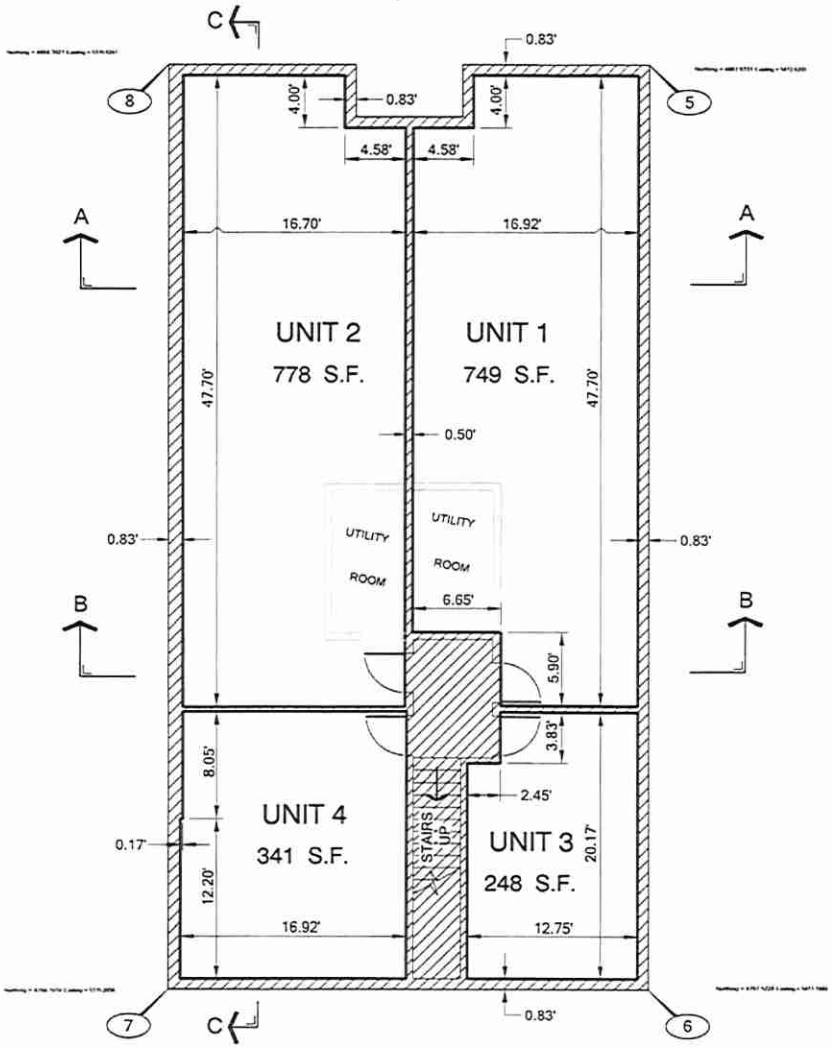
STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

SITE & UTILITY PLAN

25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 3.



NORTH

0 4' 8'

GRAPHIC SCALE

AS - BUILT

DATED - JUNE 6, 2008

LEGEND

(2) COORDINATE POINT

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

S.F. SQUARE FEET

NOTE

SEE SHEET 3 FOR THE LIST OF COORDINATES.

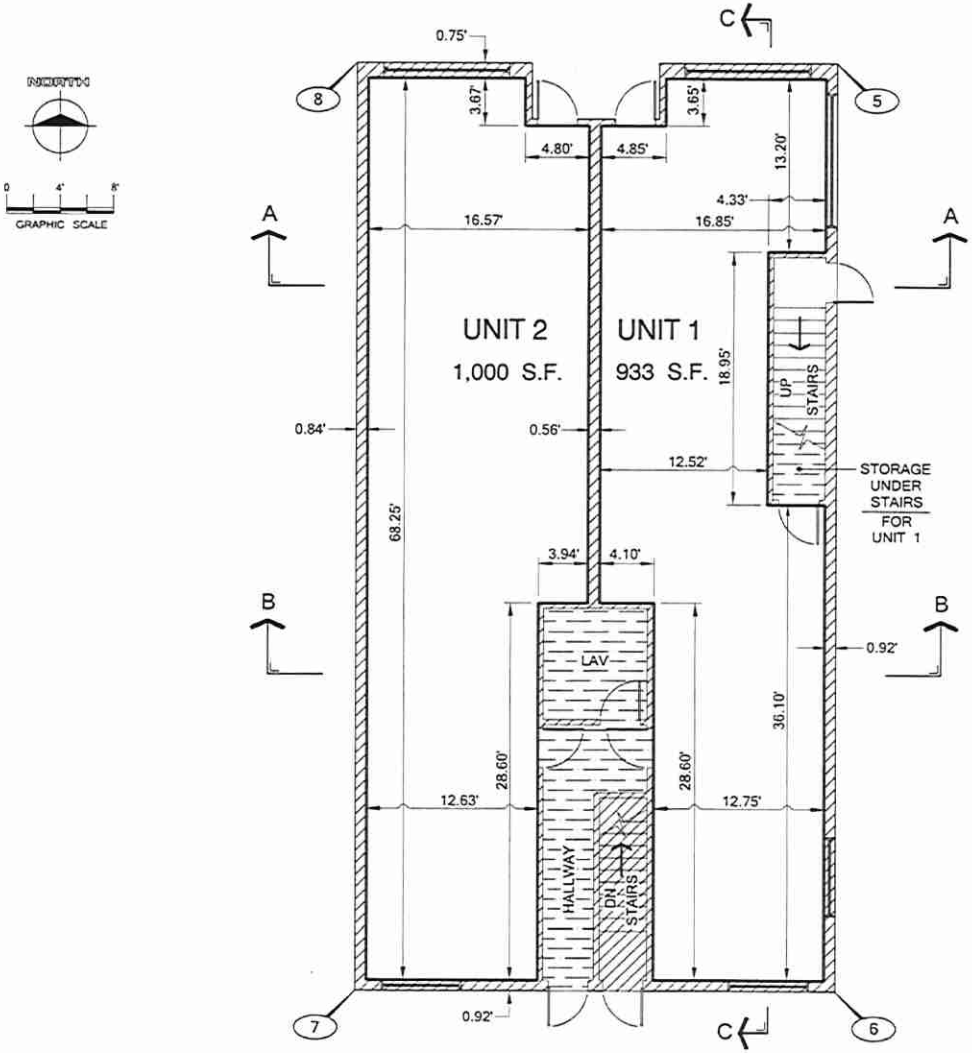
STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

BASEMENT FLOOR PLAN

25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 4.



AS - BUILT
DATED - JUNE 6, 2008

LEGEND

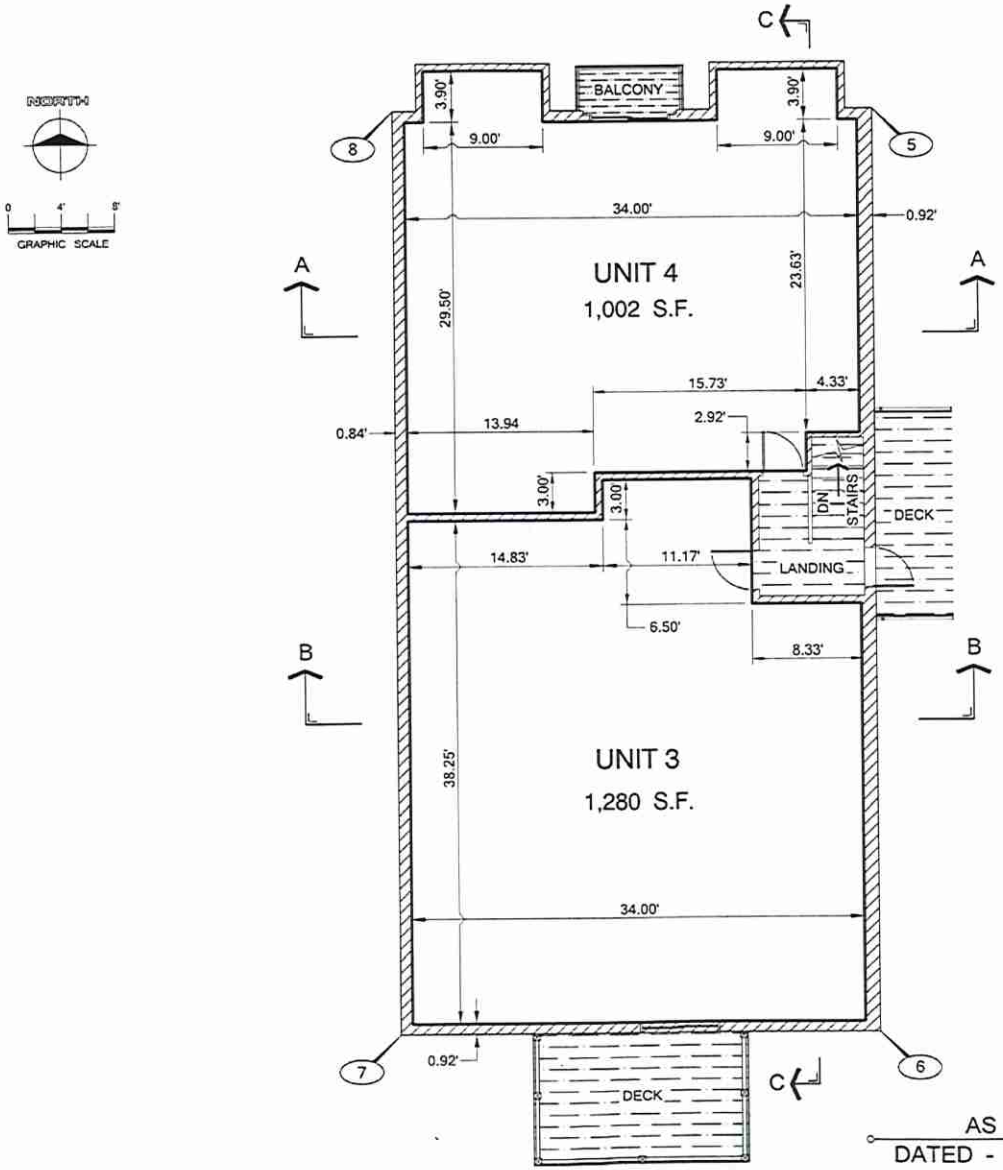
(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

1ST FLOOR PLAN
25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 5.



LEGEND

(2)	COORDINATE POINT
———	LIMITS OF OWNERSHIP
▨	GENERAL COMMON ELEMENT
▨	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

2ND FLOOR PLAN
25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 6.

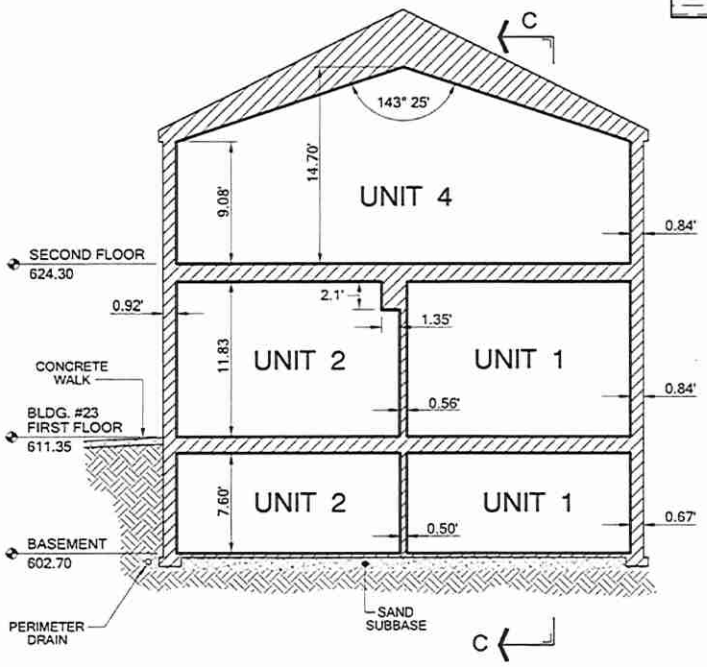
LEGEND

LIMITS OF OWNERSHIP

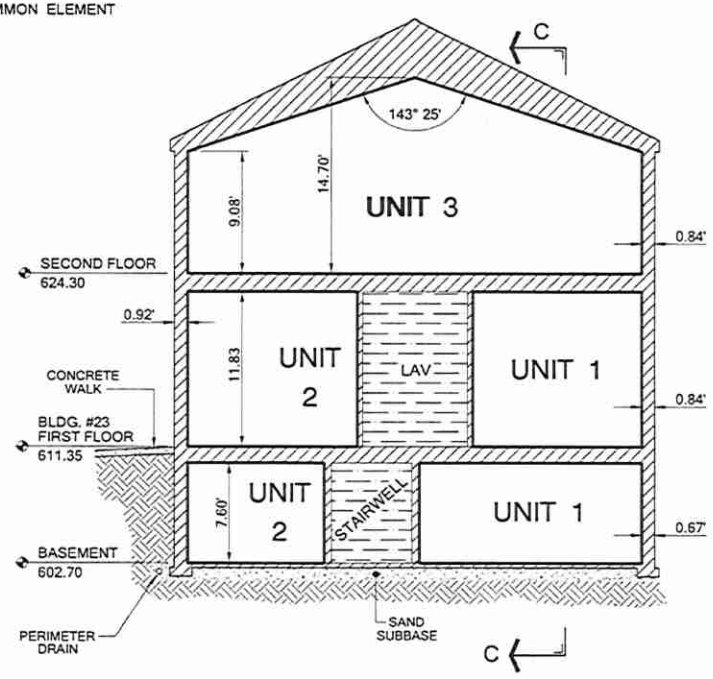
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

0 4' 8'
GRAPHIC SCALE



SECTION A
(LOOKING NORTH)



SECTION B
(LOOKING NORTH)

NOTES

1.) ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE SHOWN OR NOTED.

2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

STATE OF MICHIGAN
EDWARD C MORSE
PROFESSIONAL SURVEYOR
No 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

BUILDING SECTIONS A & B

25 CENTER STREET

PREPARED BY
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234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 7.

NOTES

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2.) ALL DIMENSIONS ARE IN FEET AND DECIMALS.

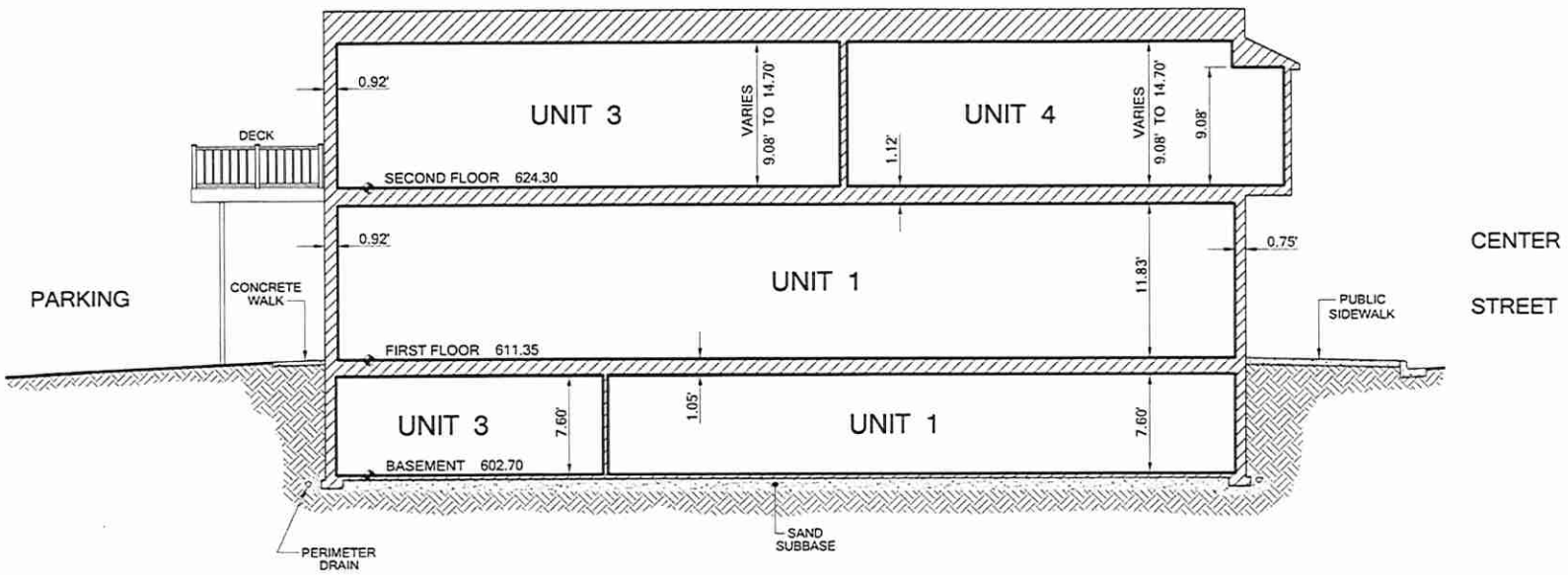
0 4' 8'
GRAPHIC SCALE

LEGEND

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT



STATE OF MICHIGAN
EDWARD C MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

BUILDING SECTION C

25 CENTER STREET

PREPARED BY
MITCHELL & MORSE LAND SURVEYING
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234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

SHEET 8.

MEMO

TO: City of the Village of Douglas

FROM: Peregrine-Douglas LLC and Raymond Eggert

RE: Condominium Conversion Approval

DATE: November 2, 2020

This memorandum is delivered to the City of the Village of Douglas ("**Douglas**") in connection with an application for condominium approval pursuant to Section 16.24 of the Douglas Zoning Ordinance (the "**Ordinance**") governing condominiums. Peregrine-Douglas LLC ("**Peregrine**") owns real property upon which an existing building is situated located at 25 Center Street, Douglas, Michigan (the "**25 Center Property**"). The Raymond and Susan Eggert Family Trust (the "**Trust**") owns real property upon which an existing building is situated located at 23 Center Street, Douglas, Michigan (the "**23 Center Property**"), which is adjacent and connected by a deck to the 25 Center Property. As the 25 Center Property and 23 Center Property (together, the "**Properties**") are being converted into two integrated condominium projects, Peregrine and the Trust (together, the "**Developers**") are submitting this joint memorandum to accompany each application Peregrine and the Trust are submitting to Douglas.

By way of background, the Properties were formerly a parking lot site in downtown Douglas. Many years ago, Douglas reached out to the Developers to acquire the Properties and construct the buildings located on the Properties in an effort to start the urbanization of the downtown Douglas area. At the time the Developers developed the Properties, they did not know whether it would be best to create a condominium structure or to maintain ownership of the buildings and rent the spaces. Now, as the Developers are aging, the time is right to create condominiums at each of the Properties so that ownership may be transferred while maintaining the current mixed use of the Properties.

The Developers are proposing no changes to the existing structures and improvements located on the Properties. Douglas approved the structures and improvements at the time they were initially constructed, and no material changes to the Properties have occurred since that initial approval. The Developers have included with their applications the As-Built Condominium Subdivision Plans for each of the Properties.

Section 16.24(4)(b) contains requirements for the application for condominium approval. The items below will address those requirements:

(i) Article 24 of the Ordinance requires a written narrative addressing the following:

a. Approximately 100% of the Properties is allocated to buildings, parking lots and other impervious surfaces.

b. Each of the Properties contains a structure with four units. The main floors consist of commercial spaces. Two residential units are located on the second floor of each building, with one one-bedroom unit and one two-bedroom unit. The residential

units at the Properties are intended to serve residents of the Douglas community. The elevation of the buildings are shown on the applicable Subdivision Plan enclosed with the applications.

c. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will have no impact on public services, including schools, police and fire protection, utilities and traffic.

d. As the Properties have been fully constructed and in use for many years, there is no construction or development planned.

e. No approvals other than the Douglas approvals are pending at this time.

f. With its mixed use development, the Properties were constructed to assist in the urbanization of the community of Douglas. Developers expect that benefit to the Douglas community to continue with the conversion of the Properties to a condominium ownership structure.

g. As the Properties have been fully constructed and in use for many years, the conversion of the Properties to a condominium ownership structure will not impact or cause noise, vibration, smoke, light glare or other potentially problematic conditions.

(ii) As the Properties have been fully constructed and in use for many years, the written approval of the design and location of the entrance to the condominium development from the Allegan County Road Commission is not required.

(iii) We have included with the applications a copy of the proposed Master Deed and Bylaws for each of the Properties, which include the use and occupancy and maintenance provisions for the general and common elements with respect to the Properties.

(iv) We have included a Subdivision Plan for each of the Properties showing the improvements, facilities, utilities and easements on the Properties.

(v) With respect to the overall objective in connection with converting the Properties to a condominium ownership structure, the Developers envision the Properties continuing to serve as key point serving the Douglas community, both from a residential and commercial perspective. The Developers are converting the Properties to a condominium ownership structure so that they may transfer ownership of the Properties while maintaining the current mixed use of the Properties.

(vi) The Properties are currently served by municipal water, sanitary sewer and storm sewer facilities.

(vii) There are no private streets located on the Properties.

(viii) The Master Deeds for each of the Properties include a provision incorporating an approved condominium development plan.

Application for Site Plan Review

CITY OF THE VILLAGE OF DOUGLAS, MICHIGAN
Phone: 269-857-1438 Fax: 269-857-4751
http://ci.douglas.mi.us

PROPERTY INFORMATION

Address or Location: 25 Center Street, Douglas, MI
Permanent Parcel #: 59-150-005-10
Zone District (Current): Commercial (Proposed): N/A
Property Size: 0.123 acres
Existing Use: Residential/Commercial Proposed Use: Residential/Commercial Condominium

Describe Proposed Project
See attached exhibit.

Estimated Project Cost $0.00

I Tom Huff, Authorized Agent of Peregrine-Douglas, L.L.C. hereby state that all of the above statements
(owner/contractor)
and all of the accompanying information are true and correct.

Signature of Owner/General Contractor

10/30/20
Date

Email address: tthuff@peregrinetowers.com

Phone: 269-808-0752

Fee:
Site Plan Review $300

****

DO NOT WRITE IN THIS BOX

Date Received _____ Application Accepted By _____ Fee Paid $_____

Submitted Materials: _____ Plot Plan ____ Application ____ Legal Description ____ Narrative Description

For Office Use Only

REMARKS

_____

_____

_____

Plans sent to Saugatuck Fire District on: _____ N/A
Approved on: _____

Planning Commission Review on: _____ N/A
Minutes attached: _____

MDEQ Permit Required: Yes No N/A

Allegan County Health Dept. Permit Required: Yes No N/A

Faxed to KLWSA (269-857-1565) on: _____

Faxed to MTS (269-673-9583) on: _____

KLSWA APPROVAL

APPROVED FOR CONNECTION TO WATER/WASTEWATER SYSTEM
(Subject to appropriate connection fees and charges)

Street and Number _____

KALAMAZOO LAKE SEWER AND WATER AUTHORITY

APPROVED

Date: _____ By: _____

DENIED

Date: _____ By: _____

ZONING APPROVAL

APPROVED: _____

By:_____ Date: _____

Zoning Administrator

DENIED: _____

By: _____ Date: _____

Zoning Administrator

Required Site Plan Content (Article 24, City of Douglas Zoning Ordinance)

Applicants shall submit the following information to the office of the Zoning Administrator:

A completed site plan review application, a project description, the required application fee, one digital PDF copy and fourteen (14) folded copies of a site plan. All site plans shall include the information listed below and be based on the Development Standards listed in Article 24 of the Zoning Ordinance. Required submission not relevant to the particular site plan or development plan may be waived by the City.

1. Plans and map based on an accurate land survey and drawn to a minimum scale of 1"= 20' or as deemed appropriate by the zoning administrator.
2. Direction arrow, date of plan and revisions, scale (written and graphic)
3. Legal description, address, tax parcel number of the subject property, proof of ownership and all options/liens against the property.
4. Size in acres and square footage of the subject property including property lines and dimensions.
5. Location and dimensions of all existing and proposed structures (including refuse/recycling areas showing proposed enclosures and method of screening) on the subject property indicating building setbacks, zoning setbacks, building dimensions and finished floor grade elevations.
6. Elevation drawings of all building sides, indicating materials to be used and overall dimensions.
7. Location and dimensions of all existing and proposed drives, sidewalks, curb openings, curbing, parking areas, total number of parking spaces, loading and unloading areas, recreational areas and common use areas.
8. Location, pavement width, right-of-way width and centerline elevation of all existing and proposed abutting streets, alleys and easements.
9. Location, type, quantity and dimension of all existing and proposed landscaping and vegetation and the location, height and type of existing fences and walls.
10. Size and location of existing and proposed hydrants and utilities, including proposed connections to public sanitary sewer and water supply systems and private gas, electric locations.
11. Proposed grading plan per Section 16.20 showing direction of drainage flow. Sites that are one acre in size or smaller shall have one foot contour intervals, while larger sites may use two foot intervals. Must include location and size of all existing and proposed surface and subsurface storm water drainage facilities, including retention and detention ponds and any established flood plain areas, bodies of water, wetland areas, or other unbuildable areas if present on the site.
12. Location and intensity of existing and proposed exterior lighting, including areas to be illuminated, illumination levels (foot-candles), type and height of fixtures, and cut-off shielding provided.
13. Location, lighting, design and dimensions of proposed signage.
14. The City reserves the right to require other details pertaining to the development to determine compliance with the zoning ordinance and applicable City policies.

15. A written narrative shall be included as either General Notes on a site plan or as an attachment and shall include the following:
    a. Percentage of site allocated to buildings, parking lots and other impervious surfaces
    b. For residential developments, a summary of the number, type and density of dwelling units, number of bedrooms, the proposed market to be served, and proposed typical elevation views of each type of building
    c. Impact on public services to include schools, police and fire protection, utilities and traffic
    d. Expected schedule of construction and phases of development
    e. List of all State, Federal or other regulatory approvals to which the development may be subject, the status of any pending applications and the anticipated time frame for obtaining such approvals.
    f. Discussion of relationship to surrounding properties and uses regarding vehicular and pedestrian access and circulation, development density and orientation and the development's architectural and landscape character.
    g. Discussion of any impacts relation to such issues as noise, vibration, smoke, light, glare or other potentially problematic conditions associated with the proposed uses.
    h. Other information as may be requested by the Planning Commission which is reasonably necessary to evaluate the site plan. A request for independent professional studies including, but not limited to , traffic studies, environmental impact assessments, fiscal impact assessments, flood plan and wetland determinations and soil test borings may also be required by the Planning Commission. All costs incurred by the City to obtain such professional studies shall be fully paid by the applicant.

* It shall be the applicant's responsibility to determine whether additional permits are necessary from the Allegan County Health Department, Drain Commissioner, Soils & Sedimentation Control and the Michigan Department of Environmental Quality.

See complete Zoning Ordinance for additional details and requirements.

ATTENTION COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, ITS NUMBER MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATION ON SHEET 2.

ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

25 CENTER STREET

VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

DEVELOPERS:

PEREGRINE - DOUGLAS, LLC
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SURVEYOR / DOCUMENTS:

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
SOUTH HAVEN, MICHIGAN 49090

LEGAL:

THOMAS T. HUFF
336 S. BURDICK STREET
KALAMAZOO, MI 49007

SHEET INDEX

1.) TITLE & DESCRIPTION SHEET
2.) SURVEY PLAN
3.) SITE & UTILITY PLAN
4.) BASEMENT FLOOR PLAN
5.) 1 ST FLOOR PLAN
6.) 2 ND FLOOR PLAN
7.) BUILDING SECTIONS A & B
8.) BUILDING SECTION C

PROPERTY DESCRIPTION:

SITUATED IN THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.
LOT 5 AND THE WEST 16.5 FEET OF LOT 6, DUDLEYVILLE PLAT, PART OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN.

EASEMENT TO THE PUBLIC FOR INGRESS & EGRESS:

A 10' WIDE EASEMENT TO THE PUBLIC FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH COMMENCES ON THE SOUTH LINE OF CENTER STREET AT THE MID POINT OF THE OPENING BETWEEN THE TWO EXISTING BRICK BUILDINGS ON THE ABOVE DESCRIBED PROPERTY; THENCE RUNNING SOUTHERLY AND PARALLEL WITH SAID BUILDINGS ALONG THE CENTERLINE OF THE OPENING TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY AND THE END OF THIS EASEMENT.

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
No. 47966
LICENSED PROFESSIONAL SURVEYOR

AS - BUILT
DATED - JUNE 6, 2008

TITLE & DESCRIPTION
25 CENTER STREET
PREPARED BY
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090
SHEET 1.

NORTH

0 20' 40'

GRAPHIC SCALE
SCALE: 1" = 20'

LEGEND

(1)	COORDINATE POINT
	PROPERTY LINE
•	SET MAG NAIL IN ASPHALT / CONCRETE
▪	CONCRETE MONUMENT
P	PLATTED
R	OF RECORD
M	MEASURED

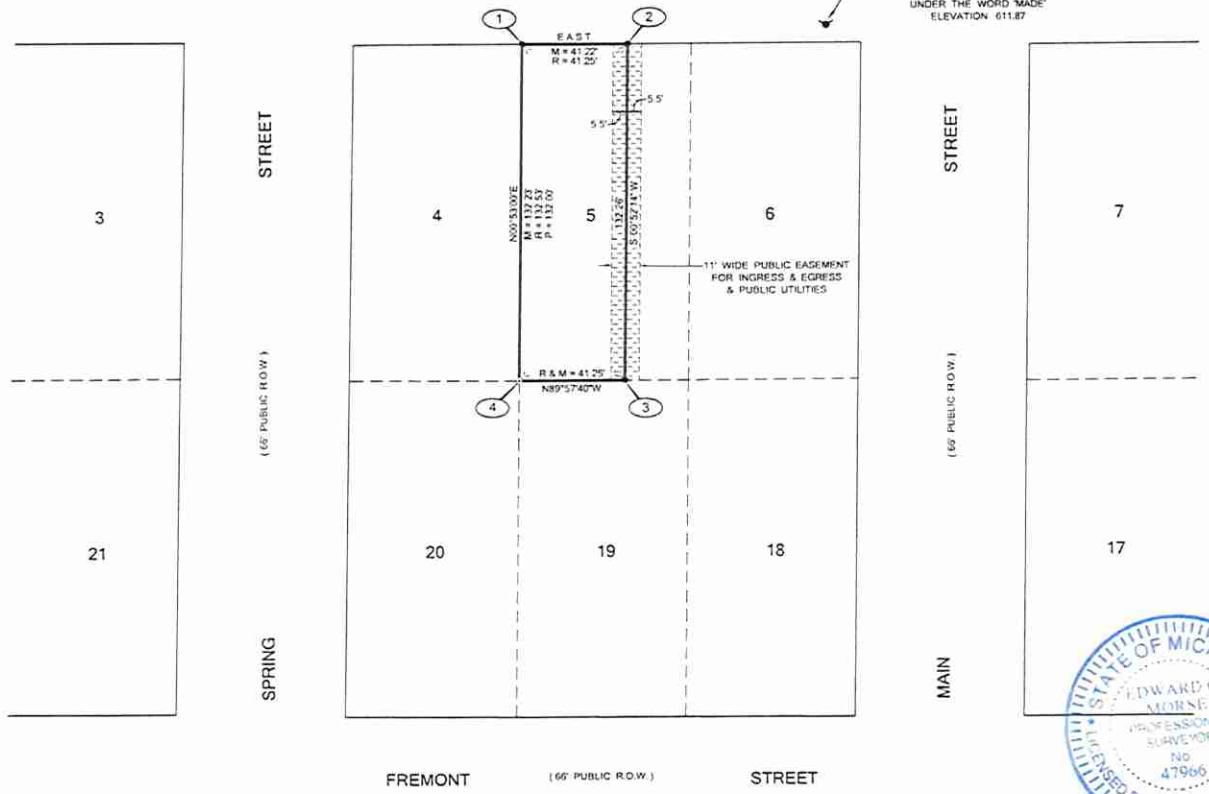
NOTES

1.) BEARINGS ARE REFERENCED TO ASSUMED "EAST" ON THE SOUTH LINE OF CENTER STREET

2.) THE COORDINATE ORIGIN IS ASSUMED

COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5376.280
2	4872.881	5417.500
3	4740.639	5415.491
4	4740.667	5374.242



AS - BUILT
DATED - JUNE 6, 2008

VICINITY MAP

SURVEYOR'S CERTIFICATE:

I, EDWARD C. MORSE, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY

THAT THE SUBDIVISION PLAN KNOWN AS "23 CENTER STREET", ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF PUBLIC ACTS OF 1978

Edward C. Morse JUNE 6, 2008

EDWARD C. MORSE
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 47966
MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BOULEVARD
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STATE OF MICHIGAN
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LICENSED PROFESSIONAL SURVEYOR

SURVEY PLAN

25 CENTER STREET

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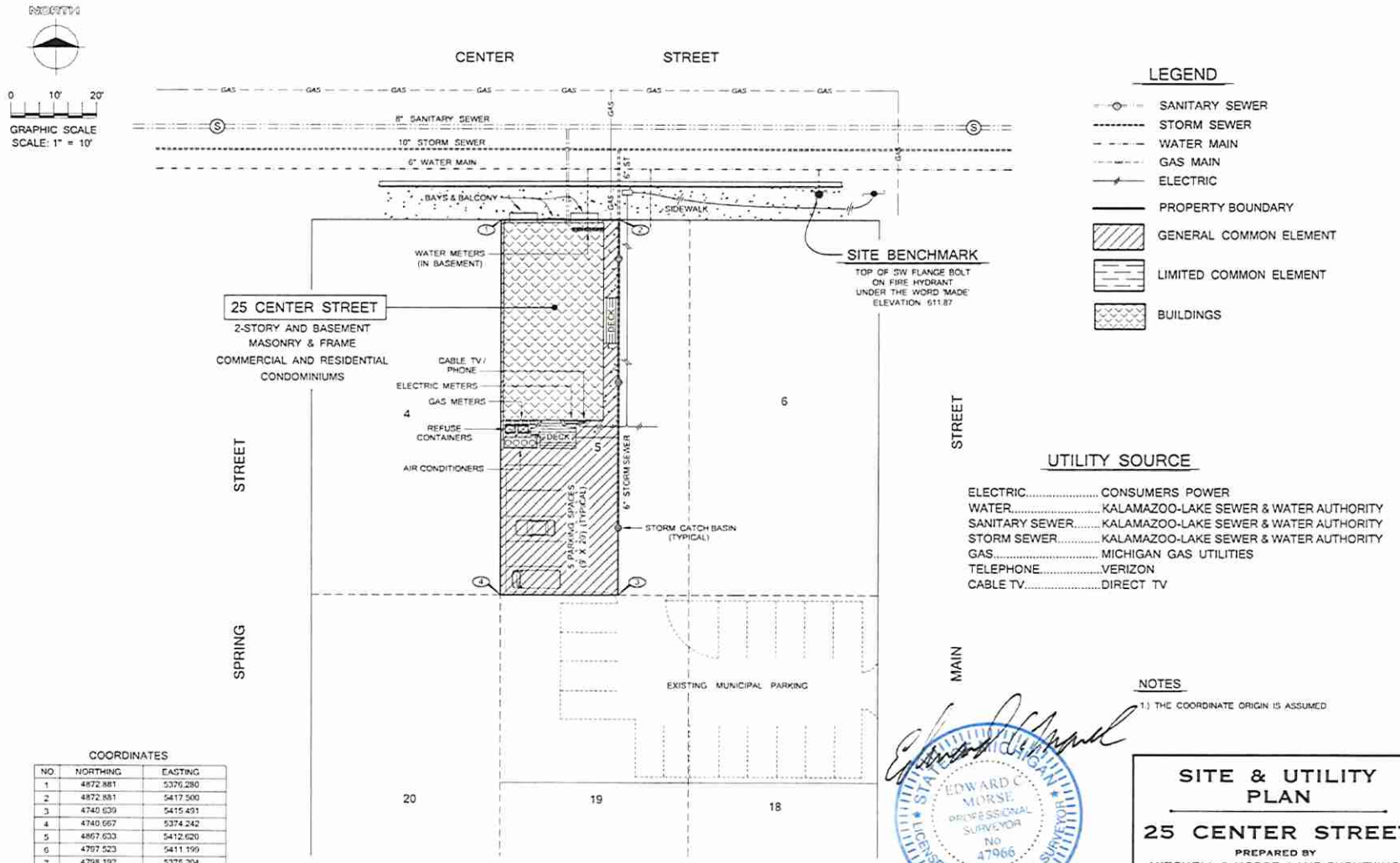
SHEET 2.



COORDINATES

NO.	NORTHING	EASTING
1	4872.881	5376.280
2	4872.881	5417.500
3	4740.639	5415.491
4	4740.667	5374.242
5	4867.633	5412.620
6	4797.523	5411.199
7	4798.192	5375.204
8	4868.302	5376.625

SITE & UTILITY PLAN

25 CENTER STREET

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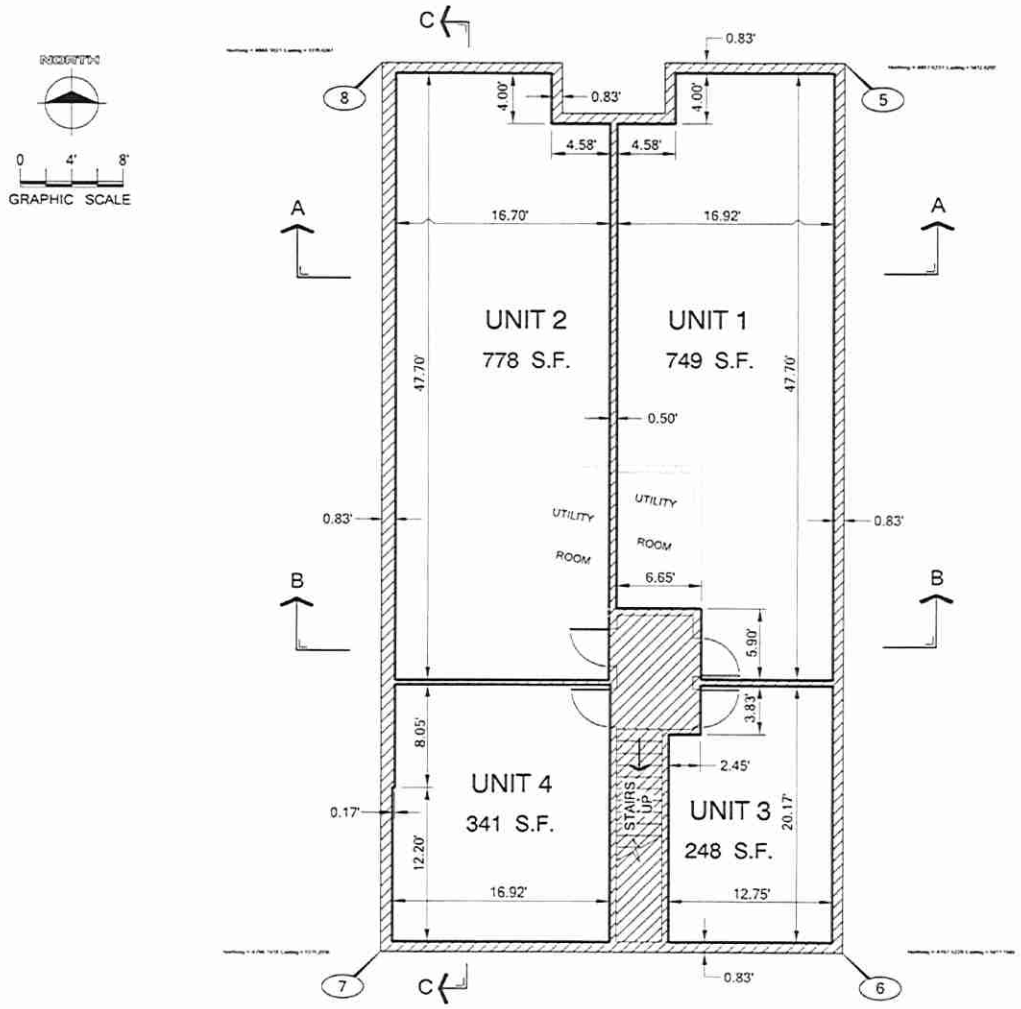
SHEET 3.



AS - BUILT
DATED - JUNE 6, 2008

LEGEND

(2)	COORDINATE POINT
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
S.F.	SQUARE FEET

NOTE

SEE SHEET 3 FOR THE LIST OF COORDINATES.

STATE OF MICHIGAN
EDWARD C. MORSE
PROFESSIONAL SURVEYOR
NO. 47966
LICENSED PROFESSIONAL SURVEYOR

BASEMENT FLOOR PLAN

25 CENTER STREET

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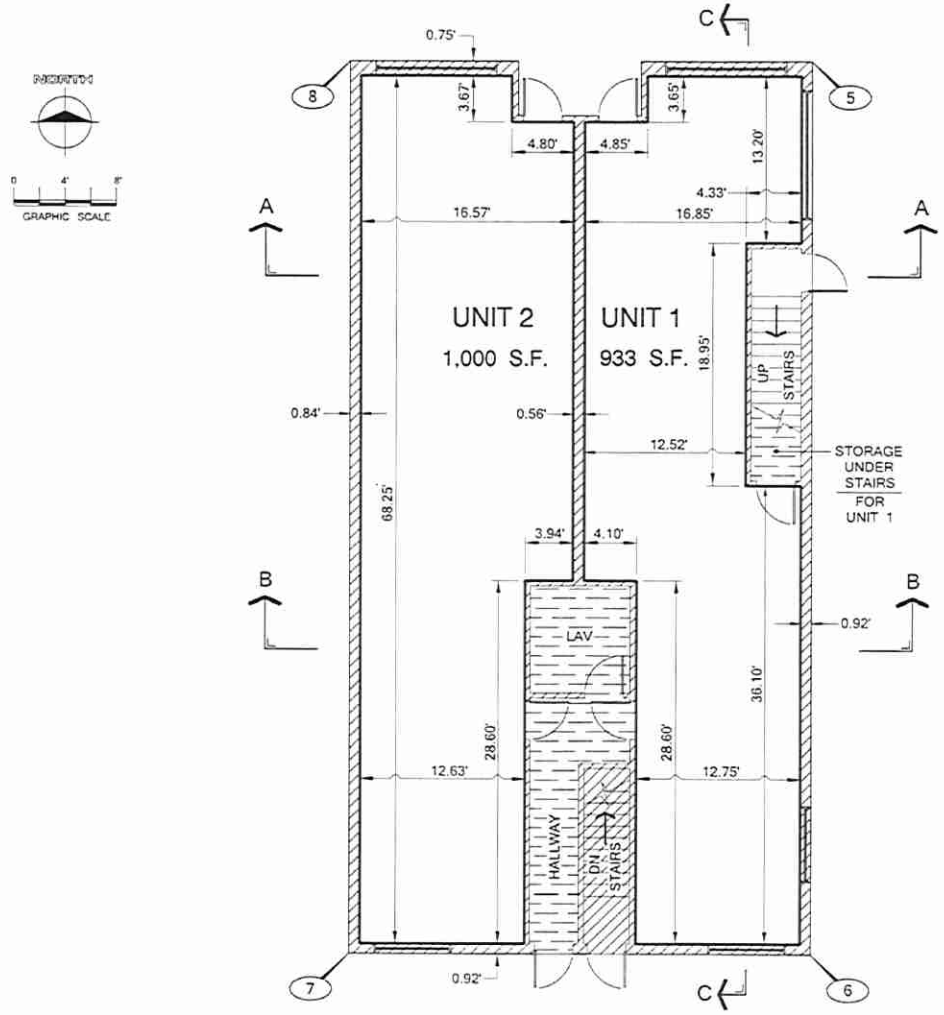
SHEET 4.



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DATED - JUNE 6, 2008

LEGEND

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S.F.	SQUARE FEET

STATE OF MICHIGAN
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LICENSED PROFESSIONAL SURVEYOR

1ST FLOOR PLAN
25 CENTER STREET

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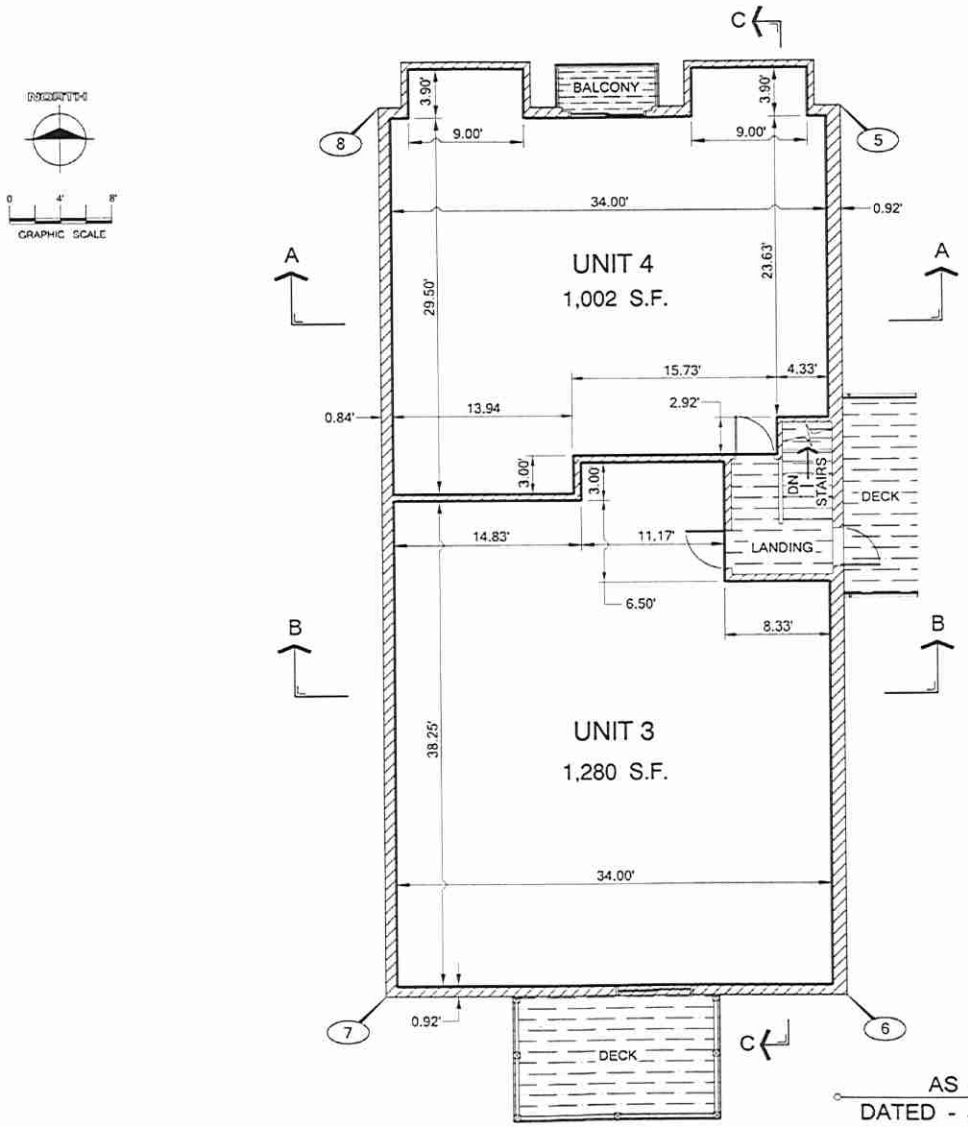

LEGEND

- (2) COORDINATE POINT
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- S.F. SQUARE FEET

STATE OF MICHIGAN
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SHEET 6.

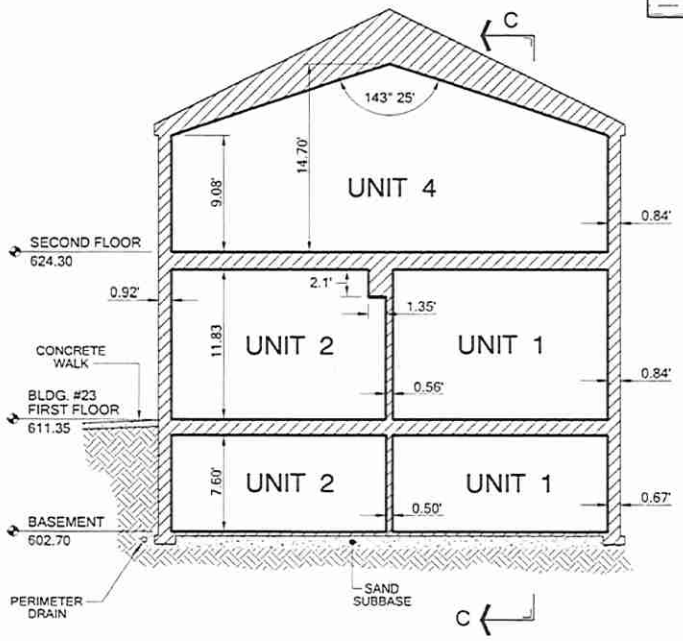
LEGEND

LIMITS OF OWNERSHIP

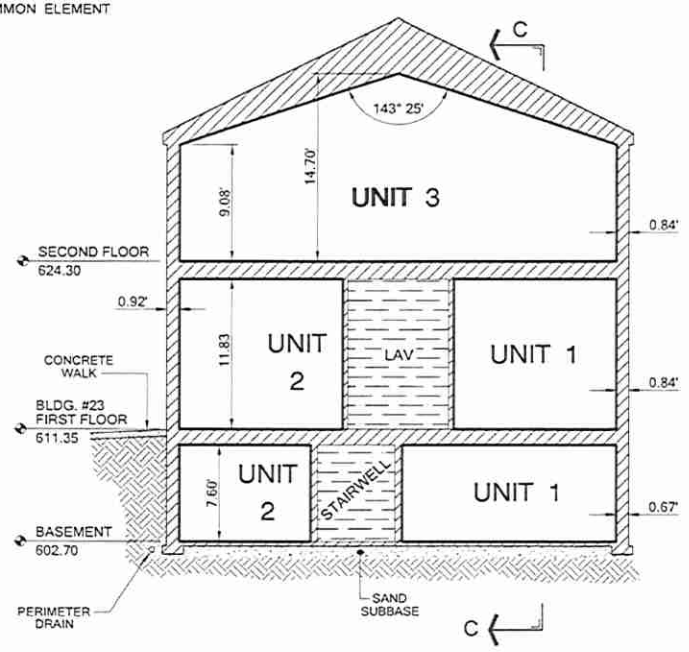
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

0 4' 8'
GRAPHIC SCALE



SECTION A
(LOOKING NORTH)



SECTION B
(LOOKING NORTH)

NOTES

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BUILDING SECTIONS A & B

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SHEET 7.

NOTES

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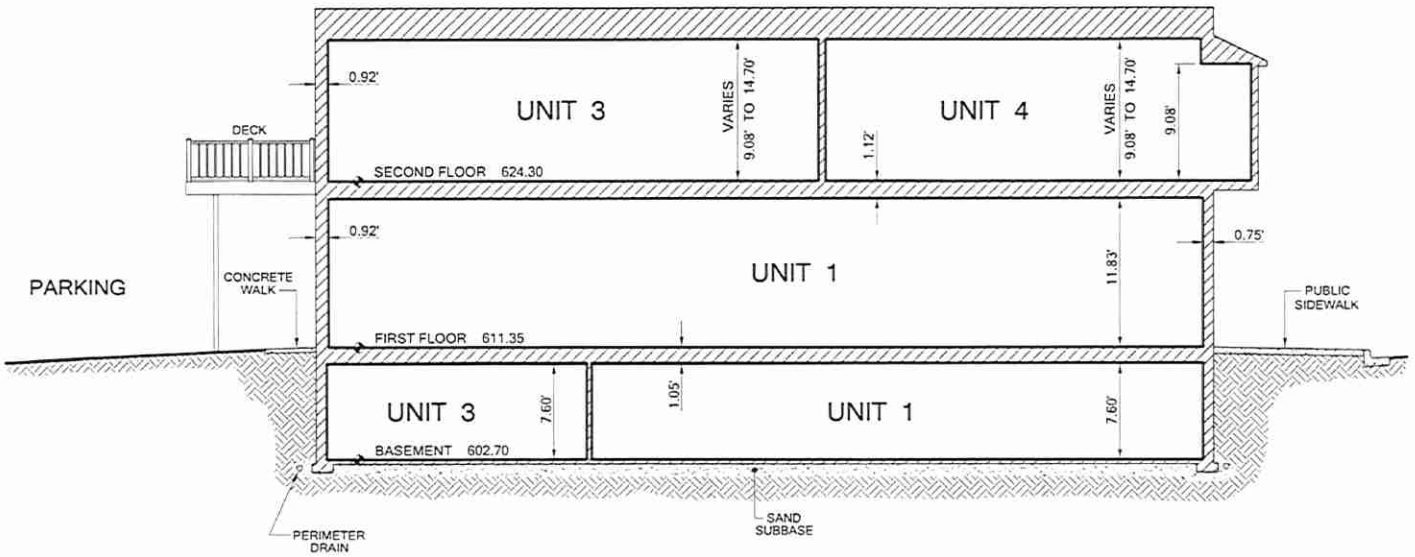
LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

0 4' 8'
GRAPHIC SCALE



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STATE OF MICHIGAN
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SHEET 8.

VARNUM
ATTORNEYS AT LAW

Bridgewater Place | Post Office Box 352
Grand Rapids, Michigan 49501-0352
Telephone 616 / 336-6000 | Fax 616 / 336-7000 | www.varnumlaw.com

COPY

September 21, 2020

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM

Michigan Dept. of Environment, Great Lakes, and Energy
Onsite Wastewater Program. Office of Drinking Water and Municipal Assistance
P.O. Box 30241
Lansing, MI 48909-7741

Allegan County Drain Commissioner
113 Chestnut Street
Allegan, MI 49010

Michigan Department of Transportation
Bureau of Highway Operations, Design Div.
P.O. Box 30050
Lansing, MI 48909

Allegan County Road Commission
1308 Lincoln Road
Allegan, MI 49010

Plat/Condominium Coordinator
MDOT – Innovative Contracting Unit
Design Division, 2nd Floor
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

City of the Village of Douglas
P.O. Box 757
86 W. Center Street
Douglas, MI 49406-0757

Ladies and Gentlemen:

YOU ARE HEREBY ADVISED AS FOLLOWS:

Raymond and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust (the "**Developer**") plans to develop a mixed use business and residential condominium project to be established in the City of the Village of Douglas, Allegan County, Michigan, upon all or a portion of the real estate described on the attached **Exhibit A**, and known as **23 Center Street** (the "**Condominium Project**").

This Notice is sent to you pursuant to Section 71 of Act 59 of the Public Acts of 1978. The Developer may commence taking reservations under preliminary reservation agreements for units in the Condominium Project not less than 10 days from the date of this letter. Thereafter, Developer will be recording a master deed for the Condominium Project.

If you have any questions about the Condominium Project, desire any additional information, or need to communicate regarding the Project, please contact me at the address shown below.

Dated: September 21, 2020.

Peter A. Schmidt
Varnum LLP
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, Michigan 49501-0352
(616) 336-6000

cc: r.eggert@aol.com (via email)

16912186

EXHIBIT A
Legal Description

The West 16.5 feet of Lot 6 and the East 24.75 feet of 5, Dudleyville Plat, Village of Douglas, Allegan County, Michigan, according to the recorded plat there.

COPY

EGLE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM PROJECT

Issued under authority of Public Act 59 of 1978, as amended, Section 71

"Sec. 71. Not less than 10 days before taking reservations under a preliminary reservation agreement for a unit in a condominium project, recording a master deed for a project, or beginning construction of a project which is intended to be a condominium project at the time construction is begun, whichever is earliest, a written notice of proposed action shall be provided to each of the following:

A. The appropriate city, village, township, or county.
B. The appropriate county road commission and county drain commissioner.
C. The Department of Environment, Great Lakes, and Energy.
D. The state transportation department."

Project Name: 23 Center Street	**County:** Allegan
City/Township: City of the Village of Douglas	**Type of Development:** New Construction: ○ Conversion: ◉
The Number of Units: 4	**Total Property Size:**

Applicable rules and information can be found at Michigan.gov/EGLEOnsiteWastewater. The following request for information is intended to facilitate developer notification of proposed action to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The completed form should be returned to:

Environmental Health Programs Unit
Attn: Onsite Wastewater Program
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30817
Lansing, Michigan 48909-8311

Name and address of developer:	Raymond and Susan Eggert, Trustees of the Raymond and Susan Eggert Family Trust 3212 Lorrimar Lane Saugatuck, MI 49453
Name and address of firm preparing the condominium subdivision plan:	Mitchell & Morse Land Surveying 234 Veterans Boulevard South Haven, MI 49090
Legal description of property:	See attached legal description

Wastewater System Information:

A. The owner/developer will construct a public wastewater system to serve this project?
Yes ○ No ◉

B. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ○ No ○
Permit Number:

C. This project will connect to an existing municipal wastewater treatment system and no new extension is required?
Yes ◉ No ○
Government Entity: City of the Village of Douglas

D. Is an extension of an existing municipal wastewater treatment system needed to serve this project?
Yes ○ No ●

E. If yes, has the municipality obtained a construction permit from EGLE?
Yes ○ No ○
Permit Number:

Water System Information:

A. The owner/developer will construct a public water system to serve this project?
Yes ○ No ●

B. If yes, will the water system serve more than 25 people or have more than 15 service connections?
Yes ○ No ○

C. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ○ No ○
Permit Number:

D. This project will connect to an existing water main that is part of a municipal water system and no new water main extension is required?
Yes ● No ○
Governmental Entity: City of the Village of Douglas

E. Is an extension of an existing municipal water system needed to serve the project?
Yes ○ No ●

F. If yes, has the municipality obtained a construction permit from EGLE?
Yes ○ No ○
Permit Number:

Individual Onsite Sewage Disposal Systems and/or Individual Well Information:

In accordance with Section 71(a) of the Condominium Act, if public water and public sewers are not available and it is intended that the project will be served by individual onsite sewage disposal systems and/or individual wells, the developer shall submit three copies of the condominium subdivision plan to EGLE or local health department (LHD) that elects to maintain jurisdiction.

A. Project is intended to be served by individual onsite sewage disposal systems for each unit?
Yes ○ No ●
If yes, has the LHD completed their review of the project?
Yes ○ No ○

B. Project is intended to be served by individual wells for each unit?
Yes ○ No ●
If yes, has the LHD completed their review of the project?
Yes ○ No ○

C. The required plans will be filed with:
○ EGLE
Date plans will be filed: _____
○ The LHD
Date plans will be filed: _____

D. Has the form; Subdivision and Condominium Site Report (EGLE form EQP1755) been completed and submitted to the LHD for preliminary review if Onsite Sewage or Individual Well proposed? Yes ○ No ○

Name: Peter A. Schmidt	Title: Attorney for Developer
Signature: Peter A. Schmidt	Date: September 21, 2020

EXHIBIT A

Legal Description

The West 16.5 feet of Lot 6 and the East 24.75 feet of 5, Dudleyville Plat, Village of Douglas, Allegan County, Michigan, according to the recorded plat there.

VARNUM
ATTORNEYS AT LAW

COPY

Bridgewater Place | Post Office Box 352
Grand Rapids, Michigan 49501-0352
Telephone 616 / 336-6000 | Fax 616 / 336-7000 | www.varnumlaw.com

September 21, 2020

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM

Michigan Dept. of Environment, Great Lakes, and Energy
Onsite Wastewater Program. Office of Drinking Water and Municipal Assistance
P.O. Box 30241
Lansing, MI 48909-7741

Allegan County Drain Commissioner
113 Chestnut Street
Allegan, MI 49010

Michigan Department of Transportation
Bureau of Highway Operations, Design Div.
P.O. Box 30050
Lansing, MI 48909

Allegan County Road Commission
1308 Lincoln Road
Allegan, MI 49010

Plat/Condominium Coordinator
MDOT – Innovative Contracting Unit
Design Division, 2nd Floor
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

City of the Village of Douglas
P.O. Box 757
86 W. Center Street
Douglas, MI 49406-0757

Ladies and Gentlemen:

YOU ARE HEREBY ADVISED AS FOLLOWS:

Peregrine-Douglas, L.L.C., a Michigan limited liability company ("**Developer**") plans to develop a mixed use business and residential condominium project to be established in the City of the Village of Douglas, Allegan County, Michigan, upon all or a portion of the real estate described on the attached **Exhibit A**, and known as **25 Center Street** (the "**Condominium Project**").

This Notice is sent to you pursuant to Section 71 of Act 59 of the Public Acts of 1978. The Developer may commence taking reservations under preliminary reservation agreements for units in the Condominium Project not less than 10 days from the date of this letter. Thereafter, Developer will be recording a master deed for the Condominium Project.

If you have any questions about the Condominium Project, desire any additional information, or need to communicate regarding the Project, please contact me at the address shown below.

Dated: September 21, 2020.

Peter A. Schmidt
Varnum LLP
333 Bridge Street, N.W.
P.O. Box 352
Grand Rapids, Michigan 49501-0352
(616) 336-6000

cc: tthuff@peregrinetowers.com (via email)

16675606

EXHIBIT A

Legal Description

The West 41.25 feet of Lot 5, Dudleyville Plat, part of Village of Douglas, County of Allegan, State of Michigan, according to the recorded plat there.

COPY

EGLE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

NOTICE OF INTENT TO ESTABLISH CONDOMINIUM PROJECT

Issued under authority of Public Act 59 of 1978, as amended, Section 71

"Sec. 71. Not less than 10 days before taking reservations under a preliminary reservation agreement for a unit in a condominium project, recording a master deed for a project, or beginning construction of a project which is intended to be a condominium project at the time construction is begun, whichever is earliest, a written notice of proposed action shall be provided to each of the following:

A. The appropriate city, village, township, or county.
B. The appropriate county road commission and county drain commissioner.
C. The Department of Environment, Great Lakes, and Energy.
D. The state transportation department."

Project Name: 25 Center Street	**County:** Allegan
City/Township: City of the Village of Douglas	**Type of Development:** New Construction: ○ Conversion: ◉
The Number of Units: 4	**Total Property Size:**

Applicable rules and information can be found at Michigan.gov/EGLEOnsiteWastewater. The following request for information is intended to facilitate developer notification of proposed action to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The completed form should be returned to:

Environmental Health Programs Unit
Attn: Onsite Wastewater Program
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30817
Lansing, Michigan 48909-8311

Name and address of developer:	Peregrine-Douglas, L.L.C. 336 S. Kalamazoo Mall Suite 702 Kalamazoo, MI 49007
Name and address of firm preparing the condominium subdivision plan:	Mitchell & Morse Land Surveying 234 Veterans Boulevard South Haven, MI 49090
Legal description of property:	See attached legal description

Wastewater System Information:

A. The owner/developer will construct a public wastewater system to serve this project?
Yes ○ No ◉

B. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ○ No ○
Permit Number:

C. This project will connect to an existing municipal wastewater treatment system and no new extension is required?
Yes ◉ No ○
Government Entity: City of the Village of Douglas

D. Is an extension of an existing municipal wastewater treatment system needed to serve this project?
Yes ( ) No (•)

E. If yes, has the municipality obtained a construction permit from EGLE?
Yes ( ) No ( )
Permit Number:

Water System Information:

A. The owner/developer will construct a public water system to serve this project?
Yes ( ) No (•)

B. If yes, will the water system serve more than 25 people or have more than 15 service connections?
Yes ( ) No ( )

C. If yes, has the owner/developer obtained the necessary construction permit from EGLE?
Yes ( ) No ( )
Permit Number:

D. This project will connect to an existing water main that is part of a municipal water system and no new water main extension is required?
Yes (•) No ( )
Governmental Entity: City of the Village of Douglas

E. Is an extension of an existing municipal water system needed to serve the project?
Yes ( ) No (•)

F. If yes, has the municipality obtained a construction permit from EGLE?
Yes ( ) No ( )
Permit Number:

Individual Onsite Sewage Disposal Systems and/or Individual Well Information:

In accordance with Section 71(a) of the Condominium Act, if public water and public sewers are not available and it is intended that the project will be served by individual onsite sewage disposal systems and/or individual wells, the developer shall submit three copies of the condominium subdivision plan to EGLE or local health department (LHD) that elects to maintain jurisdiction.

A. Project is intended to be served by individual onsite sewage disposal systems for each unit?
Yes ( ) No (•)
If yes, has the LHD completed their review of the project?
Yes ( ) No ( )

B. Project is intended to be served by individual wells for each unit?
Yes ( ) No (•)
If yes, has the LHD completed their review of the project?
Yes ( ) No ( )

C. The required plans will be filed with:
( ) EGLE
Date plans will be filed: _____
( ) The LHD
Date plans will be filed: _____

D. Has the form; Subdivision and Condominium Site Report (EGLE form EQP1755) been completed and submitted to the LHD for preliminary review if Onsite Sewage or Individual Well proposed? Yes ( ) No ( )

Name: Peter A. Schmidt	Title: Attorney for Developer
Signature: Pet A. Schmidt	Date: September 21, 2020

EXHIBIT A

Legal Description

The West 41.25 feet of Lot 5, Dudleyville Plat, part of Village of Douglas, County of Allegan, State of Michigan, according to the recorded plat there.