

AGENDA
THE CITY OF THE VILLAGE OF DOUGLAS
PLANNING COMMISSION MEETING
CITY HALL - 86 W. CENTER STREET, DOUGLAS, MI
WEDNESDAY, NOVEMBER 15TH, 2018 - 7:00 P.M.

A. Call to Order

B. Roll Call

C. Agenda Approval - Motion to approve the Planning Commission Agenda for November 15th, 2018 as presented (or as amended with additions/changes/deletions)

D. Approval of Minutes - Motion to approve the Planning Commission Minutes of October 10th, 2018.

E. Written Communications

F. Public Comment related to agenda items only (limit 2 minutes per person)

G. New Business:

1. Consideration of Condominium Development at

- a. Presentation by applicant
- b. Open Public Hearing
- c. Hear Public Comments
- d. Close Public Hearing
- e. Planning Commission Discussion
- f. Planning Commission Recommendation to City Council

2. Consideration of Food Truck Ordinance

- a. Recommendation to City Council (table, reject, approve or conditionally approve)

H. Unfinished Business:

I. Hear from the Audience (Limit of 5 minutes for general comments)

J. Commissioner Comments

K. Adjournment

MINUTES
THE CITY OF THE VILLAGE OF DOUGLAS
PLANNING COMMISSION MEETING
CITY HALL- 86 W. CENTER STREET, DOUGLAS, MI
WEDNESDAY, OCTOBER 10TH, 2018- 7:00 P.M.

- A. Call to Order:** Vice Chairperson Pattison called the meeting to order at 7:30 P.M.
- B. Roll Call:** Members present: Pattison, Tischleder, Seabert, Heneghan arrived at 7:30 to complete quorum. Members absent: Burdick, Kenny, Barrone Also present: Lisa Imus, city planner
- C. Agenda Approval:** Motion by Tischleder with support from Seabert to approve the Planning Commission Agenda for October 10, 2018 as presented. Motion carried by unanimous voice vote.
- D. Approval of Minutes:** Motion by Tischleder with support from Seabert to approve the Planning Commission Minutes of August 15, 2018 as presented. Motion carried by unanimous voice vote.
- E. Written Communications:**
Letter from Sam and Victoria Warner opposing medical marijuana facilities. Email from Ronna Alexander about the food truck ordinance.
- F. Public Comment: None**
- G. New Business**
 - 1. Consideration of site plan approval for Choice Labs to be located at 435 Blue Star Highway (PP# 59-016-072-11)**
 - a. Presentation by applicant:** Robb Lamer of Exxel Engineering spoke on behalf of the site plan. Site plan meets requirements and will comply with recommendations. Applicant will decide on the south side parking.
 - b. Open Public Hearing:** Motion by Tischleder with support from Seabert to open the public hearing. Motion carried by unanimous voice vote.
 - c. Hear Public Comments:** None
 - d. Close Public Hearing:** Motion by Seatbert with support from Tischleder to close the public hearing. Motion carried by unanimous voice vote.
 - e. Planning Commission Discussion:** Members discussed the number of parking spaces, security, and the applicant's other facilities in Jackson, MI.

- f. **Recommendation:** Motion by Tischleder with support from Seabert to conditionally approve the site plan for Choice Labs to be located at 435 Blue Star Highway (PP# 59-016-072-11) based on city planners' recommendation that:
1. All facilities remain in conformance with the provisions of Section 11.02 relating to retail businesses.
 2. Fire Department approval must be obtained.
 3. Signage shall fully comply with the City Sign Ordinance.
 4. There is no outside storage allowed.
 5. All exterior mechanical equipment must be screened.
 6. All required permits are obtained including fence, driveway and Soil and Sedimentation Erosion Control.
 7. This plan will conform to the requirements of the City of the Village of Douglas Zoning Ordinance including parking, screening, sidewalks, street trees, stormwater management, landscaping and building architecture.
 - a. Screening will be required between the property and the abutting residential use to the south. (Section 21.01 3). All parking areas shall be screed and include one tree per 20' or parking area which abuts the residential property planted between the parking area and the residential property. (Section 19.05 8)
 - i. There is 90' of parking which would require an additional 5 trees to be planted.
 - b. All parking, loading and unloading areas adjacent to a public right of way shall be screened using one of the following methods. a) A minimum three (3) foot tall lattice fence and evergreen vines installed and maintained along the entire length of the parking area fronting a public right of way. One ten (10) foot opening in the fence may be allowed for each 40 parking spaces in order to accommodate pedestrian accessibility to the parking lot, OR b) A minimum five foot landscape strip to be maintained with evergreen hedge plantings and street trees as identified within the City of Douglas recommended species list. (Section 19.05 8)
 - i. The parking area adjacent to Blue Star Highway will be planted with a 12' long and 3' tall evergreen hedge.
 - c. All storm water is contained on-site and drainage calculations are approved by City Engineer. Any infiltration basins must capture the entire volume of a 5 year storm event, hold the volume and infiltrate it into the ground over a period of days. The bottom of an infiltration basin shall be vegetated with deep rooted native plant species.
 - d. No property parcel shall contain greater than 10,000 square feet of impervious parking surface unless approved by the Planning Commission as a Joint Use of Parking Area provided within Section 19.02 (5) and only where the applicant has proposed a best practices approach to stormwater management per Article 21 of this ordinance. (Section 19.05 5-d)

- i. This property contains nearly over 10,000 sq. ft. of impervious parking (14,000 sq. ft. +/-) and it not a Joint Use Parking Area. Either best practice storm water management practices need to be imposed or the impervious parking area reduced.

Further, applicants will work with city planner to determine whether to remove the new strip of parking south of site plan or to keep as currently drawn and will have to meet zoning requirements depending on what route determined. Motion carried by unanimous voice vote.

2. Consideration of site plan approval for Lakeside Dispensary to be located at 2918 Blue Star Highway (PP# 59-020-007-00)

- a. **Presentation by applicant:** Gina Yob of DC Consulting Services discussed site plan. Cosmetic improvements have been made to building, parking spaces and security and cameras will be added.
- b. **Open Public Hearing:** Motion by Tischleder with support from Heneghan to open the public hearing. Motion carried by unanimous voice vote.
- c. **Hear Public Comments:** Kim Busscher spoke and owns the property behind this site. Kim would only like to see one facility near his property and would like no traffic from this facility to use his driveway.
- d. **Close Public Hearing:** Motion by Seabert with support from Heneghan to close the public hearing. Motion carried by unanimous voice vote.
- e. **Planning Commission Discussion:** Members discussed paving the driveway to improve both driveway and parking. Members also asked the applicant to investigate the sewer/septic along with recommending them to work with the neighbor to improve driveway.
- f. **Recommendation:** Motion by Tischleder with support from Seabert to conditionally approve the site plan for Lakeside Dispensary to be located at 2918 Blue Star Highway (PP# 59-020-007-00) based on city planners' recommendation that:
 1. All facilities remain in conformance with the provisions of Section 11.02 relating to retail businesses.
 2. Fire Department approval must be obtained
 3. Signage shall fully comply with the City Sign Ordinance (not to exceed 54 sq. ft.)
 4. There is no outside storage allowed.
 5. All exterior mechanical equipment must be screened.
 6. All required permits are obtained including fence and Soil and Sedimentation Erosion Control.
 7. This plan will conform to the requirements of the City of the Village of Douglas Zoning Ordinance including parking, screening, sidewalks, street trees, stormwater management, landscaping and building architecture.
 - a. Because this property abuts the Blue Star Trail Corridor, installation of a multi-modal path along the front lot width of the property will be required.

b. A grading plan must be submitted to the City before the parking lot is paved to ensure that all of the storm water will be controlled.

8. Engineer to review sewer/septic.

Motion carried by unanimous voice vote.

3. Consideration of Food Truck Ordinance

a. Recommendation to City Council

Motion by Tischleder with support from Seabert to table the consideration of Food Truck Ordinance. Motion carried by unanimous voice vote.

H. Unfinished Business: None

I. Hear from the Audience: Choice Labs thanked Planning Commission.

J. Commissioner Comments: Members welcomed Neal Seabert to Planning Commission. Seabert attended a site plan class conference last month. Seabert advised commissioners that if recreational marijuana passes, a decision has to be made within 10 days to opt in or out. This will be on the November agenda.

K. Adjournment: Motion by Seabert with support from Tischleder to adjourn meeting. Meeting adjourned at 8:44 P.M.

86 W. Center Street
 PO Box 757
 Douglas, MI 49406
 269-857-1438 Office
 269-857-4751 Fax



Memo

To: City of Douglas Planning Commission
From: Lisa Imus, City Planner
Date: 11/9/2018
Re: Condominium Application Review: Vintage Views – 11 Chestnut

This memo is regarding the application for a Condominium Plan Review submitted by Mr. Fredrick Eagle Royce III on property parcel number 03-59-100-044-00, commonly known as 11 Chestnut Street. This is located in the **R-3 Neighborhood Conservation District**. The applicant has proposed to convert the existing building to condominium units as is, with no structural changes.

BACKGROUND:

The site currently accommodates one structure that has been historically used as a multi-family residential unit, and is currently being used as short term rentals. There are 4 units in the structure. There is currently a 2,139 sq. ft. of footprint and 3,015 sq. ft. of habitable area.

DEVELOPMENT REQUIREMENTS (SECTION 11.02):

R-3 District		Required	Existing	Proposed
Lot Area:		7,920 sq. ft.	8,277 sq. ft.	8,277 sq. ft.
Frontage:		66 ft.	66 ft.	66 ft.
Max Lot Coverage:		35%	26%	26%
Setbacks:	Front:	20 ft.	10'	10'
	Side:	7 / 15 ft.	House 10'; Porch 2.5'	House 10'; Porch 2.5'
	Rear:	25 ft.	55'	55'
Minimum Floor Area:	one bedroom:	650 sq. ft.	779 sq. ft., 682 sq. ft.; & 756 sq. ft.	779 sq. ft., 682 sq. ft.; & 756 sq. ft.
	two bedroom:	750 sq. ft.	798 sq. ft.	798 sq. ft.
Height:		28'	26'	26'

The proposed site is currently a non-conforming structure. The front yard and one side yard does not meet the required setbacks. When you have a non-conforming building, you cannot modify the nonconformity. Since this application is not requesting any physical changes to the non-conformity, the conversion to a



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 Vintage Views Condominium Association 11 Chestnut St, Douglas, MI 49406
 Permanent Parcel # Lot 44 of Douglas Plat, according to the recorded plat thereof.
 Zone District (Current) R-3 (Proposed) R-3
 Property Size one city lot 66' by 122'
 Existing Use seasonal rental Proposed Use Residential condominiums

Describe Proposed Project

Convert existing 4 Residential seasonal rentals to four permanent Residential Condominiums for owner occupied units
No structural changes are planned or saught.

Estimated Project Cost zero

Frederick Eagle Royce III hereby state that all of the above statements and all of the
 (owner/contractor)
 accompanying information are true and correct.

Frederick Eagle Royce III 11/5/18
 Signature of Owner/General Contractor Date

Email address: eagle@feroyce.com

Phone: 269 344 8000

Fee:
 Site Plan Review \$300

DO NOT WRITE IN THIS BOX

Date Received 11/6 Application Accepted By Wsu [Signature] Fee Paid \$ 300.00 ^{OK 2677}
 Submitted Materials: Plot Plan Application Legal Description Narrative Description

condominium would only represent a change of ownership which is allowed for a non-conforming structure. All other development standards are met.

Section 66 of the Condominium Act sets forth the required contents for a Condominium Plan. All of these have been met.

Article 24 of the Douglas Zoning Ordinance sets forth the requirements for Site Plan Review. All of the standard requirements have been included and meet the required conditions.

RECOMMENDATION: The proposed Condominium Plan appears to be in conformance with all site plan review and Section 66 of the Condominium Act criteria. It is recommended that the proposed Condominium Plan be recommended to the City Council for approval with the conditions that:

1. The City Attorney and City Engineer's approval is obtained
2. Any lighting in the project must be dark sky compliant.
3. Signage shall fully comply with the City Sign Ordinance
4. All storm water is contained on-site

**THE VINTAGE VIEWS CONDOMINIUM
DISCLOSURE STATEMENT**

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DISCLOSURE STATEMENT FOR THE VINTAGE VIEWS CONDOMINIUM

1. **Introduction.** Condominium developments in Michigan are governed by a statute called the Michigan Condominium Act, MCL 559.101 et seq. (the Act), and by rules adopted by the Michigan Department of Licensing and Regulatory Affairs. On the following pages, Frederick E. Royce, III (the Developer), as developer of The Vintage Views Condominium project (the Project), has set forth certain facts about the Project and the persons involved in its development that he believes will assist a prospective buyer in reviewing the Project. This disclosure statement (the Disclosure Statement), together with copies of the Master Deed (the Master Deed), the Condominium bylaws (the Condominium Bylaws), and other legal documents intended for the creation and operation of the Project (together the Condominium Documents), are furnished to each buyer to fulfill the requirement of the Act that Developer disclose to prospective buyers the characteristics of the condominiums that are offered for sale. The Condominium Documents constitute the only authorized description of the Project, and none of Developer's representatives are permitted to vary the terms stated in those Documents except by written amendment to the Condominium Documents.

2. **The Condominium Concept.** *Condominium* is a form of real property ownership. Under Michigan law, the portion of the condominium that is individually owned has the same legal attributes as any other form of real estate and may be sold, mortgaged, or leased subject to the restrictions in the Condominium Documents. A condominium project is established by recording a master deed in the office of the register of deeds for the county where the project is located.

Each owner of a condominium unit in the Project (an Owner) will own a separate residential unit, to which the Owner receives a warranty deed, and is one of a number of mutual owners of common facilities (the Common Elements) that serve both the Owner's condominium and other condominiums in the Project. The Units and the Common Elements are described generally in the Master Deed, and each Unit's boundaries and dimensions are shown in the condominium subdivision plan (the Subdivision Plan) attached to the Master Deed. All portions of the Project that are not included within the Units constitute the Common Elements and are owned by all Owners in equal undivided proportions. Limited Common Elements are those Common Elements that are set aside for the use of less than all Unit Owners. All other Common Elements are designated as General Common Elements for the use of all Unit Owners.

The interrelationship of individual ownership of Units and joint ownership of common elements requires that certain restrictions be imposed on the use of the Units and the Common Elements for the mutual benefit of all. The restrictions are in the Condominium Bylaws, which are recorded as part of the Master Deed. The Condominium Documents are prepared with the goal of allowing each Owner

individual freedom and discretion without permitting any one Owner to infringe on the rights and interests of the group. All Owners must be familiar with and abide by the restrictions if Unit living is to be an enjoyable experience.

3. Description of the Project. The Vintage Views Condominium is a residential condominium project in City of the Village of Douglas, Allegan County, Michigan (the Condominium). The Project has been completed.

Each of the four (4) Units in the Project is fully constructed and is capable of individual use as a single family residence. Public utilities have been provided to each unit, including public water and sewer.

The parking areas, cement walkways and landscaping are general common elements which are owned and used in common by all owners. Individual owners also have an exclusive right to use limited common elements of the Project, such as the decks, stairway, porches, and courtyard as shown on the site plan for the condominium, which is Exhibit B to the Master Deed. Some of such limited common elements are limited to the use of one unit owner, such as the courtyard (Unit 4) and various decks and porches. Some areas are available for use by the owners of Units 2 and 3, such as the stairway, part of the upper decking, and the furnace room for Units 2 and 3.

4. Condominium Documents. The Vintage Views Condominium has been established as a condominium project by the recording of a Master Deed in the Allegan County records, a copy of which either has been or will be delivered to each purchaser at least nine business days before closing. The Condominium Bylaws and the Condominium Subdivision Plan, a three-dimensional survey establishing the physical relationship and location of each of the Units in the Project, are attached as forms to the Master Deed. Other Condominium Documents include this statement and the articles of incorporation and the corporate bylaws of The Vintage Views Condominium Association (the Association), a nonprofit corporation that serves as the association of owners for the Condominium.

The Master Deed contains a definition of terms used to describe the Project, the relative value assigned to each Unit for assessment and voting purposes, a description of both the Limited and General Common Elements in the Project, and a statement about the responsibility of the individual Owners and of the Association for upkeep and maintenance of the Common Elements. All Units in the Project have been assigned an equal value by Developer after reviewing the comparative size, market value, location, and allocable expenses of maintenance. The Master Deed also reserves to Developer the right to modify the number, size, style and location of any Units or Common Elements in the Project that have not been sold or that are not subject to a binding purchase agreement by an amendment or series of amendments to the Master Deed. Such amendments do not require the consent of any Owner or mortgagee if the changes do not unreasonably impair or diminish the appearance of the Project or the view, the privacy, or another significant attribute of any Unit that adjoins a modified Unit or Common Element.

The Condominium Bylaws contain provisions relating to the operation, management, and fiscal affairs of the Condominium, including authorization for the levy of both regular and special assessment of the Owners to pay for the costs of operation. Restrictions on the ownership, occupancy, and use of Condominium Units in the Project are listed in the Bylaws, which also contain provisions allowing the Association to adopt additional rules and regulations governing the use of the Units and the Common Elements that are not inconsistent with the Condominium Bylaws.

The Condominium Subdivision Plan shows contains a survey of the Condominium land showing the location of the adjacent public roads, the parking spaces, walkways, and common utility systems together with all those other common elements of the Project that can be shown on the drawings.

5. Developer's Background and Experience. The Project is being developed by Frederick E. Royce, III, an individual. This is Mr. Royce's first endeavor in developing a condominium project.

Other professionals who have assisted the Developer in connection with this Project are:

Surveyor: Kirk L. VanOrder, P.C., 4601 – 134th Ave., Ste. H, Hamilton, MI 49419

Escrow Agent: Lighthouse Title, Inc, 150 Center, Douglas, MI 49406

Attorneys: Orton, Tooman, Hale, McKown & Kiel, P.C., 314 Trowbridge St., PO Box 239, Allegan, Michigan 49010

Real Estate Broker: For Sale by Developer

6. Administration of the Project. The responsibility for management and maintenance of the Project is vested in The Vintage Views Condominium Association, which Developer has incorporated as a nonprofit corporation under Michigan law. Each Unit Owner automatically becomes a member of the Association when that party purchases a Unit in the Project. Since each Unit in the Condominium has been assigned an equal percentage of value, the owner of each Unit will be entitled to one vote at all meetings of the Association and will share equally with all other owners in the expenses and proceeds of administration.

The Association was formed by Developer. The persons that now make up the board of directors of the Association were appointed by Developer and will control its affairs until a new board of directors is elected by the Owners. This election will take place at the initial meeting of the members of the Association, as called by Developer. That meeting must be held within 120 days after legal or equitable title to 75 percent of the Units that may be created in the Project have been conveyed to non-Developer Owners, but in no event later than 54 months after the first conveyance of title of a Unit. The composition

of the board between Developer representatives and non-Developer Owners will be adjusted from time to time under the formula described in the Condominium Bylaws.

Not later than 120 days after the conveyance of legal or equitable title to non-Developer Owners of one-third of the Units in the Project, or one year after the initial conveyance of a Unit to a non-Developer Owner, whichever occurs first, two or more persons will be selected from among the non-Developer Owners to serve as an advisory committee to the board of directors. The advisory committee is intended to function as an informal organization with which the board can consult on matters concerning the Condominium until the board of directors is elected by owners. At such meetings, Developer intends to provide the advisory committee with information about the development of the Project and to receive recommendations from the committee. The members of the advisory committee will be appointed by and serve at Developer's pleasure.

The Bylaws of the Association permit the hiring of a professional manager or management company to manage the Project. Developer has entered into a management contract, with CB Home Services. The cost of goods and services purchased and out-of-pocket expenses incurred for management purposes are included in the annual budget of the Association, attached as form B. This arrangement, as well as any formal contract between the Association and Developer or a management agent or company related to Developer that might be entered into before the date of the initial meeting of Owners, is subject to termination at the option of the Owners on their assumption of control of the Unit, with or without cause.

Additional information about the organization and operation of condominiums in Michigan may be found in the *Condominium Buyer's Handbook*, published by authority of the Michigan Department of Licensing and Regulatory Affairs, a copy of which Developer either has or will furnish to you.

7. Budget and Assessments. The Condominium Bylaws require that the board of directors adopt an annual budget for the operation of the Project. Developer formulated the initial budget to estimate the reasonably predictable annual expenses of administration of the Project, including a reserve for the replacement of Common Elements as needed in the future. A copy of this budget is attached to this statement as Form A. The amount projected as annual expenses for the Association is \$7603.84. This amount does not include expenses for utilities or real property taxes for individual units, which are billed individually to and must be paid directly by each Owner.

Because the budget must necessarily be prepared in advance, it reflects estimates of expenses based on past experience. These estimates may prove to be inaccurate during actual operations on account of such factors as increases in the cost of goods and services, the need for repair or replacement of Common Elements, and property improvements. If such adjustments should occur, the budget will need to be revised accordingly.

Until control of the Association has been turned over to the Owners on the transitional control date, Developer is required to supplement the income received by the Association to the extent necessary to keep the budget balanced and the Association in the black. Units owned by Developer are not subject to assessments from the Association. Those Units only become subject to assessment on conveyance or lease by Developer to a third party.

The Association's only other source of revenue to fund the budget is by assessment of its members who own Units, excepting Developer. For this reason, each Owner must pay an annual assessment that is determined by dividing the balance of the projected budget expenses by the number of Units in the Project, as established in the Master Deed. This annual assessment must be paid in monthly installments throughout the year. Thus, on the basis of the budget attached as Form A, the estimated average monthly assessment for the Project will be \$158.41 per Unit, although actual assessments will vary somewhat depending on the number of Units when the assessment is levied.

To provide working capital, each buyer must also pay to the Association at closing of the purchase of a Unit an additional sum equal to two months' assessments for the Association reserves. This additional payment may, at Developer's option, be placed either in a short-term operating capital reserve or in the long-term repair and replacement reserve, for use by the Association or Developer as needed from time to time. The reserve deposit is not refundable and will not apply as a credit against any future monthly installment or annual assessment. The board of directors may also levy special assessments to cover expenses that were not anticipated in the budget as permitted by the Condominium Bylaws.

8. Project Warranties. Developer is responsible for defects in workmanship and materials in the Common Elements of the Project for which he receives written notice within one year from the date of recording of the Master Deed, since construction or installation of the Common Element has been completed. Developer also provides a one year warranty as to workmanship and materials for each condominium unit sold, provided that this warranty only applies to the original co-owner(s) of each unit. If written notice of a defect is given by the Association or a Unit owner within the warranty period, Developer will make an inspection and, where such inspection reveals defects in workmanship and materials, will make reasonable repairs to cure the defects without cost to the Owners, as to common elements, or to the co-owner of each unit affected.

Developer offers no warranties, express or implied, as to appliances located within condominium units. Any manufacturer warranties that apply to such appliances will be assigned by Developer to the initial purchaser of each unit at closing.

All notices for warranty claims should be sent to Developer at the address noted on the front sheet of this statement.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED IN THIS STATEMENT, AS EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED. YOU, INDIVIDUALLY OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST. UNDER NO CIRCUMSTANCES WILL DEVELOPER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

9. Escrow Requirements. MCL 559.183 requires that all reservation deposits received from a prospective buyer under a preliminary reservation agreement must be deposited in an escrow account with an authorized escrow agent. If the prospective buyer decides to cancel the preliminary reservation agreement, all such deposits must be refunded to that party within three business days after notice of cancellation is received.

MCL 559.184 provides that all payments received from a prospective buyer under a purchase agreement must be deposited in the escrow account and must be refunded if the purchase agreement is canceled within nine business days after receipt by the buyer of the Condominium Documents that Developer is required to furnish under MCL 559.184a.

Under the Act, Developer must retain sufficient amounts from buyers' payments in the escrow account or provide other adequate security as provided in MCL 559.203b, to ensure the completion of those uncompleted structures and improvements labeled "must be built" under the terms of the Condominium Documents. Since the Project has been completed, Developer will not maintain any funds in escrow subsequent to the closing date.

10. Restrictions Applicable to the Units. Owners of Condominium Units will be bound by various use and occupancy restrictions applying to both the Condominium Units and the Common Elements. For example, there are prohibitions against conducting commercial or quasicommercial activities from any Unit; changing the exterior appearance of any Unit or common element; using firearms, fireworks, or other dangerous projectiles on the Unit property; using or parking recreational vehicles, boats, or trailers, and prohibiting any pets on the Unit property. An unusual provision of the Bylaws is that smoking of cigarettes and cigars within condominium units and within the limited common elements is prohibited.

It is impossible to paraphrase all the restrictions without risking the omission of some portion that may be of significance to a particular purchaser. Consequently, each buyer should carefully review the Master Deed and Condominium Bylaws to be sure that they do not infringe on an intended use that the buyer feels is important. None of the restrictions prohibit Developer from carrying on sales activities as long as Developer is selling Units in the Condominium.

11. Enforcement Provisions. Compliance with use restrictions may be enforced by the levy of fines or by legal action seeking damages or an injunction against the offending Owner. The board may also take direct action to correct any condition that violates the Bylaws, may prohibit use of the Common Elements by an Owner in default, or may elect to discontinue furnishing services to the Unit involved on seven days' notice to the Owner in default. If the Owner of a Condominium Unit does not pay assessments when due, the Association may charge reasonable interest or assess late charges from and after the due date. The Association is also given a lien on the Unit, which may be enforced as described above or by foreclosure proceedings in the manner provided by the Condominium Act. Owners should be aware, however, that MCL 559.158 provides that if the holder of a first mortgage or another buyer obtains title to a Unit as a result of foreclosure of that mortgage, the holder of the first mortgage or other buyer is not liable for unpaid assessments against that Unit that had become due before foreclosure. These unpaid assessments then become common expenses of the Association, which are collectible from all Unit Owners.

12. Insurance. The Condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and worker's compensation insurance (if applicable) with respect to all of the Common Elements of the Project. The policies may contain deductible clauses that, in the event of a loss, may result in the Association bearing a portion of the loss. The board of directors is responsible for obtaining the insurance coverage for the Association, and each Owner's pro rata share of the annual Association insurance premiums is included in the Unit assessment. The Association insurance policies will be available for inspection at Developer's offices, at the address shown on the face sheet of this statement.

The liability insurance coverage provided by the Association will not cover the interior of a Condominium Unit, nor will it protect against any accident or injury that occurs on a Limited Common Element appurtenant solely to a Unit. No casualty insurance coverage will be provided for any building, structure, or other improvement constructed within the perimeters of a Condominium Unit; the contents of any such building, structure, or improvement; or property of a Owner located outside the Unit on the grounds of the Project. For that reason, all Owners are cautioned that it is their own responsibility to insure the residential dwelling and its contents.

Each Owner must also obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and about the Owner's Unit, naming the Condominium Association as an additional insured. An insurance agent should be consulted to decide just what coverage will be needed for protection, since without such coverage an Owner will be uninsured for any loss that might occur within the Owner's Unit, to the Owner's property, or to the Owner's guests.

13. Private Easements. The condominium Association has been granted a perpetual easement over the West 8 feet of an adjoining lot, Lot 45 of the Douglas Plat. This 8 foot wide easement may be used for ingress and egress, as well as for electricity,

including solar panels and other utilities, the walkways which exist within the easement, and landscaping. Lot 45 of the Douglas Plat grants a revocable license to the Condominium Association that will allow using the solar panels, but will also allow the owner of lot 45 to terminate the license on written notice of 180 days.

The open parking areas and walkways are general common elements of the Project and must be snowplowed, maintained, and repaired as needed by the condominium Association. These expenses will ultimately be paid by the Owners as a part of their assessed fees. The parking areas and walkways will require some routine maintenance, although it is impossible to estimate just how much maintenance may be required in any given year as their life expectancy will vary depending on the extent of maintenance provided, type of use, and weather conditions encountered.

The Developer has reserved the right to use the walkways and parking area and easements and tie into, extend and enlarge all utility easements located on Association property without the payment of any charge or fee to the Association.

14. Real Estate Taxes. Real property taxes on the Units in the Condominium are assessed by the City of the Village of Douglas. Under Michigan law, such taxes are supposed to be assessed on the basis of 50 percent of true cash value.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit and not against the Project as a whole. These taxes cover both the Unit and its proportionate share of the Common Elements. No taxes or assessments are levied separately against the Common Elements, either general or limited.

In the year in which the Project is established, the taxes and assessments for the property on which Units are to be located will be billed to Developer. On the sale of a Unit in that year, the proportionate amount of taxes and assessments attributable to a Unit and paid by Developer in the year of sale will be prorated and charged to the buyer of the new Unit at the closing. Developer will also pay or contribute its pro rata share to the payment of the taxes and assessments based on the number of Units that it owns when the taxes are billed.

It is not possible to determine at this date the amount of real property taxes or assessments that may be levied in subsequent years. Those taxes are a function of both property values and tax rates, which may either rise or fall in response to inflation levels, community needs, and other factors beyond Developer's control.

15. Recreational Facilities. There are no recreational facilities contained within the Project.

16. Legal Matters. There are no pending proceedings, either legal or administrative, that involve either the Condominium Project or Developer and its officers and shareholders in their capacity as such, and Developer has no knowledge of any such proceedings that have been threatened in the future. Stephen B. McKown of the law firm of Orton,

Tooman, Hale, McKown & Kiel, P.C. located in Allegan, Michigan has served as legal counsel in connection with the preparation of this disclosure statement and other Condominium Documents.

THE MATTERS DISCUSSED IN THIS DISCLOSURE STATEMENT ARE INTENDED TO HIGHLIGHT CERTAIN IMPORTANT FACTS RELATING TO THE PROJECT. BUYERS ARE URGED TO READ ALL CONDOMINIUM DOCUMENTS CAREFULLY AND TO ENGAGE A LAWYER OR ANOTHER ADVISOR IN CONNECTION WITH ANY DECISION TO PURCHASE A UNIT IN THE PROJECT.

Frederick E. Royce, III Developer

Form A THE VINTAGE VIEWS CONDOMINIUM ASSOCIATION
Estimated Annual Operating Budget*

Operating Expense

Reserves	total annual	per condo unit	per month
Exterior cleaning, painting, and staining	200		
Roofing	400		
Landscaping and lawn care			
Common area maintenance	200		
Spring/fall cleanup	300		
Gardening, weeding, pruning, bark, etc.	400		
Water	107.84		
Electricity for lamp posts			
Miscellaneous			
Window cleaning	300		
Trash removal each owner pays	0		
Snow plowing and shoveling	650		
Walkway salting	50		
Insurance (casualty)	3,276		
Management fees \$44 x 100	1,000		
File annual report	25		
Accounting Fee 15 x 4 =60 x 12	720		
 TOTAL OPERATING EXPENSE FOR CONDOMINIUM UNITS	 7628.8	 1907.21	 158.93

Monthly maintenance charge
Mandatory Reserve Fund (10% of annual
Budget)
Expected Income:

4 Units 1907.21 per year @\$158.93 /month, for a total of \$7628.84 per year
when all 4 units are sold

In the year in which a Master Deed for the Project is recorded, the real property taxes will be billed to Developer and divided among the Unit owners on a pro rata basis, and that charge will be in addition to the estimated quarterly assessment noted above. Starting with the second year, real property taxes will be assessed and billed directly to each Condominium Unit owner for individual payment by the owner.

*Estimated by Frederick E. Royce, III, Developer, on the basis of four (4) occupied Units.

EXHIBIT A

Legal Description of *The Vintage Views Condominium*.

The Condominium Project will be located within the boundaries of the following described real property located in the City of the Village of Douglas, County of Allegan, State of Michigan:

Lot 44 of Douglas Plat, according to the recorded plat thereof.

Exhibit B

Includes the subdivision plan Survey by Kirk Van Order
Lot 44 of Douglas Plat, according to the recorded plat in Liber 24
of Plats on Page 57, Allegan County Records B-1

11 Chestnut Street

Architectural Drawing by of all four condos by Marla M.
Bruemmer May 2007

Unit 1 one Bedroom 1 bath Square Feet 779

Unit 2 two Bedroom 2 bath Square Feet 798

Unit 3 one Bedroom 1 bath Square Feet 756

Unit 4 one Bedroom 1 bath Square Feet 682

EXHIBIT C

Matthew Camp
Macatawa Bank
Commercial Loan Officer
10753 Paw Paw
Holland MI 49424-9615

11/4/18

Re: Exhibit C to Master Deed: Mortgagee's Consent to Submission to the
Condominium Ownership. □

Macatawa Bank, the Mortgagee of 11 Chestnut Street Douglas, MI 49406,
lot 44 of the Douglas Plat, in consultation with the
owner/developer/mortgagor Frederick Eagle Royce III consents to the
establishment of the Vintage Views Condominium Association and further
agrees to partial lien releases on the sale of each condominium. Some
portion of the net proceeds of each sale to be applied to the mortgage until
paid off.



Matthew Camp
Macatawa Bank
Commercial Loan Officer
10753 Paw Paw
Holland, MI 49424-9615

**DISCLOSURE STATEMENT FOR
THE VINTAGE VIEWS CONDOMINIUM**

Disclosure Statement for The Vintage Views Condominium Provided by
Frederick E. Royce, III, of 144 Lakeshore Drive, Douglas, Michigan

This is the Disclosure Statement for The Vintage Views Condominium, which is a residential condominium project in the City of the Village of Douglas, Allegan County, Michigan. The project consists of four (4) residential condominium units. This statement is intended to explain certain aspects of the condominium to prospective buyers.

THIS DISCLOSURE STATEMENT OF THE CONDOMINIUM IS NOT A
SUBSTITUTE FOR THE MASTER DEED AND OTHER CONDOMINIUM
DOCUMENTS, THE CONDOMINIUM BUYER'S HANDBOOK, OR OTHER
APPLICABLE LEGAL DOCUMENTS. AS A PROSPECTIVE BUYER YOU
SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT YOURSELF
WITH THE PROJECT AND YOUR RIGHTS AND RESPONSIBILITIES RELATING
TO THE PROJECT.

IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY OR
OTHER PROFESSIONAL ADVISOR BEFORE PURCHASING A CONDOMINIUM.

Effective date: November 1, 2018

Prepared by:

Stephen B. McKown (P 25675)
ORTON, TOOMAN, HALE,
McKOWN & KIEL, P.C.
314 Trowbridge St., PO Box 239
Allegan, MI 49010
(269) 673-2136

**NOTICE OF INTENT TO ESTABLISH CONDOMINIUM
PROJECT DIRECTED TO GOVERNMENTAL ENTITIES**

TO:

Michigan Department of
Environmental Quality
Water Bureau
P.O. Box 30273
Lansing, MI 48909-7773

Michigan Department of Transportation
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

Allegan County Road Commission
1308 Lincoln Road (M-89)
Allegan, MI 49010

Allegan County Drain Commissioner
Allegan County Building
Allegan, MI 49010

City of the Village of Douglas
47 Center Street
Douglas, MI 49406

Greetings:

Please be advised of the following:

1. Frederick E. Royce, III, 144 Lakeshore Drive, Douglas, Michigan, plans to develop and sell units in a 4-unit condominium project to be established in the City of the Village of Douglas, Allegan County, Michigan, on all or a portion of the real estate described on the attached Exhibit A, which will be known as *The Vintage Views Condominium*.
2. This notice is sent to you pursuant to MCL 559.171. The Developer may commence taking reservations under preliminary reservation agreements for units in *The Vintage Views Condominium project*, not less than 10 days from the date of this letter. After that, Developer will be recording a master deed and will construct the condominium Project.
3. If you have any questions about *The Vintage Views Condominium Project*, desire any additional information, or need to communicate regarding the Project, please contact me at the address shown below.

Sincerely,

ORTON, TOOMAN, HALE, MCKOWN
& KIEL, P.C.

By _____
Stephen B. McKown (P25675)
Attorney for Developer

Business Address:
314 Trowbridge Street, P.O. Box 239
Allegan, MI 49010
(269) 673-2136

**CITY OF DOUGLAS ORDINANCE
FOOD TRUCKS/MOBILE FOOD VENDING UNITS**

Intent.

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of the City of Douglas, while providing a framework under which such businesses operate and protecting the viability, this chapter is established.

Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

MOBILE FOOD VENDING — Vending, serving, or offering for sale food and /or beverages from a mobile food vending unit which meets the definition of a "food service establishment" under Public Act 92 of 2000, and which may include the ancillary sales of branded items consistent with the food or vendor, such as a tee shirt that bears the name of the company, restaurant or organization engaged in mobile food vending.

MOBILE FOOD VENDING UNIT — Any motorized or non-motorized vehicle, trailer, food truck, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.

VENDOR — Any individual, company, restaurant or organization engaged in the business of mobile food vending; if more than one individual is operating a single cart, food truck, or other means of conveyance, then "vendor" shall mean all individuals operating such means of conveying food.

OPERATE — All activities associated with the conduct of business, including setup and takedown and/or hours of operation and locations where the mobile food vending units are allowed to be open for business.

Permit required.

- A. No vendor shall engage in mobile food vending without a permit issued by City of Douglas Clerk's office authorizing such vending. The Douglas City Council

shall prescribe the form of such permits and the application for such permits.

- B. All permits shall be prominently displayed on the mobile food vending unit. A permit for vending shall not be issued by the Clerk's office unless the vending unit meets the definitions of "mobile food vending" and operates in the locations or areas defined by this chapter.

Duration of permit; non-transferability.

Permits issued by the Douglas City Clerk's office shall be valid only for the calendar year in which they are issued and for the mobile food vending unit identified on the permit. Any permit issued under this chapter is nontransferable from vendor to vendor or from food truck/mobile food vending unit to food truck/mobile food vending unit.

Application for permit.

Any vendor desiring to operate a food truck or engage in mobile food vending in the City of Douglas shall submit a completed application to the Douglas City Clerk's office and receive a permit issued by that office.

The applicant shall truthfully state, in full, all information requested on the application for permit issued by the Douglas City Clerk's office. Additionally, the applicant shall provide all documentation, such as insurance, location of mobile vending unit, as required by this chapter or the City of Douglas. The application for a permit shall be accompanied by a fee as defined in this chapter.

Single-event permits.

A single-event application is also available from the City of Douglas Clerk's office for vendors wishing to operate a mobile food vending unit during a City-sponsored or City-endorsed special event or to operate at a public or private event held on public property or in a public park. The application for a permit shall be accompanied by a fee as defined in this chapter.

Fees.

An application for a permit shall be accompanied by a fee payment in the amount established by resolution by the Douglas City Council. Permits shall only be for the calendar year in which the permit is issued. There shall be no proration of fees. Fees are nonrefundable once a permit has been issued by the Clerk's Office.

Requirements.

Any vendor engaging in mobile food vending shall comply with the following requirements.

- A. Vendors shall not operate on City-owned property or on public streets without prior authorization and approval of the City Clerk's office. No food service shall be allowed on the driving lane side of the mobile food vending unit. If operating on a street, the customer service area for mobile food vending units shall be on the curb lawn or sidewalk when parked.
- B. No food shall be sold, prepared or displayed outside of the mobile food vending unit while on the location noted on the permit.
- C. Vendors shall provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other wastes attributable to the vendor and/or customers on a daily basis.
- D. Vendors shall not use any flashing, blinking or strobe lights or similar effects to draw attention to the food truck or mobile food vending unit; all exterior lights over 60 watts shall contain opaque hood shields to direct the illumination downward.
- E. Vendors shall not use loud music, amplification devices or crying out or any other audible methods to gain attention which causes a disruption or safety hazard as determined by the City of Douglas
- F. There shall be no signage placed outside of the mobile food vending unit.
- G. Vendors are prohibited from locating, placing, or putting personal property outside of the food truck, including but not limited to signage, dining furniture, fixtures, and equipment.
- H. In commercial areas, a mobile food vendor may only operate between the hours of 7:00 a.m. and 10:00 p.m. On private property within commercial area, a mobile food vendor may only operate between the hours of 6:00 a.m. and 11:00 pm. Other restrictions regarding hours of operation may be established by resolution of the City Council.
- I. This subsection applies to mobile food vending units operating on city-controlled property only. No mobile food vending unit may be left unattended for more than two hours without permission from the City Clerk; and any mobile food vending unit not in operation shall be removed between the hours of 11:00 p.m. and 6:00 a.m.
- J. No vendor shall utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any street or sidewalk except in a safe manner. If

unit is not self-contained and requires electric service, a permit issued by the City Clerk is required.

- K. Vendors shall comply with all applicable City laws, regulations, and ordinances, including those regulating noise, signage, and loitering.
- L. Vendors shall not represent the granting of a permit under this chapter as an endorsement of the City.

Other permits.

A permit obtained under this chapter shall not relieve any vendor of the responsibility for obtaining any other permit or authorization required by any other resolution, ordinance, statute, or administrative rule.

Complaints; appeals; revocation of permit.

- A. If a written complaint is filed with the Douglas City Clerk's office alleging a food vendor has violated the provisions of this chapter, the Clerk's office shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made by the Clerk's office, with the assistance of other City departments, as required, as to the truth of the complaint. The vendor shall be invited to respond to the complaint and present evidence and respond to evidence produced by the investigation. If the Clerk's office, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the complaint shall be certified.
- B. The City of Douglas Clerk's office shall revoke the permit of any vendor engaged in mobile food vending who ceases to meet any requirement of this chapter or violates any other federal, state or local law, ordinance or regulation; makes a false statement on his/her application; or conducts activity in a manner that is adverse to the protection of the public health, safety, and welfare.
- C. If a permit is denied or revoked by the Clerk's office or if a written complaint is certified pursuant to this chapter, the applicant or holder of the permit may appeal to Douglas City Council. Such appeal shall be in writing. The City Council (or designee) shall make a written determination, after reviewing evidence related to the appeal, as to whether the denial, revocation, or complaint is valid. If the City Council (or designee) determines that the denial, revocation, or complaint is valid as supported by a preponderance of the evidence, the action of the Clerk's office shall be sustained. The applicant may appeal the decision of the Douglas City Council (or designee) to a court of

competent jurisdiction.

- D. Immediately upon such revocation, the Clerk's office shall provide written notice to the permit holder by certified mail to the address indicated on the application. The permit to operate shall become immediately null and void upon revocation.

Appearance tickets.

The Douglas Police Department or such other officials as designated by the Douglas City Council are authorized to issue and serve appearance tickets with respect to a violation of this chapter pursuant to Michigan law.

Civil infraction.

A violation of this chapter is designated as a civil infraction subject to fines as set out in § 34.06 of the Douglas Code.